

Ameren Operating Companies  
FERC Electric Tariff  
~~Second-Third~~ Revised Volume No. 1  
(Superseding Second Revised Volume No. 1)

FERC ELECTRIC TARIFF  
Second Revised Volume No. 1  
(Supersedes First Revised Volume No. 1)

OF

AMEREN OPERATING COMPANIES

St. Louis, Missouri

Filed with the  
FEDERAL ENERGY REGULATORY COMMISSION

OPEN ACCESS TRANSMISSION TARIFF

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## 1 Definitions

**1.1 Ameren Control Area:** The Control Area represented by the combined service territories of Union Electric Company, d/b/a AmerenUE and Central Illinois Public Service Company, d/b/a AmerenCIPS.

~~**Ancillary Services:** Those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Transmission Provider's Transmission System in accordance with Good Utility Practice.~~

**1.2 Ancillary Services:** Those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Transmission Provider's Transmission System in accordance with Good Utility Practice.

~~**Avoided OPC:**~~

~~**1.3 Central Prevailing Time:**~~

**1.3 Control Area:** An electric power system or combination of electric power systems to which a common automatic generation control scheme is applied in order to:

- (1) match, at all times, the power output of the generators within the electric power system(s) and capacity and energy purchased from entities outside the electric power system(s), with the load within the electric power system(s);
- (2) maintain scheduled interchange with other Control Areas, within the limits of Good Utility Practice;
- (3) maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice; and
- (4) provide sufficient generating capacity to maintain operating reserves in accordance with Good Utility Practice.

~~**1.2 Annual Transmission Costs:** The total annual cost of the Transmission System for purposes of Network Integration Transmission Service shall be the amount specified in Attachment H until amended by the Transmission Provider or modified by the Commission.~~

~~**1.3 Application:** A request by an Eligible Customer for transmission service pursuant to the provisions of the Tariff.~~

~~**1.4 Commission:** The Federal Energy Regulatory Commission.~~

~~1.5 Completed Application: An Application that satisfies all of the information and other requirements of the Tariff, including any required deposit.~~

~~1.6 Control Area: An electric power system or combination of electric power systems to which a common automatic generation control scheme is applied in order to:~~

- ~~(1) match, at all times, the power output of the generators within the electric power system(s) and capacity and energy purchased from entities outside the electric power system(s), with the load within the electric power system(s);~~
- ~~(2) maintain scheduled interchange with other Control Areas, within the limits of Good Utility Practice;~~
- ~~(3) maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice; and~~
- ~~(4) provide sufficient generating capacity to maintain operating reserves in accordance with Good Utility Practice.~~

~~1.7 Curtailment: A reduction in firm or non-firm transmission service in response to a transmission~~

~~capacity shortage as a result of system reliability conditions.~~

~~1.8 Delivering Party: The entity supplying capacity and energy to be transmitted at Point(s) of Receipt.~~

1.4 **Designated Agent:** Any entity that performs actions or functions on behalf of the Transmission Provider, an Eligible Customer, or the Transmission Customer required under the Tariff.

~~1.10 Direct Assignment Facilities: Facilities or portions of facilities that are constructed by the Transmission Provider for the sole use/benefit of a particular Transmission Customer requesting service under the Tariff. Direct Assignment Facilities shall be specified in the Service Agreement that governs service to the Transmission Customer and shall be subject to Commission approval.~~

1.5 **Eligible Customer:** (i) Any electric utility (including the Transmission Provider and any power marketer), Federal power marketing agency, or any person generating electric energy for sale for resale is an Eligible Customer under the Tariff. Electric energy sold or produced by such entity may be electric energy produced in the United States, Canada or

Mexico. However, with respect to transmission service that the Commission is prohibited from ordering by Section 212(h) of the Federal Power Act, such entity is eligible only if the service is provided pursuant to a state requirement that the Transmission Provider offer the unbundled transmission service, or pursuant to a voluntary offer of such service by the Transmission Provider. (ii) Any retail customer taking unbundled transmission service pursuant to a state requirement that the Transmission Provider offer the transmission service, or pursuant to a voluntary offer of such service by the Transmission Provider, is an Eligible Customer under the Tariff.

~~1.12 Facilities Study: An engineering study conducted by the Transmission Provider to determine the required modifications to the Transmission Provider's Transmission System, including the cost and scheduled completion date for such modifications, that will be required to provide the requested transmission service.~~

#### 1.6 Firm Point-To-Point Transmission Service:

Transmission Service under the is Tariff that is reserved and/or scheduled between specified Points of

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Tariff.

**1.7 Good Utility Practice:** Any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

~~1.15 Interruption:~~ ~~A reduction in non-firm transmission service due to economic reasons pursuant to Section 14.7.~~

~~1.16 Load Ratio Share:~~ ~~Ratio of a Transmission Customer's Network Load to the Transmission Provider's total load computed in accordance with Sections 34.2 and 34.3 of the Network Integration Transmission Service under~~

~~Part III Tariff and calculated on a rolling twelve month basis.~~

~~**1.17 Load Shedding:** The systematic reduction of system demand by temporarily decreasing load in response to transmission system or area capacity shortages, system instability, or voltage control considerations under Part III of the Tariff.~~

~~**1.18 Long Term Firm Point To Point Transmission Service:** Firm Point To Point Transmission Service under Part II of the Tariff with a term of one year or more.~~

~~**1.19 Native Load Customers:** The wholesale and retail power customers of the Transmission Provider on whose behalf the Transmission Provider, by statute, franchise, regulatory requirement, or contract, has undertaken an obligation to construct and operate the Transmission Provider's system to meet the reliable electric needs of such customers.~~

~~**1.20 Network Customer:** An entity receiving transmission service pursuant to the terms of the Transmission Provider's Network Integration Transmission Service under Part III of the Tariff.~~

**1.8 Network Integration Transmission Service:** The transmission service provided under Part III of the Tariff.

~~**1.22 Network Load:** The load that a Network Customer designates for Network Integration Transmission Service under Part III of the Tariff. The Network Customer's Network Load shall include all load served by the output of any Network Resources designated by the Network Customer. A Network Customer may elect to designate less than its total load as Network Load but may not designate only part of the load at a discrete Point of Delivery. Where an Eligible Customer has elected not to designate a particular load at discrete points of delivery as Network Load, the Eligible Customer is responsible for making separate arrangements under Part II of the Tariff for any Point To-Point Transmission Service that may be necessary for such non-designated load.~~

**1.9 Network Operating Agreement:** An executed agreement that contains the terms and conditions under which the Network Customer shall operate its facilities and the technical and operational matters associated with the

implementation of Network Integration Transmission  
Service under Part III of the Tariff.

~~1.24 Network Operating Committee:~~ A group made up of  
representatives from the Network Customer(s) and the  
Transmission Provider established to coordinate  
operating criteria and other technical considerations  
required for implementation of Network Integration  
Transmission Service under Part III of this Tariff.

~~1.25 Network Resource:~~ Any designated generating resource  
owned, purchased or leased by a Network Customer under  
the Network Integration Transmission Service Tariff.  
Network Resources do not include any resource, or any  
portion thereof, that is committed for sale to third  
parties or otherwise cannot be called upon to meet the  
Network Customer's Network Load on a non-interruptible  
basis.

~~1.26 Network Upgrades:~~ Modifications or additions to  
transmission related facilities that are integrated  
with and support the Transmission Provider's overall  
Transmission System for the general benefit of all  
users of such Transmission System.

~~1.27 Non-Firm Point-To-Point Transmission Service: Point-To-Point Transmission Service under the Tariff that is reserved and scheduled on an as-available basis and is subject to Curtailment or Interruption as set forth in Section 14.7 under Part II of this Tariff. Non-Firm Point To Point Transmission Service is available on a stand-alone basis for periods ranging from one hour to one month.~~

~~1.28 Open Access Same-Time Information System (OASIS): The information system and standards of conduct contained in Part 37 of the Commission's regulations and all additional requirements implemented by subsequent Commission orders dealing with OASIS.~~

~~1.29 Part I: Tariff Definitions and Common Service Provisions contained in Sections 2 through 12.~~

~~1.30 Part II: Tariff Sections 13 through 27 pertaining to Point-To-Point Transmission Service in conjunction with the applicable Common Service Provisions of Part I and appropriate Schedules and Attachments.~~

~~1.31 Part III: Tariff Sections 28 through 35 pertaining to Network Integration Transmission Service in conjunction with the applicable Common Service~~

~~Provisions of Part I and appropriate Schedules and Attachments.~~

~~1.32 Parties: The Transmission Provider and the Transmission Customer receiving service under the Tariff.~~

~~1.33 Point(s) of Delivery: Point(s) on the Transmission Provider's Transmission System where capacity and energy transmitted by the Transmission Provider will be made available to the Receiving Party under Part II of the Tariff. The Point(s) of Delivery shall be specified in the Service Agreement for Long-Term Firm Point To Point Transmission Service.~~

~~1.34 Point(s) of Receipt: Point(s) of interconnection on the Transmission Provider's Transmission System where capacity and energy will be made available to the Transmission Provider by the Delivering Party under Part II of the Tariff. The Point(s) of Receipt shall be specified in the Service Agreement for Long-Term Firm Point-To-Point Transmission Service.~~

**1.10 Point-To-Point Transmission Service:** The reservation and transmission of capacity and energy on either a firm or non-firm basis from the Point(s) of Receipt to the Point(s) of Delivery under Part II of the Tariff.

**1.11 Service Agreement:** The initial agreement and any amendments or supplements thereto entered into by the Transmission Customer and the Transmission Provider for service under the Tariff.

~~1.12 Tariff:~~ The open access transmission tariff of the Transmission Provider.

~~1.41 Service Commencement Date:~~ The date the Transmission Provider begins to provide service pursuant to the terms of an executed Service Agreement, or the date the Transmission Provider begins to provide service in accordance with Section 15.3 or Section 29.1 under the Tariff.

~~1.42 Short-Term Firm Point-To-Point Transmission Service:~~ Firm Point To Point Transmission Service under Part II of the Tariff with a term of less than one year.

~~1.43 System Impact Study:~~ An assessment by the Transmission Provider of (i) the adequacy of the Transmission System to accommodate a request for either Firm Point-To-Point Transmission Service or Network Integration Transmission Service and (ii) whether any additional costs may be incurred in order to provide transmission service.

~~1.44 **Third-Party Sale:** Any sale for resale in interstate commerce to a Power Purchaser that is not designated as part of Network Load under the Network Integration Transmission Service.~~

**1.13 Transmission Customer:** Any Eligible Customer (or its Designated Agent) that (i) executes a Service Agreement, or (ii) requests in writing that the Transmission Provider file with the Commission, a proposed unexecuted Service Agreement to receive transmission service under Part II of the Tariff. This term is used in the Part I Common Service Provisions to include customers receiving transmission service under Part II and Part III of ~~this~~the Tariff.

1.14 **Transmission Owners:** Union Electric Company, d/b/a AmerenUE and Central Illinois Public Service Company, d/b/a AmerenCIPS.

1.15 **Transmission Provider:** The Midwest Independent Transmission System Operator, Inc. or its successor organization~~Ameren Services Company, which is a Service Company under the Public Utility Holding Company Act and is acting as agent for its affiliates, Union Electric Company and Central Illinois Public Service Company, which affiliates own, control, or~~

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Energy Delivery ~~Technical Services~~  
Ameren Services Company

Issued on: ~~September 11, 2000~~May, 2004

~~operate facilities for the transmission of electric energy in interstate commerce and provide transmission service under the Tariff.~~

~~1.47 Transmission Provider's Monthly Transmission System~~

~~Peak: The maximum firm usage of the Transmission Provider's Transmission System in a calendar month.~~

**1.4816 Transmission Service:** Point-To-Point

Transmission Service provided under Part II of the Tariff on a firm and non-firm basis.

~~1.171.49~~ **Transmission System:** The facilities owned, ~~controlled or operated by~~ Union Electric Company, d/b/a AmerenUE and Central Illinois Public Service Company, d/b/a AmerenCIPSthe Transmission Provider that are used by the Transmission Provider to provide transmission service under Part II and Part III of the Tariff in the Ameren Control Area.

~~2 Initial Allocation and Renewal Procedures~~

~~2.1 Initial Allocation of Available Transmission~~

~~Capability: For purposes of determining whether existing capability on the Transmission Provider's Transmission System is adequate to accommodate a request for firm service under this Tariff, all Completed Applications for new firm transmission~~

~~service received during the initial sixty (60) day period commencing with the effective date of the Tariff will be deemed to have been filed simultaneously. A lottery system conducted by an independent party shall be used to assign priorities for Completed Applications filed simultaneously. All Completed Applications for firm transmission service received after the initial sixty (60) day period shall be assigned a priority pursuant to Section 13.2.~~

#### ~~2.2 Reservation Priority For Existing Firm Service~~

~~**Customers:** Existing firm service customers (wholesale requirements and transmission only, with a contract term of one year or more), have the right to continue to take transmission service from the Transmission Provider when the contract expires, rolls over or is renewed. This transmission reservation priority is independent of whether the existing customer continues to purchase capacity and energy from the Transmission Provider or elects to purchase capacity and energy from another supplier. If at the end of the contract term the Transmission Provider's Transmission System cannot accommodate all of the requests for transmission service, the existing firm service~~

~~customer must agree to accept a contract term at least equal to a competing request by any new Eligible Customer and to pay the current just and reasonable rate, as approved by the Commission, for such service. This transmission reservation priority for existing firm service customers is an ongoing right that may be exercised at the end of all firm contract terms of one year or longer.~~

### 3 Ancillary Services

The Ancillary Services provided by the Control Area Operator pursuant to Section 3 of the Tariff are as follows:~~are needed with transmission service to maintain reliability within and among the Control Areas affected by the transmission service. The Transmission Provider is required to provide (or offer to arrange with the local Control Area operator as discussed below), and the Transmission Customer is required to purchase, the following Ancillary Services (i) Scheduling, System Control and Dispatch, and (ii) Reactive Supply and Voltage Control from Generation Sources.~~

~~The Transmission Provider is required to offer to provide (or offer to arrange with the local Control Area operator as discussed below) the following Ancillary Services only to the Transmission Customer serving load within the Transmission~~

~~Provider's Control Area (i) Regulation and Frequency Response, (ii) Energy Imbalance, (iii) Operating Reserve — Spinning, and (iv) Operating Reserve — Supplemental. The Transmission Customer serving load within the Transmission Provider's Control Area is required to acquire these Ancillary Services, whether from the Transmission Provider, from a third party, or by self-supply. The Transmission Customer may not decline the Transmission Provider's offer of Ancillary Services unless it demonstrates that it has acquired the Ancillary Services from another source. The Transmission Customer must list in its Application which Ancillary Services it will purchase from the Transmission Provider.~~

~~If the Transmission Provider is a public utility providing transmission service but is not a Control Area operator, it may be unable to provide some or all of the Ancillary Services. In this case, the Transmission Provider can fulfill its obligation to provide Ancillary Services by acting as the Transmission Customer's agent to secure these Ancillary Services from the Control Area operator. The Transmission Customer may elect to (i) have the Transmission Provider act as its agent, (ii) secure the Ancillary Services directly from the Control Area operator, or (iii) secure the Ancillary Services (discussed in Schedules~~

~~3, 4, 5 and 6) from a third party or by self-supply when technically feasible.~~

~~The Transmission Provider shall specify the rate treatment and all related terms and conditions in the event of an unauthorized use of Ancillary Services by the Transmission Customer.~~

~~The specific Ancillary Services, prices and/or compensation methods are described on the Schedules that are attached to and made a part of the Tariff. Three principal requirements apply to discounts for Ancillary Services provided by the Transmission Provider in conjunction with its provision of transmission service as follows: (1) any offer of a discount made by the Transmission Provider must be announced to all Eligible Customers solely by posting on the OASIS, (2) any customer-initiated requests for discounts (including requests for use by one's wholesale merchant or an affiliate's use) must occur solely by posting on the OASIS, and (3) once a discount is negotiated, details must be immediately posted on the OASIS. A discount agreed upon for an Ancillary Service must be offered for the same period to all Eligible Customers on the Transmission Provider's system. Sections 3.1 through 3.6 below list the six Ancillary Services.~~

~~3.1 Scheduling, System Control and Dispatch Service: The rates and/or methodology are described in Schedule 1.~~

**3.21 Reactive Supply and Voltage Control from Generation Sources Service:** The rates and/or methodology are described in Schedule 2.

**3.32 Regulation and Frequency Response Service:** Where applicable the rates and/or methodology are described in Schedule 3.

**3.43 Energy Imbalance Service:** Where applicable the rates and/or methodology are described in Schedule 4.

**3.54 Operating Reserve - Spinning Reserve Service:** Where applicable the rates and/or methodology are described in Schedule 5.

**3.65 Operating Reserve - Supplemental Reserve Service:** Where applicable the rates and/or methodology are described in Schedule 6.

~~4 Open Access Same-Time Information System (OASIS)~~

~~Terms and conditions regarding open Access Same-Time Information System and standards of conduct are set forth in 18 CFR § 37 of the Commission's regulations (Open Access Same-Time Information System and Standards of Conduct for Public Utilities). In the event available transmission capability as posted on the OASIS is insufficient to accommodate a request for~~

~~firm transmission service, additional studies may be required as provided by this Tariff pursuant to Sections 19 and 32.~~

## ~~5 Local Furnishing Bonds~~

### ~~5.1 Transmission Providers That Own Facilities Financed by~~

~~Local Furnishing Bonds:~~ This provision is applicable only to Transmission Providers that have financed facilities for the local furnishing of electric energy with tax exempt bonds, as described in Section 142(f) of the Internal Revenue Code ("local furnishing bonds"). Notwithstanding any other provision of this Tariff, the Transmission Provider shall not be required to provide transmission service to any Eligible Customer pursuant to this Tariff if the provision of such transmission service would jeopardize the tax exempt status of any local furnishing bond(s) used to finance the Transmission Provider's facilities that would be used in providing such transmission service.

### ~~5.2 Alternative Procedures for Requesting Transmission Service:~~

~~(i) If the Transmission Provider determines that the provision of transmission service requested by an Eligible Customer would jeopardize the tax-exempt~~

~~status of any local furnishing bond(s) used to finance its facilities that would be used in providing such transmission service, it shall advise the Eligible Customer within thirty (30) days of receipt of the Completed Application.~~

~~(ii) If the Eligible Customer thereafter renews its request for the same transmission service referred to in (i) by tendering an application under Section 211 of the Federal Power Act, the Transmission Provider, within ten (10) days of receiving a copy of the Section 211 application, will waive its rights to a request for service under Section 213(a) of the Federal Power Act and to the issuance of a proposed order under Section 212(c) of the Federal Power Act. The Commission, upon receipt of the Transmission Provider's waiver of its rights to a request for service under Section 213(a) of the Federal Power Act and to the issuance of a proposed order under Section 212(c) of the Federal Power Act, shall issue an order under Section 211 of the Federal Power Act. Upon issuance of the order under Section 211 of the Federal Power Act, the Transmission Provider~~

~~shall be required to provide the requested  
transmission service in accordance with the terms  
and conditions of this Tariff.~~

~~6~~ **Reciprocity**

~~A Transmission Customer receiving transmission service  
under this Tariff agrees to provide comparable transmission  
service that it is capable of providing to the Transmission  
Provider on similar terms and conditions over facilities used  
for the transmission of electric energy owned, controlled or  
operated by the Transmission Customer and over facilities used  
for the transmission of electric energy owned, controlled or  
operated by the Transmission Customer's corporate affiliates. A  
Transmission Customer that is a member of a power pool or  
Regional Transmission Group also agrees to provide comparable  
transmission service to the members of such power pool and  
Regional Transmission Group on similar terms and conditions over  
facilities used for the transmission of electric energy owned,  
controlled or operated by the Transmission Customer and over  
facilities used for the transmission of electric energy owned,  
controlled or operated by the Transmission Customer's corporate  
affiliates.~~

~~This reciprocity requirement applies not only to the  
Transmission Customer that obtains transmission service under~~

~~the Tariff, but also to all parties to a transaction that involves the use of transmission service under the Tariff, including the power seller, buyer and any intermediary, such as a power marketer. This reciprocity requirement also applies to any Eligible Customer that owns, controls or operates transmission facilities that uses an intermediary, such as a power marketer, to request transmission service under the Tariff. If the Transmission Customer does not own, control or operate transmission facilities, it must include in its Application a sworn statement of one of its duly authorized officers or other representatives that the purpose of its Application is not to assist an Eligible Customer to avoid the requirements of this provision.~~

## ~~7 Billing and Payment~~

~~7.1 Billing Procedure: Within a reasonable time after the first day of each month, the Transmission Provider shall submit an invoice to the Transmission Customer for the charges for all services furnished under the Tariff during the preceding month. The invoice shall be paid by the Transmission Customer within twenty (20) days of receipt. All payments shall be made in immediately available funds payable to the~~

~~Transmission Provider, or by wire transfer to a bank  
named by the Transmission Provider.~~

~~**7.2 Interest on Unpaid Balances:** Interest on any unpaid  
amounts (including amounts placed in escrow) shall be  
calculated in accordance with the methodology  
specified for interest on refunds in the Commission's  
regulations at 18 C.F.R. § 35.19a(a)(2)(iii).  
Interest on delinquent amounts shall be calculated  
from the due date of the bill to the date of payment.  
When payments are made by mail, bills shall be  
considered as having been paid on the date of receipt  
by the Transmission Provider.~~

~~**7.3 Customer Default:** In the event the Transmission  
Customer fails, for any reason other than a billing  
dispute as described below, to make payment to the  
Transmission Provider on or before the due date as  
described above, and such failure of payment is not  
corrected within thirty (30) calendar days after the  
Transmission Provider notifies the Transmission  
Customer to cure such failure, a default by the  
Transmission Customer shall be deemed to exist. Upon  
the occurrence of a default, the Transmission Provider~~

~~may initiate a proceeding with the Commission to terminate service but shall not terminate service until the Commission so approves any such request. In the event of a billing dispute between the Transmission Provider and the Transmission Customer, the Transmission Provider will continue to provide service under the Service Agreement as long as the Transmission Customer (i) continues to make all payments not in dispute, and (ii) pays into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If the Transmission Customer fails to meet these two requirements for continuation of service, then the Transmission Provider may provide notice to the Transmission Customer of its intention to suspend service in sixty (60) days, in accordance with Commission policy.~~

~~8 Accounting for the Transmission Provider's Use of the Tariff~~

~~The Transmission Provider shall record the following amounts, as outlined below.~~

~~8.1 Transmission Revenues: Include in a separate operating revenue account or subaccount the revenues~~

~~it receives from Transmission Service when making  
Third Party Sales under Part II of the Tariff.~~

~~**8.2 Study Costs and Revenues:** Include in a separate  
transmission operating expense account or subaccount,  
costs properly chargeable to expense that are incurred  
to perform any System Impact Studies or Facilities  
Studies which the Transmission Provider conducts to  
determine if it must construct new transmission  
facilities or upgrades necessary for its own uses,  
including making Third Party Sales under the Tariff;  
and include in a separate operating revenue account or  
subaccount the revenues received for System Impact  
Studies or Facilities Studies performed when such  
amounts are separately stated and identified in the  
Transmission Customer's billing under the Tariff.~~

## 9 Regulatory Filings

Nothing contained in the Tariff ~~or any Service Agreement~~  
shall be construed as affecting in any way the right of the  
~~Control Area Operator~~~~Transmission Provider~~ to unilaterally make  
application to the Commission for a change in the rates, terms  
and conditions set forth in this tariff ~~, charges,~~  
~~classification of service, Service Agreement, rule or regulation~~

under Section 205 of the Federal Power Act and pursuant to the Commission's rules and regulations promulgated thereunder.

~~Nothing contained in the Tariff or any Service Agreement shall be construed as affecting in any way the ability of any Party receiving service under the Tariff to exercise its rights under the Federal Power Act and pursuant to the Commission's rules and regulations promulgated thereunder.~~

~~10 Force Majeure and Indemnification~~

~~10.1 Force Majeure: An event of Force Majeure means any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any Curtailment, order, regulation or restriction imposed by governmental military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include an act of negligence or intentional wrongdoing. Neither the Transmission Provider nor the Transmission Customer will be considered in default as to any obligation under this Tariff if prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose~~

~~performance under this Tariff is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Tariff.~~

~~**10.2 Indemnification:** The Transmission Customer shall at all times indemnify, defend, and save the Transmission Provider harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the Transmission Provider's performance of its obligations under this Tariff on behalf of the Transmission Customer, except in cases of negligence or intentional wrongdoing by the Transmission Provider.~~

## ~~11 Creditworthiness~~

~~For the purpose of determining the ability of the Transmission Customer to meet its obligations related to service hereunder, the Transmission Provider may require reasonable credit review procedures. This review shall be made in accordance with standard commercial practices. In addition, the~~

~~Transmission Provider may require the Transmission Customer to provide and maintain in effect during the term of the Service Agreement, an unconditional and irrevocable letter of credit as security to meet its responsibilities and obligations under the Tariff, or an alternative form of security proposed by the Transmission Customer and acceptable to the Transmission Provider and consistent with commercial practices established by the Uniform Commercial Code that protects the Transmission Provider against the risk of non-payment.~~

~~12 — Dispute Resolution Procedures~~

~~12.1 Internal Dispute Resolution Procedures: Any dispute between a Transmission Customer and the Transmission Provider involving transmission service under the Tariff (excluding applications for rate changes or other changes to the Tariff, or to any Service Agreement entered into under the Tariff, which shall be presented directly to the Commission for resolution) shall be referred to a designated senior representative of the Transmission Provider and a senior representative of the Transmission Customer for resolution on an informal basis as promptly as practicable. In the event the designated~~

~~\_representatives are unable to resolve the dispute within thirty (30) days or such other period as the Parties may agree upon by mutual agreement, such dispute may be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below.~~

~~**12.2 External Arbitration Procedures:** Any arbitration initiated under the Tariff shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) days of the referral of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three member arbitration panel. The two arbitrators so chosen shall within twenty (20) days select a third arbitrator to chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an~~

~~opportunity to be heard and, except as otherwise provided herein, shall generally conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and any applicable Commission regulations or Regional Transmission Group rules.~~

~~**12.3 Arbitration Decisions:** Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety (90) days of appointment and shall notify the Parties in writing of such decision and the reasons therefore. The arbitrator(s) shall be authorized only to interpret and apply the provisions of the Tariff and any Service Agreement entered into under the Tariff and shall have no power to modify or change any of the above in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act and/or the Administrative~~

~~Dispute Resolution Act. The final decision of the arbitrator must also be filed with the Commission if it affects jurisdictional rates, terms and conditions of service or facilities.~~

~~**12.4 Costs:** Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable:~~

~~(A) the cost of the arbitrator chosen by the Party to sit on the three member panel and one half of the cost of the third arbitrator chosen; or~~

~~(B) one half the cost of the single arbitrator jointly chosen by the Parties.~~

~~**12.5 Rights Under The Federal Power Act:** Nothing in this section shall restrict the rights of any party to file a Complaint with the Commission under relevant provisions of the Federal Power Act.~~

~~**12A Expansion or Modification of the Transmission System to Accommodate New Generation Connection**~~

~~When the Transmission Provider receives a written request to connect new generation to its electrical system, the Transmission Provider will use due diligence to accommodate the request in accordance with the procedures set forth in~~

~~Attachment J hereof.~~

## ~~II. POINT-TO-POINT TRANSMISSION SERVICE~~

### ~~Preamble~~

~~The Transmission Provider will provide Firm and Non-Firm Point To Point Transmission Service pursuant to the applicable terms and conditions of this Tariff. Point-To-Point Transmission Service is for the receipt of capacity and energy at designated Point(s) of Receipt and the transmission of such capacity and energy to designated Point(s) of Delivery.~~

### ~~13 Nature of Firm Point-To-Point Transmission Service~~

~~13.1 Term:~~ The minimum term of Firm Point To Point

~~Transmission Service shall be one day and the maximum term shall be specified in the Service Agreement.~~

~~13.2 Reservation Priority:~~ Long-Term Firm Point-To-Point

~~Transmission Service shall be available on a first come, first-served basis i.e., in the chronological sequence in which each Transmission Customer has reserved service. Reservations for Short-Term Firm Point To Point Transmission Service will be conditional based upon the length of the requested transaction. If the Transmission System becomes oversubscribed, requests for longer term service may preempt requests for shorter term service up to the~~

~~following deadlines: one day before the commencement of daily service, one week before the commencement of weekly service, and one month before the commencement of monthly service. Before the conditional reservation deadline, if available transmission capability is insufficient to satisfy all Applications, an Eligible Customer with a reservation for shorter term service has the right of first refusal to match any longer term reservation before losing its reservation priority. A longer term competing request for Short-Term Firm Point-To-Point Transmission Service will be granted if the Eligible Customer with the right of first refusal does not agree to match the competing request within 24 hours (or earlier if necessary to comply with the scheduling deadlines provided in Section 13.8) from being notified by the Transmission Provider of a longer term competing request for Short-Term Firm Point-To-Point Transmission Service. After the conditional reservation deadline, service will commence pursuant to the terms of Part II of the Tariff. Firm Point-To-Point Transmission Service will always have a~~

~~reservation priority over Non-Firm Point-To-Point Transmission Service under the Tariff. All Long Term Firm Point-To-Point Transmission Service will have equal reservation priority with Native Load Customers and Network Customers. Reservation priorities for existing firm service customers are provided in Section 2.2.~~

~~**13.3 Use of Firm Transmission Service by the Transmission**~~

~~**Provider:** The Transmission Provider will be subject to the rates, terms and conditions of Part II of the Tariff when making Third Party Sales under (i) agreements executed on or after July 9, 1996, or (ii) agreements executed prior to the aforementioned date that the Commission requires to be unbundled, by the date specified by the Commission. The Transmission Provider will maintain separate accounting, pursuant to Section 8, for any use of the Point-To-Point Transmission Service to make Third Party Sales.~~

~~**13.4 Service Agreements:** The Transmission Provider shall offer a standard form Firm Point To Point Transmission Service Agreement (Attachment A) to an Eligible Customer when it submits a Completed Application for~~

~~Long-Term Firm Point-To-Point Transmission Service.~~  
~~The Transmission Provider shall offer a standard form~~  
~~Firm Point-To-Point Transmission Service Agreement~~  
~~(Attachment A) to an Eligible Customer when it first~~  
~~submits a Completed Application for Short-Term Firm~~  
~~Point To Point Transmission Service pursuant to the~~  
~~Tariff. Executed Service Agreements that contain the~~  
~~information required under the Tariff shall be filed~~  
~~with the Commission in compliance with applicable~~  
~~Commission regulations.~~

### ~~13.5 Transmission Customer Obligations for Facility~~

~~**Additions or Redispatch Costs:** In cases where the~~  
~~Transmission Provider determines that the Transmission~~  
~~System is not capable of providing Firm Point To Point~~  
~~Transmission Service without (1) degrading or~~  
~~impairing the reliability of service to Native Load~~  
~~Customers, Network Customers and other Transmission~~  
~~Customers taking Firm Point To Point Transmission~~  
~~Service, or (2) interfering with the Transmission~~  
~~Provider's ability to meet prior firm contractual~~  
~~commitments to others, the Transmission Provider will~~  
~~be obligated to expand or upgrade its Transmission~~

~~System pursuant to the terms of Section 15.4. The Transmission Customer must agree to compensate the Transmission Provider for any necessary transmission facility additions pursuant to the terms of Section 27. To the extent the Transmission Provider can relieve any system constraint more economically by redispatching the Transmission Provider's resources than through constructing Network Upgrades, it shall do so, provided that the Eligible Customer agrees to compensate the Transmission Provider pursuant to the terms of Section 27. Any redispatch, Network Upgrade or Direct Assignment Facilities costs to be charged to the Transmission Customer on an incremental basis under the Tariff will be specified in the Service Agreement prior to initiating service.~~

~~**13.6 Curtailment of Firm Transmission Service:** In the event that a Curtailment on the Transmission Provider's Transmission System, or a portion thereof, is required to maintain reliable operation of such system, Curtailments will be made on a non-discriminatory basis to the transaction(s) that effectively relieve the constraint. If multiple~~

~~transactions require Curtailment, to the extent practicable and consistent with Good Utility Practice, the Transmission Provider will curtail service to Network Customers and Transmission Customers taking Firm Point-To-Point Transmission Service on a basis comparable to the curtailment of service to the Transmission Provider's Native Load Customers. All Curtailments will be made on a non-discriminatory basis, however, Non-Firm Point-To-Point Transmission Service shall be subordinate to Firm Transmission Service. When the Transmission Provider determines that an electrical emergency exists on its Transmission System and implements emergency procedures to Curtail Firm Transmission Service, the Transmission Customer shall make the required reductions upon request of the Transmission Provider. However, the Transmission Provider reserves the right to Curtail, in whole or in part, any Firm Transmission Service provided under the Tariff when, in the Transmission Provider's sole discretion, an emergency or other unforeseen condition impairs or degrades the reliability of its Transmission System. The~~

~~Transmission Provider will notify all affected  
Transmission Customers in a timely manner of any  
scheduled Curtailments.~~

~~13.7 Classification of Firm Transmission Service:~~

~~(a) The Transmission Customer taking Firm Point-To-  
Point Transmission Service may (1) change its  
Receipt and Delivery Points to obtain service on  
a non firm basis consistent with the terms of  
Section 22.1 or (2) request a modification of the  
Points of Receipt or Delivery on a firm basis  
pursuant to the terms of Section 22.2.~~

~~(b) The Transmission Customer may purchase  
transmission service to make sales of capacity  
and energy from multiple generating units that  
are on the Transmission Provider's Transmission  
System. For such a purchase of transmission  
service, the resources will be designated as  
multiple Points of Receipt, unless the multiple  
generating units are at the same generating plant  
in which case the units would be treated as a  
single Point of Receipt.~~

~~(c) The Transmission Provider shall provide firm deliveries of capacity and energy from the Point(s) of Receipt to the Point(s) of Delivery. Each Point of Receipt at which firm transmission capacity is reserved by the Transmission Customer shall be set forth in the Firm Point To Point Service Agreement for Long Term Firm Transmission Service along with a corresponding capacity reservation associated with each Point of Receipt. Points of Receipt and corresponding capacity reservations shall be as mutually agreed upon by the Parties for Short Term Firm Transmission. Each Point of Delivery at which firm transmission capacity is reserved by the Transmission Customer shall be set forth in the Firm Point To Point Service Agreement for Long Term Firm Transmission Service along with a corresponding capacity reservation associated with each Point of Delivery. Points of Delivery and corresponding capacity reservations shall be as mutually agreed upon by the Parties for Short Term Firm Transmission. The greater of either (1) the sum of the capacity reservations at the~~

~~Point(s) of Receipt, or (2) the sum of the capacity reservations at the Point(s) of Delivery shall be the Transmission Customer's Reserved Capacity. The Transmission Customer will be billed for its Reserved Capacity under the terms of Schedule 7. The Transmission Customer may not exceed its firm capacity reserved at each Point of Receipt and each Point of Delivery except as otherwise specified in Section 22. In the event that a Transmission Customer (including Third Party Sales by the Transmission Provider) exceeds its firm Reserved Capacity at any Point of Receipt or Point of Delivery, the Transmission Customer shall pay, in addition to the otherwise applicable charge, a penalty equal to the product of two times the applicable charge and the amount of capacity used in excess of the Reserved Capacity for the lesser of the transaction or one month.~~

~~**13.8 Scheduling of Firm Point To Point Transmission**~~

~~**Service:** Schedules for the Transmission Customer's Firm Point To Point Transmission Service must be~~

~~submitted to the Transmission Provider no later than 10:00 a.m. of the day prior to commencement of such service. Schedules submitted after 10:00 a.m. will be accommodated, if practicable. Hour to hour schedules of any capacity and energy that is to be delivered must be stated in increments of 1,000 kW per hour. Transmission Customers within the Transmission Provider's service area with multiple requests for Transmission Service at a Point of Receipt, each of which is under 1,000 kW per hour, may consolidate their service requests at a common point of receipt into units of 1,000 kW per hour for scheduling and billing purposes. Scheduling changes will be permitted up to twenty (20) minutes before the start of the next clock hour provided that the Delivering Party and Receiving Party also agree to the schedule modification. The Transmission Provider will furnish to the Delivering Party's system operator, hour to hour schedules equal to those furnished by the Receiving Party (unless reduced for losses) and shall deliver the capacity and energy provided by such schedules. Should the Transmission Customer,~~

~~Delivering Party or Receiving Party revise or terminate any schedule, such party shall immediately notify the Transmission Provider, and the Transmission Provider shall have the right to adjust accordingly the schedule for capacity and energy to be received and to be delivered.~~

~~14 Nature of Non-Firm Point-To-Point Transmission Service~~

~~14.1 Term: Non Firm Point To Point Transmission Service will be available for periods ranging from one (1) hour to one (1) month. However, a Purchaser of Non-Firm Point-To-Point Transmission Service will be entitled to reserve a sequential term of service (such as a sequential monthly term without having to wait for the initial term to expire before requesting another monthly term) so that the total time period for which the reservation applies is greater than one month, subject to the requirements of Section 18.3.~~

~~14.2 Reservation Priority: Non Firm Point To Point Transmission Service shall be available from transmission capability in excess of that needed for reliable service to Native Load Customers, Network Customers and other Transmission Customers taking~~

~~Long-Term and Short-Term Firm Point-To-Point  
Transmission Service. A higher priority will be  
assigned to reservations with a longer duration of  
service. In the event the Transmission System is  
constrained, competing requests of equal duration will  
be prioritized based on the highest price offered by  
the Eligible Customer for the Transmission Service.  
Eligible Customers that have already reserved shorter  
term service have the right of first refusal to match  
any longer term reservation before being preempted. A  
longer term competing request for Non-Firm Point-To-  
Point Transmission Service will be granted if the  
Eligible Customer with the right of first refusal does  
not agree to match the competing request: (a)  
immediately for hourly Non-Firm Point-To-Point  
Transmission Service after notification by the  
Transmission Provider; and, (b) within 24 hours (or  
earlier if necessary to comply with the scheduling  
deadlines provided in Section 14.6) for Non-Firm  
Point-To-Point Transmission Service other than hourly  
transactions after notification by the Transmission  
Provider. Transmission service for Network Customers~~

~~from resources other than designated Network Resources will have a higher priority than any Non Firm Point To Point Transmission Service. Non Firm Point To Point Transmission Service over secondary Point(s) of Receipt and Point(s) of Delivery will have the lowest reservation priority under the Tariff.~~

~~14.3 Use of Non Firm Point To Point Transmission Service by~~

~~the Transmission Provider: The Transmission Provider will be subject to the rates, terms and conditions of Part II of the Tariff when making Third Party Sales under (i) agreements executed on or after July 9, 1996, or (ii) agreements executed prior to the aforementioned date that the Commission requires to be unbundled, by the date specified by the Commission. The Transmission Provider will maintain separate accounting, pursuant to Section 8, for any use of Non Firm Point To Point Transmission Service to make Third Party Sales.~~

~~14.4 Service Agreements: The Transmission Provider shall~~

~~offer a standard form Non Firm Point To Point Transmission Service Agreement (Attachment B) to an Eligible Customer when it first submits a Completed~~

~~Application for Non-Firm Point-To-Point Transmission Service pursuant to the Tariff. Executed Service Agreements that contain the information required under the Tariff shall be filed with the Commission in compliance with applicable Commission regulations.~~

~~14.5 Classification of Non-Firm Point-To-Point Transmission~~

~~**Service:** Non-Firm Point-To-Point Transmission Service shall be offered under terms and conditions contained in Part II of the Tariff. The Transmission Provider undertakes no obligation under the Tariff to plan its Transmission System in order to have sufficient capacity for Non-Firm Point-To-Point Transmission Service. Parties requesting Non-Firm Point-To-Point Transmission Service for the transmission of firm power do so with the full realization that such service is subject to availability and to Curtailment or Interruption under the terms of the Tariff. In the event that a Transmission Customer (including Third-Party Sales by the Transmission Provider) exceeds its non-firm Reserved Capacity at any Point of Receipt or Point of Delivery, the Transmission Customer shall pay, in addition to the otherwise applicable charge, a~~

~~penalty equal to the product of two times the applicable charge and the amount of capacity used in excess of the Reserved Capacity for the lesser of the transaction or one month. Non Firm Point To Point Transmission Service shall include transmission of energy on an hourly basis and transmission of scheduled short term capacity and energy on a daily, weekly or monthly basis, but not to exceed one month's reservation for any one Application, under Schedule 8.~~

~~14.6 Scheduling of Non Firm Point To Point Transmission~~

~~**Service:** Schedules for Non Firm Point To Point Transmission Service must be submitted to the Transmission Provider no later than 2:00 p.m. of the day prior to commencement of such service. Schedules submitted after 2:00 p.m. will be accommodated, if practicable. Hour to hour schedules of energy that is to be delivered must be stated in increments of 1,000 kW per hour. Transmission Customers within the Transmission Provider's service area with multiple requests for Transmission Service at a Point of Receipt, each of which is under 1,000 kW per hour, may consolidate their schedules at a common Point of~~

~~Receipt into units of 1,000 kW per hour. Scheduling changes will be permitted up to twenty (20) minutes before the start of the next clock hour provided that the Delivering Party and Receiving Party also agree to the schedule modification. The Transmission Provider will furnish to the Delivering Party's system operator, hour-to-hour schedules equal to those furnished by the Receiving Party (unless reduced for losses) and shall deliver the capacity and energy provided by such schedules. Should the Transmission Customer, Delivering Party or Receiving Party revise or terminate any schedule, such party shall immediately notify the Transmission Provider, and the Transmission Provider shall have the right to adjust accordingly the schedule for capacity and energy to be received and to be delivered.~~

~~**14.7 Curtailment or Interruption of Service:** The Transmission Provider reserves the right to Curtail, in whole or in part, Non-Firm Point-To-Point Transmission Service provided under the Tariff for reliability reasons when, an emergency or other unforeseen condition threatens to impair or degrade~~

~~the reliability of its Transmission System. The Transmission Provider reserves the right to Interrupt, in whole or in part, Non-Firm Point-To-Point Transmission Service provided under the Tariff for economic reasons in order to accommodate (1) a request for Firm Transmission Service, (2) a request for Non-Firm Point-To-Point Transmission Service of greater duration, (3) a request for Non-Firm Point-To-Point Transmission Service of equal duration with a higher price, or (4) transmission service for Network Customers from non-designated resources. The Transmission Provider also will discontinue or reduce service to the Transmission Customer to the extent that deliveries for transmission are discontinued or reduced at the Point(s) of Receipt. Where required, Curtailments or Interruptions will be made on a nondiscriminatory basis to the transaction(s) that effectively relieve the constraint, however, Non-Firm Point-To-Point Transmission Service shall be subordinate to Firm Transmission Service. If multiple transactions require Curtailment or Interruption, to the extent practicable and consistent with Good~~

~~Utility Practice, Curtailments or Interruptions will be made to transactions of the shortest term (e.g., hourly non-firm transactions will be Curtailed or Interrupted before daily non-firm transactions and daily non-firm transactions will be Curtailed or Interrupted before weekly non-firm transactions). Transmission service for Network Customers from resources other than designated Network Resources will have a higher priority than any Non-Firm Point-To-Point Transmission Service under the Tariff. Non-Firm Point-To-Point Transmission Service over secondary Point(s) of Receipt and Point(s) of Delivery will have a lower priority than any Non-Firm Point-To-Point Transmission Service under the Tariff. The Transmission Provider will provide advance notice of Curtailment or Interruption where such notice can be provided consistent with Good Utility Practice.~~

## ~~15 Service Availability~~

~~15.1 General Conditions: The Transmission Provider will provide Firm and Non-Firm Point-To-Point Transmission Service over, on or across its Transmission System to any Transmission Customer that has met the requirements of Section 16.~~

~~15.2 Determination of Available Transmission Capability: A~~

~~description of the Transmission Provider's specific methodology for assessing available transmission capability posted on the Transmission Provider's OASIS (Section 4) is contained in Attachment C of the Tariff. In the event sufficient transmission capability may not exist to accommodate a service request, the Transmission Provider will respond by performing a System Impact Study.~~

~~15.3 Initiating Service in the Absence of an Executed~~

~~Service Agreement: If the Transmission Provider and the Transmission Customer requesting Firm or Non Firm Point-To-Point Transmission Service cannot agree on all the terms and conditions of the Point To Point Service Agreement, the Transmission Provider shall file with the Commission, within thirty (30) days after the date the Transmission Customer provides written notification directing the Transmission Provider to file, an unexecuted Point-To-Point Service Agreement containing terms and conditions deemed appropriate by the Transmission Provider for such requested Transmission Service. The Transmission~~

~~Provider shall commence providing Transmission Service subject to the Transmission Customer agreeing to (i) compensate the Transmission Provider at whatever rate the Commission ultimately determines to be just and reasonable, and (ii) comply with the terms and conditions of the Tariff including posting appropriate security deposits in accordance with the terms of Section 17.3.~~

~~15.4 Obligation to Provide Transmission Service that~~

~~**Requires Expansion or Modification of the Transmission System:** If the Transmission Provider determines that it cannot accommodate a Completed Application for Firm Point-To-Point Transmission Service because of insufficient capability of its Transmission System, the Transmission Provider will use due diligence to expand or modify its Transmission System to provide the requested Firm Transmission Service, provided the Transmission Customer agrees to compensate the Transmission Provider for such costs pursuant to the terms of Section 27. The Transmission Provider will conform to Good Utility Practice in determining the need for new facilities and in the design and~~

~~construction of such facilities. The obligation applies only to those facilities that the Transmission Provider has the right to expand or modify.~~

~~**15.5 Deferral of Service:** The Transmission Provider may defer providing service until it completes construction of new transmission facilities or upgrades needed to provide Firm Point-To-Point Transmission Service whenever the Transmission Provider determines that providing the requested service would, without such new facilities or upgrades, impair or degrade reliability to any existing firm services.~~

~~**15.6 Other Transmission Service Schedules:** Eligible Customers receiving transmission service under other agreements on file with the Commission may continue to receive transmission service under those agreements until such time as those agreements may be modified by the Commission.~~

~~**15.7 Real Power Losses:** Real Power Losses are associated with all transmission service. The Transmission Provider is not obligated to provide Real Power Losses. The Transmission Customer is responsible for~~

~~replacing losses associated with all transmission service as calculated by the Transmission Provider. The applicable Real Power Loss factors shall be as specified in Schedule 9, Loss Compensation Service. The Transmission Customer and the Transmission Provider may agree to receive and provide, respectively, Loss Compensation Service pursuant to Schedule 9.~~

#### ~~16—Transmission Customer Responsibilities~~

~~16.1 Conditions Required of Transmission Customers: Point-To-Point Transmission Service shall be provided by the Transmission Provider only if the following conditions are satisfied by the Transmission Customer:~~

- ~~a. The Transmission Customer has pending a Completed Application for service;~~
- ~~b. The Transmission Customer meets the creditworthiness criteria set forth in Section 11;~~
- ~~c. The Transmission Customer will have arrangements in place for any other transmission service necessary to effect the delivery from the~~

~~generating source to the Transmission Provider  
prior to the time service under Part II of the  
Tariff commences;~~

~~d. The Transmission Customer agrees to pay for any  
facilities constructed and chargeable to such  
Transmission Customer under Part II of the  
Tariff, whether or not the Transmission Customer  
takes service for the full term of its  
reservation; and~~

~~e. The Transmission Customer has executed a Point To  
Point Service Agreement or has agreed to receive  
service pursuant to Section 15.3.~~

#### ~~16.2 Transmission Customer Responsibility for Third-Party~~

~~**Arrangements:** Any scheduling arrangements that may be  
required by other electric systems shall be the  
responsibility of the Transmission Customer requesting  
service. The Transmission Customer shall provide,  
unless waived by the Transmission Provider,  
notification to the Transmission Provider identifying  
such systems and authorizing them to schedule the  
capacity and energy to be transmitted by the  
Transmission Provider pursuant to Part II of the~~

~~Tariff on behalf of the Receiving Party at the Point of Delivery or the Delivering Party at the Point of Receipt. However, the Transmission Provider will undertake reasonable efforts to assist the Transmission Customer in making such arrangements, including without limitation, providing any information or data required by such other electric system pursuant to Good Utility Practice.~~

~~17 Procedures for Arranging Firm Point-To-Point Transmission Service~~

~~17.1 Application: A request for Firm Point-To-Point~~

~~Transmission Service for periods of one year or longer must contain a written Application to:~~

~~Ameren Service Company  
Energy Supply  
1901 Chouteau Avenue  
P.O. Box 66149 (MC 600)  
St. Louis, MO 63166-6149~~

~~at least sixty (60) days in advance of the calendar month in which service is to commence. The Transmission Provider will consider requests for such firm service on shorter notice when feasible. Requests for firm service for periods of less than one year shall be subject to expedited procedures that shall be~~

~~negotiated between the Parties within the time constraints provided in Section 17.5. All Firm Point To-Point Transmission Service requests should be submitted by entering the information listed below on the Transmission Provider's OASIS. Prior to implementation of the Transmission Provider's OASIS, a Completed Application may be submitted by (i) transmitting the required information to the Transmission Provider by telefax, or (ii) providing the information by telephone over the Transmission Provider's time recorded telephone line. Each of these methods will provide a time stamped record for establishing the priority of the Application.~~

~~**17.2 Completed Application:** A Completed Application shall provide all of the information included in 18 CFR § 2.20 including but not limited to the following:~~

- ~~(i) The identity, address, telephone number and facsimile number of the entity requesting service;~~
- ~~(ii) A statement that the entity requesting service is, or will be upon commencement of service, an Eligible Customer under the Tariff;~~
- ~~(iii) The location of the Point(s) of Receipt and Point(s) of Delivery and the identities of the Delivering Parties and the Receiving Parties;~~

- ~~(iv) The location of the generating facility(ies) supplying the capacity and energy and the location of the load ultimately served by the capacity and energy transmitted. The Transmission Provider will treat this information as confidential except to the extent that disclosure of this information is required by this Tariff, by regulatory or judicial order, for reliability purposes pursuant to Good Utility Practice or pursuant to RTG transmission information sharing agreements. The Transmission Provider shall treat this information consistent with the standards of conduct contained in Part 37 of the Commission's regulations;~~
- ~~(v) A description of the supply characteristics of the capacity and energy to be delivered;~~
- ~~(vi) An estimate of the capacity and energy expected to be delivered to the Receiving Party;~~
- ~~(vii) The Service Commencement Date and the term of the requested Transmission Service; and~~
- ~~(viii) The transmission capacity requested for each Point of Receipt and each Point of Delivery on the Transmission Provider's Transmission System; customers may combine their requests for service in order to satisfy the minimum transmission capacity requirement.~~

~~The Transmission Provider shall treat this information consistent with the standards of conduct contained in Part 37 of the Commission's regulations.~~

~~17.3 Deposit: A Completed Application for Firm Point-To-Point Transmission Service also shall include a deposit of either one month's charge for Reserved Capacity or the full charge for Reserved Capacity for service requests of less than one month. If the Application is rejected by the Transmission Provider because it does not meet the conditions for service as set forth herein, or in the case of requests for service arising in connection with losing bidders in a Request For Proposals (RFP), said deposit shall be returned with interest less any reasonable costs incurred by the Transmission Provider in connection with the review of the losing bidder's Application. The deposit also will be returned with interest less any reasonable costs incurred by the Transmission Provider if the Transmission Provider is unable to complete new facilities needed to provide the service. If an Application is withdrawn or the Eligible Customer decides not to enter into a Service Agreement for Firm Point To Point Transmission Service, the deposit shall be refunded in full, with interest, less reasonable costs incurred by the Transmission Provider~~

~~to the extent such costs have not already been recovered by the Transmission Provider from the Eligible Customer. The Transmission Provider will provide to the Eligible Customer a complete accounting of all costs deducted from the refunded deposit, which the Eligible Customer may contest if there is a dispute concerning the deducted costs. Deposits associated with construction of new facilities are subject to the provisions of Section 19. If a Service Agreement for Firm Point To Point Transmission Service is executed, the deposit, with interest, will be returned to the Transmission Customer upon expiration or termination of the Service Agreement for Firm Point To Point Transmission Service. Applicable interest shall be computed in accordance with the Commission's regulations at 18 CFR § 35.19a(a)(2)(iii), and shall be calculated from the day the deposit check is credited to the Transmission Provider's account.~~

~~Notwithstanding the foregoing, the Transmission Provider may, on a non-discriminatory basis, waive the requirement that a deposit accompany an Application~~

~~where the Eligible Customer has established its creditworthiness pursuant to Section 11 of this Tariff and is not in default in its obligations under this Tariff, as defined in Section 7.3 of this Tariff, at the time of the Application. The Transmission Provider will bill the Eligible Customer for any reasonable costs incurred by the Transmission Provider in connection with its review of the Application. Such bill will contain a complete accounting of all costs included.~~

~~**17.4 Notice of Deficient Application:** If an Application fails to meet the requirements of the Tariff, the Transmission Provider shall notify the entity requesting service within fifteen (15) days of receipt of the reasons for such failure. The Transmission Provider will attempt to remedy minor deficiencies in the Application through informal communications with the Eligible Customer. If such efforts are unsuccessful, the Transmission Provider shall return the Application, along with any deposit, with interest. Upon receipt of a new or revised Application that fully complies with the requirements~~

~~\_of Part II of the Tariff, the Eligible Customer shall be assigned a new priority consistent with the date of the new or revised Application.~~

~~**17.5 Response to a Completed Application:** Following receipt of a Completed Application for Firm Point-To-Point Transmission Service, the Transmission Provider shall make a determination of available transmission capability as required in Section 15.2. The Transmission Provider shall notify the Eligible Customer as soon as practicable, but not later than thirty (30) days after the date of receipt of a Completed Application either (i) if it will be able to provide service without performing a System Impact Study or (ii) if such a study is needed to evaluate the impact of the Application pursuant to Section 19.1. Responses by the Transmission Provider must be made as soon as practicable to all completed applications (including applications by its own merchant function) and the timing of such responses must be made on a nondiscriminatory basis.~~

~~**17.6 Execution of Service Agreement:** Whenever the Transmission Provider determines that a System Impact~~

~~Study is not required and that the service can be provided, it shall notify the Eligible Customer as soon as practicable but no later than thirty (30) days after receipt of the Completed Application. Where a System Impact Study is required, the provisions of Section 19 will govern the execution of a Service Agreement. Failure of an Eligible Customer to execute and return the Service Agreement or request the filing of an unexecuted service agreement pursuant to Section 15.3, within fifteen (15) days after it is tendered by the Transmission Provider will be deemed a withdrawal and termination of the Application and any deposit submitted shall be refunded with interest. Nothing herein limits the right of an Eligible Customer to file another Application after such withdrawal and termination.~~

~~**17.7 Extensions for Commencement of Service:**~~ The

~~Transmission Customer can obtain up to five (5) one-year extensions for the commencement of service. The Transmission Customer may postpone service by paying a non-refundable annual reservation fee equal to one month's charge for Firm Transmission Service for each~~

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~~\_year or fraction thereof. If during any extension for the commencement of service an Eligible Customer submits a Completed Application for Firm Transmission Service, and such request can be satisfied only by releasing all or part of the Transmission Customer's Reserved Capacity, the original Reserved Capacity will be released unless the following condition is satisfied. Within thirty (30) days, the original Transmission Customer agrees to pay the Firm Point-To-Point transmission rate for its Reserved Capacity concurrent with the new Service Commencement Date. In the event the Transmission Customer elects to release the Reserved Capacity, the reservation fees or portions thereof previously paid will be forfeited.~~

~~18 Procedures for Arranging Non-Firm Point-To-Point~~

~~Transmission Service~~

~~18.1 Application: Eligible Customers seeking Non-Firm Point-To-Point Transmission Service must submit a Completed Application to the Transmission Provider. Applications should be submitted by entering the information listed below on the Transmission Provider's OASIS. Prior to implementation of the~~

~~Transmission Provider's OASIS, a Completed Application may be submitted by (i) transmitting the required information to the Transmission Provider by telefax, or (ii) providing the information by telephone over the Transmission Provider's time recorded telephone line. Each of these methods will provide a time stamped record for establishing the service priority of the Application.~~

~~**18.2 Completed Application:** A Completed Application shall provide all of the information included in 18 CFR 2.20 including but not limited to the following:~~

- ~~(i) The identity, address, telephone number and facsimile number of the entity requesting service;~~
- ~~(ii) A statement that the entity requesting service is, or will be upon commencement of service, an Eligible Customer under the Tariff;~~
- ~~(iii) The Point(s) of Receipt and the Point(s) of Delivery;~~
- ~~(iv) The maximum amount of capacity requested at each Point of Receipt and Point of Delivery; and~~
- ~~(v) The proposed dates and hours for initiating and terminating transmission service hereunder.~~

~~In addition to the information specified above, when required to properly evaluate system conditions, the Transmission Provider also may ask the Transmission Customer to provide the following:~~

~~(vi) The electrical location of the initial source of the power to be transmitted pursuant to the Transmission Customer's request for service; and~~

~~(vii) The electrical location of the ultimate load.~~

~~The Transmission Provider will treat this information in (vi) and (vii) as confidential at the request of the Transmission Customer except to the extent that disclosure of this information is required by this Tariff, by regulatory or judicial order, for reliability purposes pursuant to Good Utility Practice, or pursuant to RTG transmission information sharing agreements. The Transmission Provider shall treat this information consistent with the standards of conduct contained in Part 37 of the Commission's regulations.~~

### ~~18.3 Reservation of Non-Firm Point-To-Point Transmission~~

~~Service: Requests for monthly service shall be~~

~~submitted no earlier than sixty (60) days before service is to commence; requests for weekly service shall be submitted no earlier than fourteen (14) days before service is to commence, requests for daily service shall be submitted no earlier than five (5) days before service is to commence, and requests for hourly service shall be submitted no earlier than noon two (2) days before service is to commence. Requests for service received later than 2:00 p.m. prior to the day service is scheduled to commence will be accommodated if practicable.~~

~~**18.4 Determination of Available Transmission Capability:**~~

~~Following receipt of a tendered schedule the Transmission Provider will make a determination on a non-discriminatory basis of available transmission capability pursuant to Section 15.2. Such determination shall be made as soon as reasonably practicable after receipt, but not later than the following time periods for the following terms of service (i) thirty (30) minutes for hourly service, (ii) thirty (30) minutes for daily service, (iii) four (4) hours for weekly service, and (iv) two (2) days for monthly service.~~

~~19 Additional Study Procedures For Firm Point-To-Point~~

~~Transmission Service Requests~~

~~19.1 Notice of Need for System Impact Study: After~~

~~receiving a request for service, the Transmission Provider shall determine on a non-discriminatory basis whether a System Impact Study is needed. A description of the Transmission Provider's methodology for completing a System Impact Study is provided in Attachment D. If the Transmission Provider determines that a System Impact Study is necessary to accommodate the requested service, it shall so inform the Eligible Customer, as soon as practicable. In such cases, the Transmission Provider shall within thirty (30) days of receipt of a Completed Application, tender a System Impact Study Agreement pursuant to which the Eligible Customer shall agree to reimburse the Transmission Provider for performing the required System Impact Study. For a service request to remain a Completed Application, the Eligible Customer shall execute the System Impact Study Agreement and return it to the Transmission Provider within fifteen (15) days. If the Eligible Customer elects not to execute the System~~

~~Impact Study Agreement, its application shall be deemed withdrawn and its deposit, pursuant to Section 17.3, shall be returned with interest.~~

~~19.2 System Impact Study Agreement and Cost Reimbursement:~~

~~(i) The System Impact Study Agreement will clearly specify the Transmission Provider's estimate of the actual cost, and time for completion of the System Impact Study. The charge shall not exceed the actual cost of the study. In performing the System Impact Study, the Transmission Provider shall rely, to the extent reasonably practicable, on existing transmission planning studies. The Eligible Customer will not be assessed a charge for such existing studies; however, the Eligible Customer will be responsible for charges associated with any modifications to existing planning studies that are reasonably necessary to evaluate the impact of the Eligible Customer's request for service on the Transmission System.~~

~~(ii) If in response to multiple Eligible Customers requesting service in relation to the same~~

~~competitive solicitation, a single System Impact Study is sufficient for the Transmission Provider to accommodate the requests for service, the costs of that study shall be pro-rated among the Eligible Customers.~~

~~(iii) For System Impact Studies that the Transmission Provider conducts on its own behalf, the Transmission Provider shall record the cost of the System Impact Studies pursuant to Section 20.~~

~~**19.3 System Impact Study Procedures:** Upon receipt of an executed System Impact Study Agreement, the Transmission Provider will use due diligence to complete the required System Impact Study within a sixty (60) day period. The System Impact Study shall identify any system constraints and redispatch options, additional Direct Assignment Facilities or Network Upgrades required to provide the requested service. In the event that the Transmission Provider is unable to complete the required System Impact Study within such time period, it shall so notify the Eligible Customer and provide an estimated completion~~

~~date along with an explanation of the reasons why additional time is required to complete the required studies. A copy of the completed System Impact Study and related work papers shall be made available to the Eligible Customer. The Transmission Provider will use the same due diligence in completing the System Impact Study for an Eligible Customer as it uses when completing studies for itself. The Transmission Provider shall notify the Eligible Customer immediately upon completion of the System Impact Study if the Transmission System will be adequate to accommodate all or part of a request for service or that no costs are likely to be incurred for new transmission facilities or upgrades. In order for a request to remain a Completed Application, within fifteen (15) days of completion of the System Impact Study the Eligible Customer must execute a Service Agreement or request the filing of an unexecuted Service Agreement pursuant to Section 15.3, or the Application shall be deemed terminated and withdrawn.~~

~~**19.4 Facilities Study Procedures:** If a System Impact Study indicates that additions or upgrades to the~~

~~Transmission System are needed to supply the Eligible Customer's service request, the Transmission Provider, within thirty (30) days of the completion of the System Impact Study, shall tender to the Eligible Customer a Facilities Study Agreement pursuant to which the Eligible Customer shall agree to reimburse the Transmission Provider for performing the required Facilities Study. For a service request to remain a Completed Application, the Eligible Customer shall execute the Facilities Study Agreement and return it to the Transmission Provider within fifteen (15) days. If the Eligible Customer elects not to execute the Facilities Study Agreement, its application shall be deemed withdrawn and its deposit, pursuant to Section 17.3, shall be returned with interest. Upon receipt of an executed Facilities Study Agreement, the Transmission Provider will use due diligence to complete the required Facilities Study within a sixty (60) day period. If the Transmission Provider is unable to complete the Facilities Study in the allotted time period, the Transmission Provider shall notify the Transmission Customer and provide an~~

~~estimate of the time needed to reach a final determination along with an explanation of the reasons that additional time is required to complete the study. When completed, the Facilities Study will include a good faith estimate of (i) the cost of Direct Assignment Facilities to be charged to the Transmission Customer, (ii) the Transmission Customer's appropriate share of the cost of any required Network Upgrades as determined pursuant to the provisions of Part II of the Tariff, and (iii) the time required to complete such construction and initiate the requested service. The Transmission Customer shall provide the Transmission Provider with a letter of credit or other reasonable form of security acceptable to the Transmission Provider equivalent to the costs of new facilities or upgrades consistent with commercial practices as established by the Uniform Commercial Code. The Transmission Customer shall have thirty (30) days to execute a Service Agreement or request the filing of an unexecuted Service Agreement and provide the required~~

~~\_letter of credit or other form of security or the request will no longer be a Completed Application and shall be deemed terminated and withdrawn.~~

~~**19.5 Facilities Study Modifications:** Any change in design arising from inability to site or construct facilities as proposed will require development of a revised good faith estimate. New good faith estimates also will be required in the event of a new statutory or regulatory requirements that are effective before the completion of construction or other circumstances beyond the control of the Transmission Provider that significantly affect the final cost of new facilities or upgrades to be charged to the Transmission Customer pursuant to the provisions of Part II of the Tariff.~~

~~**19.6 Due Diligence in Completing New Facilities:** The Transmission Provider shall use due diligence to add necessary facilities or upgrade its Transmission System within a reasonable time. The Transmission Provider will not upgrade its existing or planned Transmission System in order to provide the requested Firm Point-To-Point Transmission Service if doing so would impair system reliability or otherwise impair or degrade existing firm service.~~

~~**19.7 Partial Interim Service:** If the Transmission Provider determines that it will not have adequate transmission capability to satisfy the full amount of a Completed Application for Firm Point To Point Transmission Service, the Transmission Provider nonetheless shall be obligated to offer and provide the portion of the requested Firm Point To Point Transmission Service that can be accommodated without addition of any facilities and through redispatch. However, the Transmission Provider shall not be obligated to provide the incremental amount of requested Firm Point To Point Transmission Service that requires the addition of facilities or upgrades to the Transmission System until such facilities or upgrades have been placed in service.~~

~~**19.8 Expedited Procedures for New Facilities:** In lieu of the procedures set forth above, the Eligible Customer shall have the option to expedite the process by requesting the Transmission Provider to tender at one time, together with the results of required studies, an "Expedited Service Agreement" pursuant to which the Eligible Customer would agree to compensate the~~

~~Transmission Provider for all costs incurred pursuant to the terms of the Tariff. In order to exercise this option, the Eligible Customer shall request in writing an expedited Service Agreement covering all of the above specified items within thirty (30) days of receiving the results of the System Impact Study identifying needed facility additions or upgrades or costs incurred in providing the requested service. While the Transmission Provider agrees to provide the Eligible Customer with its best estimate of the new facility costs and other charges that may be incurred, such estimate shall not be binding and the Eligible Customer must agree in writing to compensate the Transmission Provider for all costs incurred pursuant to the provisions of the Tariff. The Eligible Customer shall execute and return such an Expedited Service Agreement within fifteen (15) days of its receipt or the Eligible Customer's request for service will cease to be a Completed Application and will be deemed terminated and withdrawn.~~

~~20 Procedures if The Transmission Provider is Unable to Complete New Transmission Facilities for Firm Point-To-Point Transmission Service~~

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~~**20.1 Delays in Construction of New Facilities:** If any event occurs that will materially affect the time for completion of new facilities, or the ability to complete them, the Transmission Provider shall promptly notify the Transmission Customer. In such circumstances, the Transmission Provider shall within thirty (30) days of notifying the Transmission Customer of such delays, convene a technical meeting with the Transmission Customer to evaluate the alternatives available to the Transmission Customer. The Transmission Provider also shall make available to the Transmission Customer studies and work papers related to the delay, including all information that is in the possession of the Transmission Provider that is reasonably needed by the Transmission Customer to evaluate any alternatives.~~

~~**20.2 Alternatives to the Original Facility Additions:** When the review process of Section 20.1 determines that one or more alternatives exist to the originally planned construction project, the Transmission Provider shall present such alternatives for consideration by the Transmission Customer. If, upon review of any~~

~~alternatives, the Transmission Customer desires to maintain its Completed Application subject to construction of the alternative facilities, it may request the Transmission Provider to submit a revised Service Agreement for Firm Point-To-Point Transmission Service. If the alternative approach solely involves Non-Firm Point-To-Point Transmission Service, the Transmission Provider shall promptly tender a Service Agreement for Non-Firm Point-To-Point Transmission Service providing for the service. In the event the Transmission Provider concludes that no reasonable alternative exists and the Transmission Customer disagrees, the Transmission Customer may seek relief under the dispute resolution procedures pursuant to Section 12 or it may refer the dispute to the Commission for resolution.~~

~~**20.3 Refund Obligation for Unfinished Facility Additions:**~~

~~If the Transmission Provider and the Transmission Customer mutually agree that no other reasonable alternatives exist and the requested service cannot be provided out of existing capability under the conditions of Part II of the Tariff, the obligation to~~

~~provide the requested Firm Point-To-Point Transmission Service shall terminate and any deposit made by the Transmission Customer shall be returned with interest pursuant to Commission regulations 35.19a(a)(2)(iii). However, the Transmission Customer shall be responsible for all prudently incurred costs by the Transmission Provider through the time construction was suspended.~~

~~21 Provisions Relating to Transmission Construction and Services on the Systems of Other Utilities~~

~~21.1 Responsibility for Third-Party System Additions: The Transmission Provider shall not be responsible for making arrangements for any necessary engineering, permitting, and construction of transmission or distribution facilities on the system(s) of any other entity or for obtaining any regulatory approval for such facilities. The Transmission Provider will undertake reasonable efforts to assist the Transmission Customer in obtaining such arrangements, including without limitation, providing any information or data required by such other electric system pursuant to Good Utility Practice.~~

~~21.2 Coordination of Third-Party System Additions: In~~  
~~circumstances where the need for transmission~~  
~~facilities or upgrades is identified pursuant to the~~  
~~provisions of Part II of the Tariff, and if such~~  
~~upgrades further require the addition of transmission~~  
~~facilities on other systems, the Transmission Provider~~  
~~shall have the right to coordinate construction on its~~  
~~own system with the construction required by others.~~  
~~The Transmission Provider, after consultation with the~~  
~~Transmission Customer and representatives of such~~  
~~other systems, may defer construction of its new~~  
~~transmission facilities, if the new transmission~~  
~~facilities on another system cannot be completed in a~~  
~~timely manner. The Transmission Provider shall notify~~  
~~the Transmission Customer in writing of the basis for~~  
~~any decision to defer construction and the specific~~  
~~problems which must be resolved before it will~~  
~~initiate or resume construction of new facilities.~~  
~~Within sixty (60) days of receiving written~~  
~~notification by the Transmission Provider of its~~  
~~intent to defer construction pursuant to this section,~~  
~~the Transmission Customer may challenge the decision~~

~~in accordance with the dispute resolution procedures pursuant to Section 12 or it may refer the dispute to the Commission for resolution.~~

## ~~22 Changes in Service Specifications~~

~~22.1 Modifications On a Non-Firm Basis: The Transmission Customer taking Firm Point To Point Transmission Service may request the Transmission Provider to provide transmission service on a non firm basis over Receipt and Delivery Points other than those specified in the Service Agreement ("Secondary Receipt and Delivery Points"), in amounts not to exceed its firm capacity reservation, without incurring an additional Non-Firm Point To Point Transmission Service charge or executing a new Service Agreement, subject to the following conditions:~~

~~(a) Service provided over Secondary Receipt and Delivery Points will be non-firm only, on an as-available basis and will not displace any firm or non-firm service reserved or scheduled by third-parties under the Tariff or by the Transmission Provider on behalf of its Native Load Customers.~~

~~(b) The sum of all Firm and Non-Firm Point-To-Point Transmission Service provided to the Transmission Customer at any time pursuant to this section shall not exceed the Reserved Capacity in the relevant Service Agreement under which such services are provided.~~

~~(c) The Transmission Customer shall retain its right to schedule Firm Point To Point Transmission Service at the Receipt and Delivery Points specified in the relevant Service Agreement in the amount of its original capacity reservation.~~

~~(d) Service over Secondary Receipt and Delivery Points on a non-firm basis shall not require the filing of an Application for Non Firm Point To Point Transmission Service under the Tariff. However, all other requirements of Part II of the Tariff (except as to transmission rates) shall apply to transmission service on a non firm basis over Secondary Receipt and Delivery Points.~~

~~**22.2 Modification On a Firm Basis:** Any request by a Transmission Customer to modify Receipt and Delivery Points on a firm basis shall be treated as a new~~

~~request for service in accordance with Section 17 hereof, except that such Transmission Customer shall not be obligated to pay any additional deposit if the capacity reservation does not exceed the amount reserved in the existing Service Agreement. While such new request is pending, the Transmission Customer shall retain its priority for service at the existing firm Receipt and Delivery Points specified in its Service Agreement.~~

~~22.3 Deleted in compliance with Commission Order of October 14, 1999 in Docket No. ER99-4226-000.~~

~~23 Sale or Assignment of Transmission Service~~

~~23.1 Procedures for Assignment or Transfer of Service:~~

~~Subject to Commission approval of any necessary filings, a Transmission Customer may sell, assign, or transfer all or a portion of its rights under its Service Agreement, but only to another Eligible Customer (the Assignee). The Transmission Customer that sells, assigns or transfers its rights under its Service Agreement is hereafter referred to as the Reseller. Compensation to the Reseller shall not exceed the higher of (i) the original rate paid by the~~

~~Reseller, (ii) the Transmission Provider's maximum rate on file at the time of the assignment, or (iii) the Reseller's opportunity cost capped at the Transmission Provider's cost of expansion. If the Assignee does not request any change in the Point(s) of Receipt or the Point(s) of Delivery, or a change in any other term or condition set forth in the original Service Agreement, the Assignee will receive the same services as did the Reseller and the priority of service for the Assignee will be the same as that of the Reseller. A Reseller should notify the Transmission Provider as soon as possible after any assignment or transfer of service occurs but in any event, notification must be provided prior to any provision of service to the Assignee. The Assignee will be subject to all terms and conditions of this Tariff. If the Assignee requests a change in service, the reservation priority of service will be determined by the Transmission Provider pursuant to Section 13.2.~~

~~**23.2 Limitations on Assignment or Transfer of Service:** If the Assignee requests a change in the Point(s) of Receipt or Point(s) of Delivery, or a change in any~~

~~other specifications set forth in the original Service Agreement, the Transmission Provider will consent to such change subject to the provisions of the Tariff, provided that the change will not impair the operation and reliability of the Transmission Provider's generation, transmission, or distribution systems. The Assignee shall compensate the Transmission Provider for performing any System Impact Study needed to evaluate the capability of the Transmission System to accommodate the proposed change and any additional costs resulting from such change. The Reseller shall remain liable for the performance of all obligations under the Service Agreement, except as specifically agreed to by the Parties through an amendment to the Service Agreement.~~

~~**23.3 Information on Assignment or Transfer of Service:** In accordance with Section 4, Resellers may use the Transmission Provider's OASIS to post transmission capacity available for resale.~~

~~**24 Metering and Power Factor Correction at Receipt and Delivery Point(s)**~~

~~**24.1 Transmission Customer Obligations:** Unless otherwise agreed, the Transmission Customer shall be responsible~~

~~for installing and maintaining compatible metering and communications equipment to accurately account for the capacity and energy being transmitted under Part II of the Tariff and to communicate the information to the Transmission Provider. Such equipment shall remain the property of the Transmission Customer.~~

~~**24.2 Transmission Provider Access to Metering Data:** The Transmission Provider shall have access to metering data, which may reasonably be required to facilitate measurements and billing under the Service Agreement.~~

~~**24.3 Power Factor:** Unless otherwise agreed, the Transmission Customer is required to maintain a power factor within the same range as the Transmission Provider pursuant to Good Utility Practices. The power factor requirements are specified in the Service Agreement where applicable.~~

~~**25 Compensation for Transmission Service**~~

~~Rates for Firm and Non Firm Point To Point Transmission Service are provided in the Schedules appended to the Tariff: Firm Point To Point Transmission Service (Schedule 7); and Non-Firm Point To Point Transmission Service (Schedule 8). The Transmission Provider shall use Part II of the Tariff to make~~

~~its Third-Party Sales. The Transmission Provider shall account for such use at the applicable Tariff rates, pursuant to Section 8.~~

#### ~~26 Stranded Cost Recovery~~

~~The Transmission Provider may seek to recover stranded costs from the Transmission Customer pursuant to this Tariff in accordance with the terms, conditions and procedures set forth in FERC Order No. 888. However, the Transmission Provider must separately file any specific proposed stranded cost charge under Section 205 of the Federal Power Act.~~

#### ~~27 Compensation for New Facilities and Redispatch Costs~~

~~Whenever a System Impact Study performed by the Transmission Provider in connection with the provision of Firm Point To Point Transmission Service identifies the need for new facilities, the Transmission Customer shall be responsible for such costs to the extent consistent with Commission policy. Whenever a System Impact Study performed by the Transmission Provider identifies capacity constraints that may be relieved more economically by redispatching the Transmission Provider's resources than by building new facilities or upgrading existing facilities to eliminate such constraints, the Transmission Customer shall be responsible for the redispatch costs to the extent consistent with Commission policy.~~

### ~~III. NETWORK INTEGRATION TRANSMISSION SERVICE~~

#### ~~Preamble~~

~~The Transmission Provider will provide Network Integration Transmission Service pursuant to the applicable terms and conditions contained in the Tariff and Service Agreement. Network Integration Transmission Service allows the Network customer to integrate, economically dispatch and regulate its current and planned Network Resources to serve its Network Load in a manner comparable to that in which the Transmission Provider utilizes its Transmission System to serve its Native Load Customers. Network Integration Transmission Service also may be used by the Network Customer to deliver economy energy purchases to its Network Load from non-designated resources on an as available basis without additional charge. Transmission service for sales to non-designated loads will be provided pursuant to the applicable terms and conditions of Part II of the Tariff.~~

#### ~~28 Nature of Network Integration Transmission Service~~

##### ~~28.1 Scope of Service: Network Integration Transmission~~

~~Service is a transmission service that allows Network Customers to efficiently and economically utilize their Network Resources (as well as other non-~~

~~designated generation resources) to serve their  
Network Load located in the Transmission Provider's  
Control Area and any additional load that may be  
designated pursuant to Section 31.3 of the Tariff. The  
Network Customer taking Network Integration  
Transmission Service must obtain or provide Ancillary  
Services pursuant to Section 3.~~

~~**28.2 Transmission Provider Responsibilities:**~~ The

~~Transmission Provider will plan, construct, operate  
and maintain its Transmission System in accordance  
with Good Utility Practice in order to provide the  
Network Customer with Network Integration Transmission  
Service over the Transmission Provider's Transmission  
System. The Transmission Provider, on behalf of its  
Native Load Customers, shall be required to designate  
resources and loads in the same manner as any Network  
Customer under Part III of this Tariff. This  
information must be consistent with the information  
used by the Transmission Provider to calculate  
available transmission capability. The Transmission  
Provider shall include the Network Customer's Network  
Load in its Transmission System planning and shall,~~

~~\_consistent with Good Utility Practice, endeavor to construct and place into service sufficient transmission capacity to deliver the Network Customer's Network Resources to serve its Network Load on a basis comparable to the Transmission Provider's delivery of its own generating and purchased resources to its Native Load Customers.~~

~~**28.3 Network Integration Transmission Service:** The Transmission Provider will provide firm transmission service over its Transmission System to the Network Customer for the delivery of capacity and energy from its designated Network Resources to service its Network Loads on a basis that is comparable to the Transmission Provider's use of the Transmission System to reliably serve its Native Load Customers.~~

~~**28.4 Secondary Service:** The Network Customer may use the Transmission Provider's Transmission System to deliver energy to its Network Loads from resources that have not been designated as Network Resources. Such energy shall be transmitted, on an as available basis, at no~~

~~additional charge. Deliveries from resources other than Network Resources will have a higher priority than any Non-Firm Point-To-Point Transmission Service under Part II of the Tariff.~~

~~**28.5 Real Power Losses:** Real Power Losses are associated with all transmission service. The Transmission Provider is not obligated to provide Real Power Losses. The Network Customer is responsible for replacing losses associated with all transmission service as calculated by the Transmission Provider. The Transmission Customer shall either provide all applicable Real Power Losses or compensate the Transmission Provider for such Real Power Losses as provided in Schedule 9.~~

~~**28.6 Restrictions on Use of Service:** The Network Customer shall not use Network Integration Transmission Service for (i) sales of capacity and energy to non-designated loads, or (ii) direct or indirect provision of transmission service by the Network Customer to third parties. All Network Customers taking Network Integration Transmission Service shall use Point-To-Point Transmission Service under Part II of the Tariff~~

~~\_for any Third-Party Sale which requires use of the  
Transmission Provider's Transmission System.~~

## ~~29 Initiating Service~~

~~29.1 Condition Precedent for Receiving Service:~~ Subject to the terms and conditions of Part III of the Tariff, the Transmission Provider will provide Network Integration Transmission Service to any Eligible Customer, provided that (i) the Eligible Customer completes an Application for service as provided under Part III of the Tariff, (ii) the Eligible Customer and the Transmission Provider complete the technical arrangements set forth in Sections 29.3 and 29.4, (iii) the Eligible Customer executes a Service Agreement pursuant to Attachment F for service under Part III of the Tariff or requests in writing that the Transmission Provider file a proposed unexecuted Service Agreement with the Commission, and (iv) the Eligible Customer executes a Network Operating Agreement with the Transmission Provider pursuant to Attachment G, or requests in writing that the Transmission Provider file a proposed unexecuted Network Operating Agreement.

~~29.2 Application Procedures: An Eligible Customer~~

~~requesting service under Part III of the Tariff must submit an Application, with a deposit approximating the charge for one month of service, to the Transmission Provider as far as possible in advance of the month in which service is to commence. Unless subject to the procedures in Section 2, Completed Applications for Network Integration Transmission Service will be assigned a priority according to the date and time the Application is received, with the earliest Application receiving the highest priority. Applications should be submitted by entering the information listed below on the Transmission Provider's OASIS. Prior to implementation of the Transmission Provider's OASIS, a Completed Application may be submitted by (i) transmitting the required information to the Transmission Provider by telefax, or (ii) providing the information by telephone over the Transmission Provider's time recorded telephone line. Each of these methods will provide a time-stamped record for establishing the service priority~~

~~\_of the Application. A Completed Application shall provide all of the information included in 18 CFR § 2.20 including but not limited to the following:~~

- ~~(i) The identity, address, telephone number and facsimile number of the party requesting service;~~
- ~~(ii) A statement that the party requesting service is, or will be upon commencement of service, an Eligible Customer under the Tariff;~~
- ~~(iii) A description of the Network Load at each delivery point. This description should separately identify and provide the Eligible Customer's best estimate of the total loads to be served at each transmission voltage level, and the loads to be served from each Transmission Provider substation at the same transmission voltage level. The description should include ten (10) year forecast of summer and winter load and resource requirements beginning with the first year after the service is scheduled to commence;~~
- ~~(iv) The amount and location of any interruptible loads included in the Network Load. This shall include the summer and winter capacity requirements for each interruptible load (had such a load not been interruptible), that portion of the load subject to interruption, the conditions under which an interruption can be implemented and any limitations on the amount and frequency of interruptions. An Eligible Customer should identify the amount of interruptible customer load (if any) included in the 10 year load forecast provided in response to (iii) above;~~

- ~~(v) A description of Network Resources (current and 10 year projection), which shall include, for each Network Resource:
  - ~~— Unit size and amount of capacity from that unit to be designated as Network Resource~~
  - ~~— VAR capability (both leading and lagging) of all generators~~
  - ~~— Operating restrictions~~
  - ~~— Any periods of restricted operations throughout the year~~
  - ~~— Maintenance schedules~~
  - ~~— Minimum loading level of unit~~
  - ~~— Normal operating level of unit~~
  - ~~— Any must-run unit designations required for system reliability or contract reasons~~
  - ~~— Approximate variable generating cost (\$/MWH) for redispatch computations~~
  - ~~— Arrangements governing sale and delivery of power to third parties from generating facilities located in the Transmission Provider's Control Area, where only a portion of unit output is designated as a Network Resource~~
  - ~~— Description of purchased power designated as a Network Resource including source of supply, Control Area location, transmission arrangements and delivery point(s) to the Transmission Provider's Transmission System;~~~~
  
- ~~(vi) Description of Eligible Customer's transmission system:
  - ~~— Load flow and stability data, such as real and reactive parts of the load, lines, transformers, reactive devices and load type, including normal and emergency ratings of all transmission equipment in a load flow format compatible with that used by the Transmission Provider~~
  - ~~— Operating restrictions needed for reliability~~
  - ~~— Operating guides employed by system operators~~~~

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- ~~— Contractual restrictions or committed uses of the Eligible Customer's transmission system, other than the Eligible Customer's Network Loads and Resources~~
- ~~— Location of Network Resources described in subsection (v) above~~
- ~~— 10 year projection of system expansions or upgrades~~
- ~~— Transmission System maps that include any proposed expansions or upgrades~~
- ~~— Thermal ratings of Eligible Customer's Control Area ties with other Control Areas; and~~

~~(vii) Service Commencement Date and the term of the requested Network Integration Transmission Service. The minimum term for Network Integration Transmission Service is one year.~~

~~Unless the Parties agree to a different time frame, the Transmission Provider must acknowledge the request within ten (10) days of receipt. The acknowledgment must include a date by which a response, including a Service Agreement, will be sent to the Eligible Customer. If an Application fails to meet the requirements of this section, the Transmission Provider shall notify the Eligible Customer requesting service within fifteen (15) days of receipt and specify the reasons for such failure. Wherever possible, the Transmission Provider will attempt to remedy deficiencies in the Application through informal communications with the Eligible Customer.~~

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~~If such efforts are unsuccessful, the Transmission Provider shall return the Application without prejudice to the Eligible Customer filing a new or revised Application that fully complies with the requirements of this section. The Eligible Customer will be assigned a new priority consistent with the date of the new or revised Application. The Transmission Provider shall treat this information consistent with the standards of conduct contained in Part 37 of the Commission's regulations.~~

~~**29.3 Technical Arrangements to be Completed Prior to**~~

~~**Commencement of Service:** Network Integration Transmission Service shall not commence until the Transmission Provider and the Network Customer, or a third party, have completed installation of all equipment specified under the Network Operating Agreement consistent with Good Utility Practice and any additional requirements reasonably and consistently imposed to ensure the reliable operation of the Transmission System. The Transmission Provider shall exercise reasonable efforts, in coordination~~

~~\_with the Network Customer, to complete such arrangements as soon as practicable taking into consideration the Service Commencement Date.~~

~~**29.4 Network Customer Facilities:** The provision of Network Integration Transmission Service shall be conditioned upon the Network Customer's constructing, maintaining and operating the facilities on its side of each delivery point or interconnection necessary to reliably deliver capacity and energy from the Transmission Provider's Transmission System to the Network Customer. The Network Customer shall be solely responsible for constructing or installing all facilities on the Network Customer's side of each such delivery point or interconnection.~~

~~**29.5 Filing of Service Agreement:** The Transmission Provider will file Service Agreements with the Commission in compliance with applicable Commission regulations.~~

### ~~30 Network Resources~~

~~**30.1 Designation of Network Resources:** Network Resources shall include all generation owned, purchased or leased by the Network Customer designated to serve~~

~~Network Load under the Tariff. Network Resources may not include resources, or any portion thereof, that are committed for sale to non-designated third party load or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis. Any owned or purchased resources that were serving the Network Customer's loads under firm agreements entered into on or before the Service Commencement Date shall initially be designated as Network Resources until the Network Customer terminates the designation of such resources.~~

~~**30.2 Designation of New Network Resources:** The Network Customer may designate a new Network Resource by providing the Transmission Provider with as much advance notice as practicable. A designation of a new Network Resource must be made by a request for modification of service pursuant to an Application under Section 29.~~

~~**30.3 Termination of Network Resources:** The Network Customer may terminate the designation of all or part of a generating resource as a Network Resource at any~~

~~time but should provide notification to the  
Transmission Provider as soon as reasonably  
practicable.~~

~~**30.4 Operation of Network Resources:** The Network Customer shall not operate its designated Network Resources located in the Network Customer's or Transmission Provider's Control Area such that the output of those facilities exceeds its designated Network Load, plus non-firm sales delivered pursuant to Part II of the Tariff, plus losses. This limitation shall not apply to changes in the operation of a Transmission Customer's Network Resources at the request of the Transmission Provider to respond to an emergency or other unforeseen condition which may impair or degrade the reliability of the Transmission System.~~

~~**30.5 Network Customer Redispatch Obligation:** As a condition to receiving Network Integration Transmission Service, the Network Customer agrees to redispatch its Network Resources as requested by the Transmission Provider pursuant to Section 33.2. To the extent practical, the redispatch of resources~~

~~pursuant to this section shall be on a least cost, non discriminatory basis between all Network Customers, and the Transmission Provider.~~

~~**30.6 Transmission Arrangements for Network Resources Not Physically Interconnected With The Transmission**~~

~~**Provider:** The Network Customer shall be responsible for any arrangements necessary to deliver capacity and energy from a Network Resource not physically interconnected with the Transmission Provider's Transmission System. The Transmission Provider will undertake reasonable efforts to assist the Network Customer in obtaining such arrangements, including without limitation, providing any information or data required by such other entity pursuant to Good Utility Practice.~~

~~**30.7 Limitation on Designation of Network Resources:**~~ The

~~Network Customer must demonstrate that it owns or has committed to purchase generation pursuant to an executed contract in order to designate a generating resource as a Network Resource. Alternatively, the Network Customer may establish that execution of a contract is contingent upon the availability of transmission service under Part III of the Tariff.~~

~~30.8 Use of Interface Capacity by the Network Customer:~~

~~There is no limitation upon a Network Customer's use of the Transmission Provider's Transmission System at any particular interface to integrate the Network Customer's Network Resources (or substitute economy purchases) with its Network Loads. However, a Network Customer's use of the Transmission Provider's total interface capacity with other transmission systems may not exceed the Network Customer's Load.~~

~~30.9 Network Customer Owned Transmission Facilities:~~ The

~~Network Customer that owns existing transmission facilities that are integrated with the Transmission Provider's Transmission System may be eligible to receive consideration either through a billing credit or some other mechanism. In order to receive such consideration the Network Customer must demonstrate that its transmission facilities are integrated into the plans or operations of the Transmission Provider to serve its power and transmission customers. For facilities constructed by the Network Customer subsequent to the Service Commencement Date under Part III of the Tariff, the Network Customer shall receive~~

~~credit where such facilities are jointly planned and installed in coordination with the Transmission Provider. Calculation of the credit shall be addressed in either the Network Customer's Service Agreement or any other agreement between the Parties.~~

### ~~31—Designation of Network Load~~

~~**31.1 Network Load:** The Network Customer must designate the individual Network Loads on whose behalf the Transmission Provider will provide Network Integration Transmission Service. The Network Loads shall be specified in the Service Agreement.~~

~~**31.2 New Network Loads Connected with the Transmission Provider:** The Network Customer shall provide the Transmission Provider with as much advance notice as reasonably practicable of the designation of new Network Load that will be added to its Transmission System. A designation of new Network Load must be made through a modification of service pursuant to a new Application. The Transmission Provider will use due diligence to install any transmission facilities required to interconnect a new Network Load designated by the Network Customer. The costs of new facilities~~

~~required to interconnect a new Network Load shall be determined in accordance with the procedures provided in Section 32.4 and shall be charged to the Network Customer in accordance with Commission policies.~~

~~**31.3 Network Load Not Physically Interconnected with the**~~

~~**Transmission Provider:** This section applies to both initial designation pursuant to Section 31.1 and the subsequent addition of new Network Load not physically interconnected with the Transmission Provider. To the extent that the Network Customer desires to obtain transmission service for a load outside the Transmission Provider's Transmission System, the Network Customer shall have the option of (1) electing to include the entire load as Network Load for all purposes under Part III of the Tariff and designating Network Resources in connection with such additional Network Load, or (2) excluding that entire load from its Network Load and purchasing Point To Point Transmission Service under Part II of the Tariff. To the extent that the Network Customer gives notice of its intent to add a new Network Load as part of its~~

~~Network Load pursuant to this section the request must be made through a modification of service pursuant to a new Application.~~

~~**31.4 New Interconnection Points:** To the extent the Network Customer desires to add a new Delivery Point or interconnection point between the Transmission Provider's Transmission System and a Network Load, the Network Customer shall provide the Transmission Provider with as much advance notice as reasonably practicable.~~

~~**31.5 Changes in Service Requests:** Under no circumstances shall the Network Customer's decision to cancel or delay a requested change in Network Integration Transmission Service (e.g. the addition of a new Network Resource or designation of a new Network Load) in any way relieve the Network Customer of its obligation to pay the costs of transmission facilities constructed by the Transmission Provider and charged to the Network Customer as reflected in the Service Agreement. However, the Transmission Provider must treat any requested change in Network Integration Transmission Service in a non-discriminatory manner.~~

~~31.6 Annual Load and Resource Information Updates: The~~

~~Network Customer shall provide the Transmission Provider with annual updates of Network Load and Network Resource forecasts consistent with those included in its Application for Network Integration Transmission Service under Part III of the Tariff. The Network Customer also shall provide the Transmission Provider with timely written notice of material changes in any other information provided in its Application relating to the Network Customer's Network Load, Network Resources, its transmission system or other aspects of its facilities or operations affecting the Transmission Provider's ability to provide reliable service.~~

~~32 Additional Study Procedures for Network Integration~~

~~Transmission Service Requests~~

~~32.1 Notice of Need for System Impact Study: After~~

~~receiving a request for service, the Transmission Provider shall determine a non-discriminatory basis whether a System Impact Study is needed. A description of the Transmission Provider's methodology for completing a System Impact Study is provided in~~

~~Attachment D. If the Transmission Provider determines that a System Impact Study is necessary to accommodate the requested service, it shall so inform the Eligible Customer, as soon as practicable. In such cases, the Transmission Provider shall within thirty (30) days of receipt of a Completed Application, tender a System Impact Study Agreement pursuant to which the Eligible Customer shall agree to reimburse the Transmission Provider for performing the required System Impact Study. For a service request to remain a Completed Application, the Eligible Customer shall execute the System Impact Study Agreement and return it to the Transmission Provider within fifteen (15) days. If the Eligible Customer elects not to execute the System Impact Study Agreement, its Application shall be deemed withdrawn and its deposit shall be returned with interest.~~

~~**32.2 System Impact Study Agreement and Cost Reimbursement:**~~

~~(i) The System Impact Study Agreement will clearly specify the Transmission Provider's estimate of the actual cost, and time for completion of the System Impact Study. The charge shall not exceed~~

~~the actual cost of the study. In performing the System Impact Study, the Transmission Provider shall rely, to the extent reasonably practicable, on existing transmission planning studies. The Eligible Customer will not be assessed a charge for such existing studies; however, the Eligible Customer will be responsible for charges associated with any modifications to existing planning studies that are reasonably necessary to evaluate the impact of the Eligible Customer's request for service on the Transmission System.~~

~~(ii) If in response to multiple Eligible Customers requesting service in relation to the same competitive solicitation, a single System Impact Study is sufficient for the Transmission Provider to accommodate the service requests, the costs of that study shall be pro-rated among the Eligible Customers.~~

~~(iii) For System Impact Studies that the Transmission Provider conducts on its own behalf, the Transmission Provider shall record the cost of the System Impact Studies pursuant to Section 8.~~

~~32.3 System Impact Study Procedures: Upon receipt of an executed System Impact Study Agreement, the Transmission Provider will use due diligence to complete the required System Impact Study within a sixty (60) day period. The System Impact Study shall identify any system constraints and redispatch options, additional Direct Assignment Facilities or Network Upgrades required to provide the requested service. In the event that the Transmission Provider is unable to complete the required System Impact Study within such time period, it shall so notify the Eligible Customer and provide an estimated completion date along with an explanation of the reasons why additional time is required to complete the required studies. A copy of the completed System Impact Study and related work papers shall be made available to the Eligible Customer. The Transmission Provider will use the same due diligence in completing the System Impact Study for an Eligible Customer as it uses when completing studies for itself. The Transmission Provider shall notify the Eligible Customer immediately upon completion of the System Impact Study~~

~~\_if the Transmission System will be adequate to accommodate all or part of a request for service or that no costs are likely to be incurred for new transmission facilities or upgrades. In order for a request to remain a Completed Application, within fifteen (15) days of completion of the System Impact Study the Eligible Customer must execute a Service Agreement or request the filing of an unexecuted Service Agreement, or the Application shall be deemed terminated and withdrawn.~~

~~**32.4 Facilities Study Procedures:** If a System Impact Study indicates that additions or upgrades to the Transmission System are needed to supply the Eligible Customer's service request, the Transmission Provider, within thirty (30) days of the completion of the System Impact Study, shall tender to the Eligible Customer a Facilities Study Agreement pursuant to which the Eligible Customer shall agree to reimburse the Transmission Provider for performing the required Facilities Study. For a service request to remain a Completed Application, the Eligible Customer shall execute the Facilities Study Agreement and return it~~

~~to the Transmission Provider within fifteen (15) days. If the Eligible Customer elects not to execute the Facilities Study Agreement, its Application shall be deemed withdrawn and its deposit shall be returned with interest. Upon receipt of an executed Facilities Study Agreement, the Transmission Provider will use due diligence to complete the required Facilities Study within a sixty (60) day period. If the Transmission Provider is unable to complete the Facilities Study in the allotted time period, the Transmission Provider shall notify the Eligible Customer and provide an estimate of the time needed to reach a final determination along with an explanation of the reasons that additional time is required to complete the study. When completed, the Facilities Study will include a good faith estimate of (i) the cost of Direct Assignment Facilities to be charged to the Eligible Customer, (ii) the Eligible Customer's appropriate share of the cost of any required Network Upgrades, and (iii) the time required to complete such construction and initiate the requested service. The Eligible Customer shall provide the Transmission~~

~~Provider with a letter of credit or other reasonable form of security acceptable to the Transmission Provider equivalent to the costs of new facilities or upgrades consistent with commercial practices as established by the Uniform Commercial Code. The Eligible Customer shall have thirty (30) days to execute a Service Agreement or request the filing of an unexecuted Service Agreement and provide the required letter of credit or other form of security or the request no longer will be a Completed Application and shall be deemed terminated and withdrawn.~~

### ~~33 Load Shedding and Curtailments~~

~~33.1 Procedures: Prior to the Service Commencement Date, the Transmission Provider and the Network Customer shall establish Load Shedding and Curtailment procedures pursuant to the Network Operating Agreement with the objective of responding to contingencies on the Transmission System. The Parties will implement such programs during any period when the Transmission Provider determines that a system contingency exists and such procedures are necessary to alleviate such~~

~~contingency. The Transmission Provider will notify all affected Network Customers in a timely manner of any scheduled Curtailment.~~

~~**33.2 Transmission Constraints:** During any period when the Transmission Provider determines that a transmission constraint exists on the Transmission System, and such constraint may impact the reliability of the Transmission Provider's system, the Transmission Provider will take whatever actions, consistent with Good Utility Practice, that are reasonably necessary to maintain the reliability of the Transmission Provider's system. To the extent the Transmission Provider determines that the reliability of the Transmission System can be maintained by redispatching resources, the Transmission Provider will initiate procedures pursuant to the Network Operating Agreement to redispatch all Network Resources and the Transmission Provider's own resources on a least cost basis without regard to the ownership of such resources. Any redispatch under this section may not unduly discriminate between the Transmission Provider's use of the Transmission System on behalf of~~

~~its Native Load Customers and any Network Customer's use of the Transmission System to serve its designated Network Load.~~

### ~~33.3 Cost Responsibility for Relieving Transmission~~

~~**Constraints:** Whenever the Transmission Provider implements least cost redispatch procedures in response to a transmission constraint, the Transmission Provider and Network Customers will each bear a proportionate share of the total redispatch cost based on their respective Load Ratio Shares.~~

### ~~33.4 Curtailments of Scheduled Deliveries:~~ If a

~~transmission constraint on the Transmission Provider's Transmission System cannot be relieved through the implementation of least cost redispatch procedures and the Transmission Provider determines that it is necessary to Curtail scheduled deliveries, the Parties shall Curtail such schedules in accordance with the Network Operating Agreement.~~

### ~~33.5 Allocation of Curtailments:~~ The Transmission Provider

~~shall, on a non-discriminatory basis, Curtail the transaction(s) that effectively relieve the constraint. However, to the extent practicable and~~

~~consistent with Good Utility Practice, any Curtailment will be shared by the Transmission Provider and Network Customer in proportion to their respective Load Ratio Shares. The Transmission Provider shall not direct the Network Customer to Curtail schedules to an extent greater than the Transmission Provider would Curtail the Transmission Provider's schedules under similar circumstances.~~

~~**33.6 Load Shedding:** To the extent that a system contingency exists on the Transmission Provider's Transmission System and the Transmission Provider determines that it is necessary for the Transmission Provider and the Network Customer to shed load, the Parties shall shed load in accordance with previously established procedures under the Network Operating Agreement.~~

~~**33.7 System Reliability:** Notwithstanding any other provisions of this Tariff, the Transmission Provider reserves the right, consistent with Good Utility Practice and on a not unduly discriminatory basis, to Curtail Network Integration Transmission Service without liability on the Transmission Provider's part~~

~~for the purpose of making necessary adjustments to, changes in, or repairs on its lines, substations and facilities, and in cases where the continuance of Network Integration Transmission Service would endanger persons or property. In the event of any adverse condition(s) or disturbance(s) on the Transmission Provider's Transmission System or on any other system(s) directly or indirectly interconnected with the Transmission Provider's Transmission System, the Transmission Provider, consistent with Good Utility Practice, also may Curtail Network Integration Transmission Service in order to (i) limit the extent or damage of the adverse condition(s) or disturbance(s), (ii) prevent damage to generating or transmission facilities, or (iii) expedite restoration of service. The Transmission Provider will give the Network Customer as much advance notice as is practicable in the event of such Curtailment. Any Curtailment of Network Integration Transmission Service will be not unduly discriminatory relative to the Transmission Provider's use of the Transmission System on behalf of its Native Load Customers. The~~

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~~Transmission Provider shall specify the rate treatment and all related terms and conditions applicable in the event that the Network Customer fails to respond to established Load Shedding and Curtailment procedures.~~

### ~~34—Rates and Charges~~

~~The Network Customer shall pay the Transmission Provider for any Direct Assignment Facilities, Ancillary Services, and applicable study costs, consistent with Commission policy, along with the following: In lieu of paying the Transmission Provider a Monthly Demand Charge as described in paragraphs 34.1 through 34.3, the Transmission Provider shall require that the Network Customer taking unbundled transmission service pursuant to the Transmission Provider's Delivery Services Tariff in the State of Illinois pay the Transmission Provider for Illinois Retail Network Transmission Service in accordance with Schedule 10.~~

~~**34.1 Monthly Demand Charge:** The Network Customer shall pay a monthly Demand Charge, which shall be determined by multiplying its Load Ratio Share times one twelfth (1/12) of the Transmission Provider's Annual Transmission Revenue Requirement specified in Attachment H.~~

~~34.2 Determination of Network Customer's Monthly Network~~

~~Load: The Network Customer's monthly Network Load is  
its hourly load (including its designated Network Load~~

~~not physically interconnected with the Transmission Provider under Section 31.3) coincident with the Transmission Provider's Monthly Transmission System Peak.~~

#### ~~34.3 Determination of Transmission Provider's Monthly~~

~~Transmission System Load:~~ The Transmission Provider's monthly Transmission System load is the Transmission Provider's Monthly Transmission System Peak minus the coincident peak usage of all Firm Point-To-Point Transmission Service customers pursuant to Part II of this Tariff plus the Reserved Capacity of all Firm Point To Point Transmission Service customers.

#### ~~34.4 Redispatch Charge:~~ The Network Customer shall pay a

~~Load Ratio Share of any redispatch costs allocated between the Network Customer and the Transmission Provider pursuant to Section 33. To the extent that the Transmission Provider incurs an obligation to the Network Customer for redispatch costs in accordance with Section 33, such amounts shall be credited against the Network Customer's bill for the applicable month.~~

~~34.5 Stranded Cost Recovery: The Transmission Provider may seek to recover stranded costs from the Network Customer pursuant to this Tariff in accordance with the terms, conditions and procedures set forth in FERC Order No. 888. However, the Transmission Provider must separately file any proposal to recover stranded costs under Section 205 of the Federal Power Act.~~

### ~~35 Operating Arrangements~~

~~35.1 Operation under the Network Operating Agreement: The Network Customer shall plan, construct, operate and maintain its facilities in accordance with Good Utility Practice and in conformance with the Network Operating Agreement.~~

~~35.2 Network Operating Agreement: The terms and conditions under which the Network Customer shall operate its facilities and the technical and operational matters associated with the implementation of Part III of the Tariff shall be specified in the Network Operating Agreement. The Network Operating Agreement shall provide for the Parties to (i) operate and maintain equipment necessary for integrating the Network Customer within the Transmission Provider's~~

~~Transmission System (including, but not limited to, remote terminal units, metering, communications equipment and relaying equipment), (ii) transfer data between the Transmission Provider and the Network Customer (including, but not limited to, heat rates and operational characteristics of Network Resources, generation schedules for units outside the Transmission Provider's Transmission System, interchange schedules, unit outputs for redispatch required under Section 33, voltage schedules, loss factors and other real time data), (iii) use software programs required for data links and constraint dispatching, (iv) exchange data on forecasted loads and resources necessary for long term planning, and (v) address any other technical and operational considerations required for implementation of Part III of the Tariff, including scheduling protocols. The Network Operating Agreement will recognize that the Network Customer shall either (i) operate as a Control Area under applicable guidelines of the North American Electric Reliability Council (NERC) and Mid-America Interconnected Network Incorporated (MAIN), (ii)~~

~~satisfy its Control Area requirements, including all necessary Ancillary Services, by contracting with the Transmission Provider, or (iii) satisfy its Control Area requirements, including all necessary Ancillary Services, by contracting with another entity, consistent with Good Utility Practice, which satisfies NERC and the MAIN requirements. The Transmission Provider shall not unreasonably refuse to accept contractual arrangements with another entity for Ancillary Services. The Network Operating Agreement is included in Attachment G.~~

~~**35.3 Network Operating Committee:** A Network Operating Committee (Committee) shall be established to coordinate operating criteria for the Parties' respective responsibilities under the Network Operating Agreement. Each Network Customer shall be entitled to have at least one representative on the Committee. The Committee shall meet from time to time as need requires, but no less than once each calendar year.~~

~~SCHEDULE 1~~

~~Scheduling, System Control and Dispatch Service~~

~~This service is required to schedule the movement of power through, out of, within, or into a Control Area. This service can be provided only by the operator of the Control Area in which the transmission facilities used for transmission service are located. Scheduling, System Control and Dispatch Service is to be provided directly by the Transmission Provider (if the Transmission Provider is the Control Area operator) or indirectly by the Transmission Provider making arrangements with the Control Area operator that performs this service for the Transmission Provider's Transmission System. The Transmission Customer must purchase this service from the Transmission Provider or the Control Area operator. The charges for Scheduling, System Control and Dispatch Service are to be based on the rates set forth below. To the extent the Control Area operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by that Control Area operator.~~

~~A Network Customer shall compensate the Transmission Provider each month for Scheduling, System Control and Dispatch Service an amount which shall not exceed the product of its~~

~~Network Load times the monthly rate identified below. Any Transmission Customer receiving Point To Point Transmission Service shall compensate the Transmission Provider each month for Scheduling, System Control and Dispatch Service an amount which shall not exceed the product of the Transmission Customer's reserved capacity and the applicable rate set forth below:~~

- ~~1) Monthly deliveries: \$59.70/MW per month,~~
- ~~2) Weekly delivery: \$13.78/MW per week,~~
- ~~3) Daily delivery: \$1.97/MW per day, or~~
- ~~4) Hourly delivery: \$0.08/MWH.~~

~~A retail customer receiving Illinois Retail Network Transmission Service from the Transmission Provider pursuant to Schedule 10, when Ameren is not the Transmission Customer, shall pay an amount which shall not exceed the product of its Network Load, after adjusting for losses as set forth below, times the monthly rate identified above.~~

~~A retail customer receiving Illinois Retail Network Transmission Service from the Transmission Provider pursuant to Schedule 10, when Ameren is the Transmission Customer, shall compensate the Transmission Provider each month for Scheduling, System Control and Dispatch Service an amount which shall equal the product of the retail customer's metered usage for the~~

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~~billing period, 0.013 cents/kwh, the applicable transmission  
loss adjustment factor of 1.015 and the applicable distribution  
loss adjustment factor from the Delivery Service provider's  
applicable Delivery Service tariff.~~

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## SCHEDULE 2

### Reactive Supply and Voltage Control from Generation Sources Service

In order to maintain transmission voltages on the Transmission Owners' Transmission System~~Provider's transmission facilities~~ within acceptable limits, generation facilities under the control of the Control Area ~~operator~~Operator are operated to produce (or absorb) reactive power. Thus, Reactive Supply and Voltage Control from Generation Sources Service must be provided for each transaction on the Transmission Owners' Transmission System. ~~Transmission Provider's transmission facilities.~~ The amount of Reactive Supply and Voltage Control from Generation Sources Service that must be supplied with respect to the Transmission Customer's transaction will be determined based on the reactive power support necessary to maintain transmission voltages within limits that are generally accepted in the region and consistently adhered to by the Transmission Provider.

Reactive Supply and Voltage Control from Generation Sources Service is to be provided directly by the Transmission Provider (if the Transmission Provider is the Control Area ~~operator~~Operator) or indirectly by the Transmission Provider making arrangement with the Control Area ~~operator~~Operator that performs this service for the Transmission Owners' Transmission

~~Provider's~~ Transmission System. The Transmission Customer must purchase this service from the Transmission Provider or the Control Area ~~operator~~Operator. The charges for such service will be based on the rates set forth below. To the extent the Control Area ~~operator~~Operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by the Control Area ~~operator~~Operator.

The Transmission Provider must provide and the Transmission Customer must purchase this service from the Transmission Provider. Although the Transmission Customer is required to ~~purchase~~take this ancillary service from the Transmission Provider, the Transmission Customer may reduce the charge for this service to the extent it can reduce its requirement for reactive supply. The Transmission Provider will provide this service at the rate as stated in this Schedule times the Transmission Customer's reserved capacity or the Transmission Customer's network load responsibility for Network Integration Transmission Service. † For Reactive Supply and Voltage Control from Generation Sources Service purchased from the Transmission Provider, the following rates shall apply:

- 1) Monthly deliveries: \$86.70/MW per month,
- 2) Weekly delivery: \$20.01/MW per week,
- 3) Daily delivery: \$2.85/MW per day, or

4) Hourly delivery: \$0.12/MWH.

~~A retail customer receiving Illinois Retail Network Transmission Service from the Transmission Provider pursuant to Schedule 10, when Ameren is not the Transmission Customer, shall pay an amount which shall not exceed the product of its Network Load, after adjusting for losses as set forth below, times the monthly rate identified above.~~

~~A retail customer receiving Illinois Retail Network Transmission Service from the Transmission Provider pursuant to Schedule 10, when Ameren is the Transmission Customer, shall compensate the Transmission Provider each month for Reactive supply and voltage Control from Generation Sources service an amount which shall equal the product of the retail customer's metered usage for the billing period, 0.019 cents/kwh, the applicable transmission loss adjustment factor of 1.015 and the applicable distribution loss adjustment factor from the Delivery Service provider's applicable Delivery Service tariff.~~

### SCHEDULE 3

#### Regulation and Frequency Response Service

Regulation and Frequency Response Service is necessary to provide for the continuous balancing of resources (generation and interchange) with load and for maintaining scheduled ~~fi~~interconnection frequency at sixty cycles per second (60 Hz). Regulation and Frequency Response Service is accomplished by committing on-line generation whose output is raised or lowered (predominantly through the use of automatic generating control equipment) as necessary to follow the moment-by-moment changes in load. The obligation to maintain this balance between resources and load lies with the Transmission Provider (or the Control Area ~~operator~~Operator that performs this function for the Transmission Provider). The Transmission Provider must offer this service when the transmission service is used to serve load within ~~the Amerenits~~ Control Area. The Transmission Customer must either purchase this service from the Transmission Provider or make alternative comparable arrangements to satisfy its Regulation and Frequency Response Service obligation. The amount of and charges for Regulation and Frequency Response Service are set forth below. To the extent the Control Area ~~operator~~Operator performs this service for the Transmission Provider, charges to the

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Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by the ~~eat~~ Control Area ~~operator~~ Operator.

If the Transmission Customer supplies or arranges supply of its Regulation and Frequency Response Service, the Service must meet all NERC and MAIN guidelines.

A Transmission Customer purchasing Regulation and Frequency Response Service will be required to purchase an amount of reserved capacity equal to 1.16 percent of the Transmission Customer's reserved capacity for Point-To-Point Transmission Service or 1.16 percent of the Transmission Customer's network load responsibility for Network Integration Transmission Service. The billing determinants for this service shall be reduced by any portion of the 1.16 percent purchase obligation that a Transmission Customer obtains from third parties or supplies itself. Each month the Transmission Customer shall compensate the Transmission Provider an amount which shall not exceed the product of the billing determinant and the appropriate rate set forth below:

- 1) Monthly delivery: \$6,240.00/MW per month,
- 2) Weekly delivery: \$1,440.00/MW per week,
- 3) Daily delivery: \$205.15/MW per day, or
- 4) Hourly delivery: \$8.55/MWH.

~~— A retail customer receiving Illinois Retail Network Transmission Service from the Transmission Provider pursuant to Schedule 10, when Ameren is not the Transmission Customer, shall pay an amount which shall not exceed the product of its Network Load, after adjusting for losses as set forth below, times the applicable percentage discussed above, times the monthly rate identified above.~~

~~A retail customer receiving Illinois Retail Network Transmission Service from the Transmission Provider pursuant to Schedule 10, when Ameren is the Transmission Customer, and purchasing Regulation and Frequency Response Service shall compensate the Transmission Provider an amount which shall equal the product of the retail customer's metered usage for the billing period, 0.016 cents/kwh, the applicable transmission loss adjustment factor of 1.015 and the applicable distribution loss adjustment factor from the Delivery Service provider's applicable Delivery Service tariff.~~

~~The billing rate of 0.016 cents/kwh for this service shall be reduced by any portion of the 1.16 percent purchase obligation that an Illinois Network Customer obtains from third~~

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~~parties or supplies itself. The billing rate has already been  
reduced to account for the 1.16 percent purchase obligation.~~

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#### SCHEDULE 4

### Energy Imbalance Service

Energy Imbalance Service is provided when a difference occurs between the scheduled and the actual delivery of energy to a load located within the aAmeren Control Area over a single hour. The Transmission Provider must offer this service when the transmission service is used to serve load within the Amerenits Control Area. The Transmission Customer must either purchase this service from the Transmission Provider or make alternative comparable arrangements to satisfy its Energy Imbalance Service obligation. To the extent the Control Area ~~operator~~Operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by ~~the~~at Control Area ~~operator~~Operator.

The Transmission Provider shall establish a deviation band of +/- 1.5 percent (with a minimum of 2 MW) of the scheduled transaction to be applied hourly to any energy imbalance that occurs as a result of the Transmission Customer's scheduled transaction(s). Parties should attempt to eliminate energy imbalances within the limits of the deviation band by returning energy in kind according to a mutually agreeable schedule within

thirty (30) days or within such other reasonable period of time as is generally accepted in the region and consistently adhered to by the Transmission Provider. If an energy imbalance is not corrected within thirty (30) days or a reasonable period of time that is generally accepted in the region and consistently adhered to by the Transmission Provider, or, if energy imbalances exceed the deviation band, such imbalances will be subject to the charges specified below.

Oversupply by Transmission Customer

When such imbalance is an oversupply by the Transmission Customer, the ~~Control Area Operator~~~~Transmission Provider~~ shall purchase such oversupply at a per megawatt hour rate of 90% of the ~~Control Area Operator's~~~~Transmission Provider's~~ hourly avoided Out-of-Pocket Cost ("OPC") except that, in the event that any such oversupply condition causes an increase in the ~~Control Area Operator's~~~~Transmission Provider's~~ hourly OPC, the Transmission Provider shall charge the Transmission Customer at a rate of 110% of the increased costs incurred by the ~~Control Area Operator~~~~Transmission Provider~~ as a result of such oversupply. OPC shall include but not be limited to all operating, maintenance, taxes on gross receipts, transmission losses, the cost of sulfur dioxide emission allowances and any other expense incurred by the ~~Control Area Operator~~~~Transmission~~

~~Provider~~ which would not have been incurred but for the Control Area Operator~~Transmission Provider~~ supplying such energy.

Undersupply by Transmission Customer

When such imbalance is an undersupply by the Transmission Customer, the Transmission Provider shall charge the Transmission Customer for energy required to cover the undersupply at a per megawatt hour rate of the greater of \$100 or 110% of the Control Area Operator's~~Transmission Provider's~~ hourly OPC.

**SCHEDULE 4A**

**Illinois Retail Energy Imbalance Service**

Illinois Retail Energy Imbalance Service is provided when a difference occurs over a single hour between the scheduled and the actual energy usage by the Transmission Customer's retail load(s) served by the schedule and located within the ~~Transmission Provider's~~Ameren Control Area in the State of Illinois. This service shall only be available to a Transmission Customer that is arranging unbundled transmission of electric power and energy to one or more retail customers in the State of Illinois.

The Transmission Provider shall offer Illinois Retail Energy Imbalance Service to such Transmission Customers in lieu of Energy Imbalance Service pursuant to Schedule 4 of this Tariff. The Transmission Customer must either purchase Illinois Retail Energy Imbalance Service pursuant to this Schedule 4A or make alternative comparable arrangements to satisfy its service obligations.

Each month the Transmission Customer shall pay the Transmission Provider, as applicable, the sum of all Daily Capacity Charges for which the Transmission Customer is

responsible and the net total of all Hourly Energy Charges for the month as described below.

**1. ~~Transmission Provider's~~ Control Area Operator's Net System Underdelivery.**

For purposes of this Schedule 4A, the ~~Transmission Provider's~~ Control Area Operator's Net System Underdelivery in any hour shall be the amount by which the sum of all Schedule 4A Transmission Customers' customers' loads exceeds the sum of all Schedule 4A Transmission Customers' schedules. If the sum of all Schedule 4A Transmission Customers' schedules exceeds the sum of all Schedule 4A Transmission Customers' customers' loads, ~~Control Area Operator's~~ Transmission Provider's Net System Underdelivery shall be considered to be zero in that hour.

**2. *Capacity Charge.***

On any day in which the ~~Control Area Operator~~ Transmission Provider incurs a Net System Underdelivery in one or more on-peak hours (6:00 a.m. through 10:00 p.m. Central Prevailing Time), the Transmission Customers that underdeliver in the on-peak hour in which the ~~Control Area Operator~~ Transmission Provider incurs the greatest Net System Underdelivery shall pay a ~~d~~ Daily ~~e~~ Capacity ~~e~~ Charge calculated as the product of the following:

- a) \$205.15/MW-day, and

- b) the smaller of the following two amounts:
- 1) the Transmission Customer's actual energy underdelivery in the hour of the Control Area Opertor'sTransmission

~~Provider's~~ greatest Net System Underdelivery for the day, from which individual Customer underdelivery shall be subtracted the greater of +/- 2 MW or +/- 1.5 percent of the Transmission Customer's scheduled transaction, or

2) the Transmission Customer's *pro rata* share of the ~~Control Area Operator's~~~~Transmission-Provider's~~ greatest Net System Underdelivery of the day.

For purposes of calculating such *pro rata* share, the Net System Underdelivery shall first be reduced by one percent of the sum of the reserved capacity for Point-to-Point Transmission Service and the network load responsibility for Network Integration Transmission Service for all Transmission Customers taking service under this Schedule 4A and having an underdelivery for the hour of the greatest Net System Underdelivery of the day. The Transmission Customer's *pro rata* share of the adjusted Net System Underdelivery shall be determined by taking the ratio of the Transmission Customer's energy underdelivery for the hour of greatest Net System Underdelivery

(from which individual Transmission Customer imbalance shall have first been subtracted the greater of +/- 2 MW or +/- 1.5% of the scheduled transaction) to the sum of all Transmission Customers' underdeliveries for the same hour, each such individual Transmission Customer underdelivery having first been adjusted for the established deviation band (i.e., the greater of +/- 2 MW or +/- 1.5% of the scheduled transaction).

If b1) or b2) above is zero or negative, the Transmission Customer shall not incur a capacity charge for that day.

### 3. **Hourly Energy Charge.**

In each hour, the Control Area Operator~~Transmission Provider~~ and Transmission Customer shall be responsible to the other to pay the following energy charges, as applicable:

#### a. Overdelivery by Transmission Customer

- (i) When an imbalance is an overdelivery by the Transmission Customer, the Control Area Operator~~Transmission Provider~~ shall purchase such overdelivery at a per megawatthour rate of the Control Area Operator's~~Transmission Provider's~~

hourly Avoided Out-of-Pocket Cost ("Avoided OPC") except as provided in 3(a)(ii). "Avoided OPC" is any expense, including but not limited to all operating, maintenance, taxes on gross receipts, transmission losses and the cost of sulfur dioxide emission allowances, that the Control Area Operator~~Transmission Provider~~ would have incurred had the Control Area Operator~~Transmission Provider~~ supplied the energy displaced by the overdelivery of energy by the Transmission Customer. During any hour in which the Control Area Operator~~Transmission Provider~~ experiences a Net System Underdelivery, Avoided OPC will be set equal to OPC.

- (ii) When the Transmission Customer overdelivers in any hour in which the Transmission Provider~~Control Area Operator~~ experiences a Schedule 4A Net System Overdelivery and such Net System Overdelivery causes an increase in the Control Area Operator's~~Transmission Provider's~~ hourly OPC, the Transmission Provider shall charge the overdelivering Transmission Customer at a rate of 110% of the Transmission Customer's

*pro rata* share of the Increase in OPC incurred by  
the

Control Area Operator~~Transmission Provider~~ as a result of such overdelivery. "Increase in OPC" is the increase in any expense, including but not limited to all operating, maintenance, taxes on gross receipts, transmission losses and the cost of sulfur dioxide emission allowances, that the Control Area Operator~~Transmission Provider~~ incurred as the result of the overdelivery by the Transmission Customer(s) under this Schedule 4A.

If the Transmission Provider charges an overdelivering Transmission Customer for Increase in OPC, the Transmission Provider shall make a notation of such charge on the Transmission Customer's bill. Upon request of the Transmission Customer, the Transmission Provider shall provide the Transmission Customer a description of the situation causing the Increase in OPC and a copy of the calculation of such Increase in OPC charge.

b. Underdelivery by Transmission Customer

(i) When an imbalance is an underdelivery by the Transmission Customer, the Transmission Provider shall charge the Transmission Customer for energy required to cover the underdelivery at a per

megawatt hour rate of the Control Area  
Operator'sTransmission Provider's  
hourly OPC except as provided in 3(b)(ii). "OPC"  
is any expense, including but not limited to all  
operating, maintenance, taxes on gross receipts,  
transmission losses and the cost of sulfur  
dioxide emission allowances, incurred by the  
Control Area OperatorTransmission Provider which  
would not have been incurred but for the Control  
Area OperatorTransmission Provider supplying  
energy under this Schedule 4A. During any hour  
in which the Control Area OperatorTransmission  
Provider experiences Net System Overdelivery that  
does not cause an increase in the Control Area  
Operator'sTransmission Provider's OPC, OPC shall  
be set equal to Avoided OPC.

- (ii) When a Transmission Customer underdelivers in any  
hour in which the Control Area  
OperatorTransmission Provider experiences a  
Schedule 4A Net System Overdelivery and such Net  
System Overdelivery causes an increase in the  
Control Area Operator'sTransmission Provider's  
hourly OPC, the OPC charged by the Transmission

Provider to the underdelivering Transmission  
Customer shall not include the Increase in OPC,  
as that term is defined in Section 3(a)(ii).

## SCHEDULE 5

### Operating Reserve - Spinning Reserve Service

Spinning Reserve Service is needed to serve load immediately in the event of a system contingency. Spinning Reserve Service may be provided by generating units that are on-line and loaded at less than maximum output. The Transmission Provider must offer this service when the transmission service is used to serve load within the Amerenits Control Area. The Transmission Customer must either purchase this service from the Transmission Provider or make alternative comparable arrangements to satisfy its Spinning Reserve Service obligation. The amount of and charges for Spinning Reserve Service are set forth below. To the extent the Control Area ~~operator~~Operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by ~~that~~the Control Area ~~operator~~Operator.

A Transmission Customer purchasing Spinning Reserve Service will be required to purchase an amount of reserved capacity equal to 1.54 percent of the Transmission Customer's reserved capacity for Point-to-Point Transmission Service or 1.54 percent of the Transmission Customer's network load responsibility for Network Integration Transmission Service. The billing

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determinants for this service shall be reduced by any portion of the 1.54 percent purchase obligation that a Transmission Customer obtains from third parties or supplies itself. Each month the Transmission Customer shall compensate the Transmission Provider an amount which shall not exceed the product of the billing determinant and the appropriate rate set forth below:

- 1) Monthly delivery: \$6,240.00/MW per month,
- 2) Weekly delivery: \$1,440.00/MW per week,
- 3) Daily delivery: \$205.15/MW per day, or
- 4) Hourly delivery: \$8.55/MWH.

~~A retail customer receiving Illinois Retail Network Transmission Service from the Transmission Provider pursuant to Schedule 10, when Ameren is not the Transmission Customer, shall pay an amount which shall not exceed the product of its Network Load, after adjusting for losses as set forth below, times the applicable percentage discussed above, times the monthly rate identified above.~~

~~A retail customer receiving Illinois Retail Network Transmission Service from the Transmission Provider pursuant to Schedule 10, when Ameren is the Transmission Customer, and purchasing Operating Reserve Spinning Reserve Service shall compensate the Transmission provider an amount which shall equal~~

~~the product of the retail customer's metered usage for the billing period, 0.021 cents/kwh, the applicable transmission loss adjustment factor of 1.015 and the applicable distribution loss adjustment factor from the Delivery Service provider's applicable Delivery Service tariff.~~

~~The billing rate of 0.021 cents/kwh for this service shall be reduced by any portion of the 1.54 percent purchase obligation that a Network Customer obtains from third parties or supplies itself. The billing rate has already been reduced to account for the 1.54 percent purchase obligation.~~

In the event a contingency occurs which causes the Transmission Customer to call for Spinning Reserve Capacity to be delivered and the Transmission Customer has purchased Spinning Reserve Service from the Transmission Provider, the Control Area Operator~~Transmission Provider~~ shall only be obligated to provide the actual energy necessary to respond to such contingency until the clock hour or clock half hour that occurs between thirty (30) and sixty (60) minutes after the contingency occurs. The Control Area Operator~~Transmission Provider~~ shall provide the actual energy necessary to respond for the first ten (10) minutes without further charge under this Schedule. Thereafter, the Transmission Customer

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shall pay the Transmission Provider an energy charge of the ~~Control Area Operator's~~ Transmission Provider's Out-of-Pocket Cost, including but not limited to all operating, maintenance, taxes on gross receipts, transmission losses, the cost of sulfur dioxide emission allowances and any other expense incurred by the ~~Control Area Operator~~ Transmission Provider which would not have been incurred but for the ~~Control Area Operator~~ Transmission Provider supplying such energy, plus an adder of 10% of such cost. (For energy purchased from a third party to supply such energy, the ~~Control Area Operator's~~ Transmission Provider's Out-of-Pocket Cost shall include any amount paid by the ~~Control Area Operator~~ Transmission Provider to the third party plus the cost of transmission losses.)

In the event and to the extent the Transmission Customer obtains an alternative source of energy to respond to the contingency, the above charges shall not apply. The supply of such alternative source of energy shall be consistent with good utility practices, NERC guidelines and regional reliability requirements. Arrangements necessary for reliability shall be specified in the service agreement, the interconnection agreement or the network operating agreement.

## SCHEDULE 6

### Operating Reserve - Supplemental Reserve Service

Supplemental Reserve Service is needed to serve load in the event of a system contingency; however, it is not available immediately to serve load but rather within a short period of time. Supplemental Reserve Service may be provided by generating units that are on-line but unloaded, by quick-start generation or by interruptible load. The Transmission Provider must offer this service when the transmission service is used to serve load within ~~itsthe~~ Ameren Control Area. The Transmission Customer must either purchase this service from the Transmission Provider or make alternative comparable arrangements to satisfy its Supplemental Reserve Service obligation. The amount of and charges for Supplemental Reserve Service are set forth below. To the extent the Control Area ~~operator~~ Operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by ~~theat~~ the Control Area ~~operator~~ Operator.

A Transmission Customer purchasing Supplemental Reserve Service will be required to purchase an amount of reserved capacity equal to 1.54 percent of the Transmission Customer's reserved capacity for Point-To-Point Transmission Service or

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1.54 percent of the Transmission Customer's network load responsibility for Network Integration Transmission Service. The billing determinants for this service shall be reduced by any portion of the 1.54 percent purchase obligation that a Transmission Customer obtains from third parties or supplies itself. Each month the Transmission Customer shall compensate the Transmission Provider an amount which shall not exceed the product of the billing determinant, and the appropriate rate set forth below:

- 1) Monthly delivery: \$1,760.00/MW per month,
- 2) Weekly delivery: \$406.15/MW per week,
- 3) Daily delivery: \$57.86/MW per day, or
- 4) Hourly delivery: \$2.41/MWH.

~~A retail customer receiving Illinois Retail Network Transmission Service from the Transmission Provider pursuant to Schedule 10, when Ameren is not the Transmission Customer, shall pay an amount which shall not exceed the product of its Network Load, after adjusting for losses as set forth below, times the applicable percentage discussed above, times the monthly rate identified above.~~

~~A retail customer receiving Illinois Retail Network Transmission Service from the Transmission Provider pursuant to Schedule 10, when Ameren is the Transmission Customer, and~~

~~purchasing Operating Reserve — Supplemental Reserve Service shall compensate the Transmission Provider an amount which shall equal the product of the retail customer's metered usage for the billing period, 0.006 cents/kwh, the applicable transmission loss adjustment factor of 1.015 and the applicable distribution loss adjustment factor from the Delivery Service provider's applicable Delivery Service tariff.~~

~~The billing rate of 0.006 cents/kwh for this service shall be reduced by any portion of the 1.54 percent purchase obligation that a Network Customer obtains from third parties or supplies itself. The billing rate has already been reduced to account for the 1.54 percent purchase obligation.~~

When the Transmission Customer has purchased Supplemental Reserve Service from the Transmission Provider and calls for Supplemental Reserve Capacity to be delivered, the Transmission Customer shall pay the Transmission Provider all unit start-up costs incurred by the Control Area Operator to provide the service plus an energy charge per megawatt hour delivered of the Control Area Operator's~~Transmission Provider's~~ Out-of-Pocket Cost (excluding the first ten minutes), including but not limited to all operating, maintenance, taxes on gross receipts, transmission losses, the cost of sulfur dioxide emission

allowances and any other expense incurred by the Control Area Operator~~Transmission Provider~~ which would not have been incurred but for the Control Area Operator~~Transmission Provider~~ supplying such energy, plus an adder of 10% of such cost. The Control Area Operator~~Transmission Provider~~ shall only be obligated to provide the actual energy necessary to respond to such contingencies until the clock hour or clock half hour that occurs between thirty (30) and sixty (60) minutes after the contingency occurs. (For energy purchased from a third party to supply such energy, the Control Area Operator's~~Transmission Provider's~~ Out-of-Pocket Cost shall include any amount paid by the Control Area Operator~~Transmission Provider~~ to the third party plus the cost of transmission losses.) In the event and to the extent the Transmission Customer obtains an alternative source of energy for Supplemental Reserve Service, the above charges shall not apply. The supply of such alternative source of energy shall be consistent with good utility practices, NERC guidelines and regional reliability requirements. Arrangements necessary for reliability shall be specified in the service agreement, the interconnection agreement or the network operating agreement.

~~\_~~ **SCHEDULE 7**

~~Long-Term Firm and Short-Term Firm Point-To-Point  
Transmission Service~~

~~The Transmission Customer shall compensate the Transmission  
Provider each month for Reserved Capacity up to the sum of the  
applicable charges set forth below:~~

- ~~1) **Yearly delivery:** one twelfth of the demand charge of  
\$7,875.97/MW of Reserved Capacity per year.~~
- ~~2) **Monthly delivery:** \$656.33/MW of Reserved Capacity per  
month.~~
- ~~3) **Weekly delivery:** \$151.46/MW of Reserved Capacity per week.~~
- ~~4) **Daily delivery:** The basic charge shall be that agreed upon  
by the Parties at the time this service is reserved. For  
reservations during peak periods, in no event shall the basic  
charge exceed \$30.29/MW of Reserved Capacity per day. The peak  
period shall be Monday through Friday, except the following  
legal holidays: New Year's Day, Memorial Day, Independence Day,  
Labor Day, Thanksgiving Day and Christmas Day. For reservations  
during all other periods, namely Saturdays and Sundays and all  
legal holidays listed above, in no event shall the basic charge  
exceed \$21.58/MW of Reserved Capacity per day.~~

~~The total demand charge in any week, pursuant to a reservation for Daily delivery, shall not exceed the rate specified in section (3) above times the highest amount in megawatts of Reserved Capacity in any day during such week.~~

~~5) **Discounts:** Three principal requirements apply to discounts for transmission service as follows: (1) any offer of a discount made by the Transmission Provider must be announced to all Eligible Customers solely by posting on the OASIS, (2) any customer-initiated requests for discounts (including requests for use by one's wholesale merchant or an affiliate's use) must occur solely by posting on the OASIS, and (3) once a discount is negotiated, details must be immediately posted on the OASIS. For any discount agreed upon for service on a path, from Point(s) of Receipt to Point(s) of Delivery, the Transmission Provider must offer the same discounted transmission service rate for the same time period to all Eligible Customers on all unconstrained transmission paths that go to the same Point(s) of Delivery on the Transmission System.~~

~~SCHEDULE 8~~

~~Non-Firm Point-To-Point Transmission Service~~

~~The Transmission Customer shall compensate the Transmission Provider for Non Firm Point To Point Transmission Service up to the sum of the applicable charges set forth below:~~

- ~~1) **Monthly delivery:** \$656.33/MW of Reserved Capacity per month.~~
- ~~2) **Weekly delivery:** \$151.46/MW of Reserved Capacity per week.~~
- ~~3) **Daily delivery:** The basic charge shall be that agreed upon by the Parties at the time this service is reserved. For reservations during peak periods, in no event shall the basic charge exceed \$30.29/MW of Reserved Capacity per day. The peak period shall be Monday through Friday, except the following legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. For reservations during all other periods, namely Saturdays and Sundays and all legal holidays listed above, in no event shall the basic charge exceed \$21.58/MW of Reserved Capacity per day.~~

~~The total demand charge in any week, pursuant to a reservation for Daily delivery, shall not exceed the rate specified in section (2) above times the highest amount in megawatts of Reserved Capacity in any day during such week.~~

~~4) **Hour delivery:** The basic charge shall be that agreed upon by the Parties at the time this service is reserved. For reservations during peak periods, in no event shall the basic charge exceed \$1.89/MWH. The peak period shall be Monday through Friday between the hours of 6:00 a.m. and 10:00 p.m. Central Standard Time or Central Daylight Time (whichever is in legal force on the Transmission Provider's system), except the following legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. For reservations during all other periods, in no event shall the basic charge exceed \$0.90/MWH. The total demand charge in any day, pursuant to a reservation for Hourly delivery, shall not exceed the rate specified in section (3) above times the highest amount in megawatts of Reserved Capacity in any hour during such day. In addition, the total demand charge in any week, pursuant to a reservation for Hourly or Daily delivery, shall not exceed the rate specified in section (2) above times the highest amount in megawatts of Reserved Capacity in any hour during such week.~~

~~5) **Discounts:** Three principal requirements apply to discounts for transmission service as follows: (1) any offer of a discount made by the Transmission Provider must be announced to all Eligible Customers solely by posting on the OASIS, (2) any~~

~~customer-initiated requests for discounts (including requests for use by one's wholesale merchant or an affiliate's use) must occur solely by posting on the OASIS, and (3) once a discount is negotiated, details must be immediately posted on the OASIS. For any discount agreed upon for service on a path, from Point(s) of Receipt to Point(s) of Delivery, the Transmission Provider must offer the same discounted transmission service rate for the same time period to all Eligible Customers on all unconstrained transmission paths that go to the same Point(s) of Delivery on the Transmission System.~~

~~SCHEDULE 9~~

~~Loss Compensation Service~~

~~Capacity and energy losses occur when a Transmission Provider delivers electricity across its transmission facilities for a Transmission Customer. A Transmission Customer may agree to have the Transmission Provider supply the capacity and/or energy necessary to compensate for such losses. If the Transmission Customer agrees to have the Transmission Provider supply the capacity and/or energy necessary to compensate for such losses, it shall so notify the Transmission Provider and shall maintain such service during the course of the reservation. The procedures to determine the amount of losses associated with a transaction are set forth below.~~

~~The applicable charges for loss compensation services supplied by the Transmission Provider are set forth below. Both the procedures for determining the amount of losses and the charges for loss compensation service must be consistent with the rate design of the transmission rates charged by the Transmission Provider.~~

~~To the extent another entity performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass through of the costs charged to the Transmission Provider by that entity.~~

~~The loss factor used to determine the amount of capacity losses associated with the transaction shall be 2%. The loss factor used to determine the amount of energy losses associated with a transaction shall be 1.5% for any Transmission Service scheduled between Point(s) of Delivery and Point(s) of Receipt at voltages of 110 kV and above. For service scheduled between lower voltage Point(s) of Delivery and/or Point(s) of Receipt, a loss factor applicable to such lower voltage levels may be determined for such service. Such determination is to be made in a nondiscriminatory manner and consistent with the Transmission Provider's own uses, and to be specified in the Service Agreement.~~

~~Point-to-Point Transmission Service~~

~~Transmission:~~

~~If the Transmission Customer elects to provide the capacity and energy losses, the Transmission Customer shall account for such losses by multiplying its Reserved Capacity at the Point(s) of Delivery by 1.02 and reserving the product at the Point(s) of Receipt.~~

~~Customer Provided Losses:~~

~~If the Transmission Customer elects to provide the capacity and energy losses, the Transmission Customer shall account for~~

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~~energy losses by multiplying its scheduled energy delivered by  
the Transmission Provider to the Point(s) of Delivery by 1.015  
and scheduling the delivery of the product at the Point(s) of  
Receipt.~~

~~Provider Provided Losses:~~

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~~If the Transmission Customer elects to have the Transmission Provider provide the capacity and/or energy losses and compensate the Transmission Provider for such service, the Transmission Customer shall be charged each month the sum of (a) and (b) as follows:~~

~~(a) For capacity losses, a charge not to exceed the product of the Transmission Reserved Capacity, 2% and the appropriate rate set forth below:~~

~~(1) For monthly transactions: \$8,800/MW per month.~~

~~(2) For weekly transactions: \$2,030.77/MW per week.~~

~~(3) For daily transactions: the rate shall be that agreed upon by the Parties at the time this service is reserved. During peak periods, in no event shall the rate exceed \$406.15/MW per day. The peak period shall be Monday through Friday, except the following legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. During all other periods, namely Saturdays and Sundays and all legal holidays listed above, in no event shall the rate exceed \$289.32/MW per day.~~

~~The total capacity charge for losses in any week, pursuant to a reservation for Daily delivery, shall not exceed the rate specified in section (2) above times 2% times the~~

~~highest amount in megawatts of Reserved Capacity in any day during such week.~~

~~(4) For hourly transactions: The rate shall be that agreed upon by the Parties at the time this service is reserved. During peak periods, in no event shall the rate exceed \$25.38/MWH. The peak period shall be Monday through Friday between the hours of 6:00 a.m. and 10:00 p.m. Central Standard Time or Central Daylight Time (whichever is in legal force on the Transmission Provider's system), except the following legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. During all other periods, in no event shall the rate exceed \$12.05/MWH. The total capacity charge for losses in any day, pursuant to a reservation for hourly delivery, shall not exceed the rate specified in section (3) above times 2% times the highest amount in megawatts of Reserved Capacity in any hour during such day. In addition, the total demand charge in any week, pursuant to a reservation for hourly delivery, shall not exceed the rate specified in section (2) above times the highest amount in megawatts of Reserved Capacity in any hour during such week.~~

~~(b) For energy losses provided during peak periods, a charge not to exceed the product of the sum of energy scheduled,~~

~~1.5% and a per megawatt-hour rate of 110% of the Transmission Provider's average, hourly on peak Out of Pocket cost for the month in which the energy is scheduled, and for all energy losses provided during non peak periods, a charge not to exceed the product of the sum of energy scheduled, 1.5% and a per megawatt-hour rate of 110% of the Transmission Provider's average, hourly off-peak Out of Pocket cost for the month in which the energy is scheduled. The peak period shall be Monday through Friday between the hours of 6:00 a.m. and 10:00 p.m. Central Standard Time or Central Daylight Time (whichever is in legal force on the Transmission Provider's system) except the following legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Out of Pocket Cost shall include, but not be limited to, costs of fuel, labor, operation and maintenance, startup, fuel handling, taxes, regulatory charges, transmission losses, and emissions allowances.~~

~~Network Integration Transmission Service~~

~~Transmission capacity losses shall be accounted for by multiplying the Transmission Customer's Network Load by 1.02.~~

~~The Transmission Customer may elect to provide capacity and energy losses. If the Transmission Customer elects to have the Transmission Provider provide all or any portion of the capacity~~

~~and energy losses and compensate the Transmission Provider for such service, the Transmission Customer shall be charged each month the sum of (a) and (b) as follows:~~

~~(a) For capacity losses, a charge not to exceed the product of the Transmission Customer's Network Load, 2% and the rate of \$8,800/MW per month.~~

~~(b) For energy losses provided during peak periods, a charge not to exceed the product of the sum of the Transmission Customer's metered usage adjusted for all applicable sub-transmission system losses, 1.5% (or the portion of the 1.5% which the Transmission Provider actually provides) and a per megawatt hour rate of 110% of the Transmission Provider's average, hourly on-peak Out-of-Pocket cost for the month in which the energy is scheduled, and for all energy losses provided during off-peak periods, a charge not to exceed the product of the sum of the Transmission Customer's metered usage adjusted for all applicable sub-transmission system losses, 1.5% (or the portion of the 1.5% which the Transmission Provider actually provides) and a per megawatt-hour rate of 110% of the Transmission Provider's average, hourly off-peak Out-of-Pocket cost for the month in which the energy is scheduled. The peak period shall be Monday through Friday between the hours of 6:00 a.m. and 10:00 p.m. Central Standard Time or Central Daylight~~

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~~Time (whichever is in legal force on the Transmission Provider's system) except the following legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Out of Pocket Cost shall include, but not be limited to, costs of fuel, labor, operation and maintenance, startup, fuel handling, taxes, regulatory charges, transmission losses, and emissions allowances.~~

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~~SCHEDULE 10~~

~~Illinois Retail Network Transmission Service~~

~~Illinois Retail Network Transmission Service is Network Transmission Service provided to a Network Customer that is arranging transmission of electric energy to one or more retail customers in the state of Illinois taking unbundled transmission service.~~

~~When Ameren Is The Transmission Customer~~

~~The Transmission Provider may be required by its Delivery Services Tariffs in the State of Illinois to provide unbundled transmission service to retail customers in its Control Area to which it also sells electric energy. In such an event, the Transmission Provider shall charge such retail customers as follows:~~

~~(A) Retail Customers Without Demand Meters (Rate Classes DS 1 and DS 2)~~

~~Such customers shall be charged an amount equal to the product of the following:~~

~~(1) the retail customer's metered usage for the billing period;~~

~~(2) the appropriate rate:~~

~~(a) For DS 1 customers: 0.1460 cents/kwh;~~

- ~~(b) For DS-2 customers: 0.1292 cents/kwh; and~~
- ~~(3) the applicable transmission loss adjustment factor of 1.015 and the applicable distribution loss adjustment factor from the Delivery Service provider's applicable Delivery Service tariff.~~
- ~~-(B) Retail Customers With Demand Meters (Rate Classes DS-3 and DS-4)~~

~~Such customers shall be charged an amount equal to the product of the following:~~

- ~~(1) the highest rate of energy use during any 15 consecutive minutes occurring in the billing period;~~
- ~~(2) \$ 0.4787 /kW; and~~
- ~~(3) the applicable transmission loss adjustment factor of 1.015 and the applicable distribution loss adjustment factor from the Delivery Service provider's applicable Delivery Service tariff.~~

~~When Ameren Is Not The Transmission Customer~~

~~A Transmission Customer which is not the Transmission Provider shall pay the Transmission Provider as a monthly Demand Charge an amount equal to the product of the following:~~

- ~~(1) the ratio of the Transmission Customer's hourly load or the hourly load of its retail customers (actual and/or estimated) coincident with the Transmission Provider's most recent Monthly Transmission System Peak to the average of the Transmission Provider's most recent 12 Monthly Transmission System Peaks;~~
- ~~(2) one twelfth (1/12) of the Transmission Provider's Annual Transmission Revenue Requirement specified in Attachment II; and~~
- ~~(3) the applicable transmission loss adjustment factor of 1.015 and the applicable distribution loss adjustment factor from the Delivery Service provider's applicable Delivery Service tariff.~~

~~ATTACHMENT A~~

~~Form of Service Agreement For  
Firm Point-To-Point Transmission Service~~

~~1.0 This Service Agreement, dated as of \_\_\_\_\_,  
is entered into, by and between \_\_\_\_\_  
(the Transmission Provider), and \_\_\_\_\_  
("Transmission Customer").~~

~~2.0 The Transmission Customer has been determined by the  
Transmission Provider to have a Completed Application for  
Firm Point-To-Point Transmission Service under the Tariff.~~

~~3.0 Service under this agreement shall commence on the later of  
(1) the requested service commencement date, or (2) the  
date on which construction of any Direct Assignment  
Facilities and/or Network Upgrades are completed, or (3)  
such other date as it is permitted to become effective by  
the Commission. Service under this agreement shall  
terminate on such date as mutually agreed upon by the  
parties.~~

~~4.0 The Transmission Provider agrees to provide and the  
Transmission Customer agrees to take and pay for Firm  
Point To Point Transmission Service in accordance with the~~

~~provisions of Part II of the Tariff and this Service Agreement.~~

~~5.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below:~~

~~Transmission Provider:~~

~~\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_~~

~~Transmission Customer:~~

~~\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_~~

~~6.0 The Tariff is incorporated herein and made a part hereof. IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.~~

~~Transmission Provider:~~

~~By: \_\_\_\_\_~~

~~Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_~~

~~Transmission Customer:~~

By: \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

~~Specifications For Long-Term Firm Point-To-Point~~

~~Transmission Service~~

~~1.0 Term of Transaction: \_\_\_\_\_~~

~~Start Date: \_\_\_\_\_~~

~~Termination Date: \_\_\_\_\_~~

~~2.0 Description of capacity and energy to be transmitted by  
Transmission Provider including the electric Control Area  
in which the transaction originates.~~

\_\_\_\_\_

~~3.0 Point(s) of Receipt: \_\_\_\_\_~~

~~Delivering Party: \_\_\_\_\_~~

~~4.0 Point(s) of Delivery: \_\_\_\_\_~~

~~Receiving Party: \_\_\_\_\_~~

~~5.0 Maximum amount of capacity and energy to be transmitted~~

~~(Reserved Capacity): \_\_\_\_\_~~

~~6.0 Designation of party(ies) subject to reciprocal service~~

~~obligation: \_\_\_\_\_~~

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

~~7.0 Name(s) of any Intervening Systems providing transmission service: \_\_\_\_\_~~  
\_\_\_\_\_

~~8.0 Service under this Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.)~~

~~8.1 Transmission Charge: \_\_\_\_\_~~  
\_\_\_\_\_

~~8.2 System Impact and/or Facilities Study Charge(s):~~  
\_\_\_\_\_  
\_\_\_\_\_

~~8.3 Direct Assignment Facilities Charge: \_\_\_\_\_~~  
\_\_\_\_\_

~~8.4 Ancillary Services Charges: \_\_\_\_\_~~  
\_\_\_\_\_  
\_\_\_\_\_

~~ATTACHMENT B~~

~~Form Of Service Agreement For Non-Firm Point-To-Point  
Transmission Service~~

~~1.0 This Service Agreement, dated as of \_\_\_\_\_, is  
entered into, by and between \_\_\_\_\_  
(the Transmission Provider), and \_\_\_\_\_  
(Transmission Customer).~~

~~2.0 The Transmission Customer has been determined by the  
Transmission Provider to be a Transmission Customer under  
Part II of the Tariff and has filed a Completed Application  
for Non-Firm Point-To-Point Transmission Service in  
accordance with Section 18.2 of the Tariff.~~

~~3.0 Service under this Agreement shall be provided by the  
Transmission Provider upon request by an authorized  
representative of the Transmission Customer.~~

~~4.0 The Transmission Customer agrees to supply information the  
Transmission Provider deems reasonably necessary in  
accordance with Good Utility Practice in order for it to  
provide the requested service.~~

~~5.0 The Transmission Provider agrees to provide and the  
Transmission Customer agrees to take and pay for Non Firm  
Point-To-Point Transmission Service in accordance with the  
provisions of Part II of the Tariff and this Service  
Agreement.~~

~~6.0 Any notice or request made to or by either Party regarding  
this Service Agreement shall be made to the representative  
of the other Party as indicated below.~~

~~Transmission Provider:~~

~~\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_~~

~~Transmission Customer:~~

~~\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_~~

~~7.0 The Tariff is incorporated herein and made a part hereof.~~

~~IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.~~

~~Transmission Provider:~~

By: \_\_\_\_\_  
\_\_\_\_\_

Name	Title	Date
------	-------	------

~~Transmission Customer:~~

By: \_\_\_\_\_  
\_\_\_\_\_

Name	Title	Date
------	-------	------

~~ATTACHMENT C~~

~~Methodology To Assess Available Transmission Capability~~

~~The amount of transmission capacity available will be computed on a point to point basis in each direction at each interface. The assessment of transmission capacity available will take into account the Transmission Provider's reliability requirements to serve its Native Load and Network Customers, prior contractual commitments, including contractual commitments governing jointly owned transmission facilities, and previously submitted applications for Firm Transmission Service requests under this Tariff.~~

~~The Transmission Provider will compute the transmission capacity available on a point to point basis from the Delivering Party to the Receiving Party using Good Utility Practice and the engineering and operating principles, standards, guidelines and criteria of the Transmission Provider, applicable MAIN guidelines and applicable NERC principles, criteria, and guides. Principal items used to determine maximum transmission capacity available shall include reliability, transmission element loading, system contingency performance, voltage levels, and stability.~~

~~Transmission system performance evaluations shall include consideration of (i) the existing loads and projected loads of the Transmission Provider's native load customers, physically captive wholesale customers, and network service customers; (ii) the loads of Firm Point-To-Point transmission customers under this Tariff and of Firm Point To Point Transmission Service from the Transmission Provider pursuant to other tariffs, rate schedules and contracts; (iii) transmission service to be provided in response to previously pending applications for service under Transmission Provider's Network Integration Service Tariff or Firm Point-to-Point Transmission Service under this Tariff; and (iv) the appropriate analytic representation of surrounding transmission systems including the use of the interconnected transmission system for transmission service.~~

~~The Transmission Provider will use load flow analyses to compute the transmission capacity of each point to point transfer by making an increase in generating facilities that will serve the ultimate load and either making a corresponding decrease in generation that formerly served the same load or increasing the receiving area load. Transmission capacity will be the first contingency transfer capabilities from/to the~~

~~\_appropriate direction of the systems of the Delivering and Receiving Parties, and taking into account the existing schedules.~~

~~The transmission capacity available will be the lowest value of the Transmission Provider's transmission capacity as determined in the preceding paragraphs less the transmission reserve required to assure an adequate level of access to generation on neighboring systems during generation emergencies on the Transmission Provider's system or the thermal-limited capacity available between the Transmission Provider and either the Delivering Party or the Receiving Party. If the transmission capacity as determined in the preceding paragraphs is constrained by a non-Transmission Provider system, the Eligible Customer requesting transmission service will need to contact the Non-Transmission Provider system to determine if the limitation is valid and what facility additions may be required to support the transfer. The normal thermal limited capacity is the sum of the normal thermal ratings of transmission lines that form interfaces between the Transmission Provider and either the Delivering Party or the Receiving Party less any existing scheduled transactions. Some of the tie lines between the Transmission Provider and adjoining area are jointly owned. The~~

~~Transmission Provider will include in its determination of transmission capacity such jointly owned transmission facilities. The Transmission Provider will make available its entitlement to use such jointly owned lines in accordance with the provisions of this Tariff and consistent with the Transmission Provider's rights under the agreements governing the use of such jointly owned lines.~~

~~The Transmission Provider will respond to a valid application for Firm Transmission Service by performing additional studies, when necessary, that assess whether sufficient transmission capacity is available to accommodate the application. If the transmission capacity available exceeds the amount of Firm Transmission Service requested, the Eligible Customer will be notified. If the transmission capacity available is less than the amount requested, the Eligible Customer requesting Firm Transmission Service will be notified of the amount available and the cause of the limitation.~~

~~ATTACHMENT D~~

~~Methodology for Completing a System Impact Study~~

~~The Transmission Provider will assess the capability of its transmission system to provide transmission service requested pursuant to this Tariff. The Transmission Provider will determine whether a proposed use of the transmission system results in unacceptable system performance when judged against the criteria set forth in its FERC Form 715 filing. These criteria are consistent with applicable MAIN Regional Reliability Council guidelines and applicable NERC principles, criteria and guides. Unacceptable system performance would include such conditions as transmission loading in excess of first contingency criteria, unacceptable voltages, or loss of power system stability resulting in the cascading loss of generation or transmission lines.~~

~~Transmission system performance evaluations shall include consideration of (i) the existing loads and projected loads of the Transmission Provider's native load customers, physically captive wholesale customers, and network services customers; (ii) the loads of Firm Point to Point transmission customers under this Tariff and of Firm Point to Point Transmission Service from the Transmission Provider pursuant to other~~

~~tariffs, rate schedules and contracts; (iii) transmission service to be provided in response to previously pending applications for network or Firm Point-to-Point Transmission Service under this Tariff; and (iv) the appropriate representation in the study of surrounding transmission systems, including their use of the interconnected system for transmission service.~~

~~These evaluations will include (i) load flow analysis of the changes in transmission loads and voltages resulting from providing the requested transmission service; and (ii) where applicable, stability analyses of the conditions under which the transmission service would be in effect. Resulting system impact and limitations would be summarized for use by the Transmission Provider and the Eligible Customers requesting Transmission Service. If the transmission service under study causes violations of the system performance criteria, further analyses of the transmission system can be performed at the request of the Eligible Customer requesting Transmission Service to determine the additions that would be required to accommodate the requested Transmission Service.~~

~~ATTACHMENT E~~

~~Ameren Services Company's Index of  
Non-Firm Point-To-Point Transmission Service Customers~~

<del>Customer</del>	<del>Date of Service Agreement</del>
<del>AES Power, Inc.</del>	<del>11/18/96</del>
<del>Allegheny Energy</del>	<del>6/7/99</del>
<del>Allegheny Energy Supply Company, LLC</del>	<del>5/12/00</del>
<del>Allegheny Power Service Corporation</del>	<del>1/5/99</del>
<del>Amerada Hess Corporation</del>	<del>5/10/00</del>
<del>Ameren Services Company</del>	<del>5/13/97</del>
<del>Ameren Services Company</del>	<del>12/8/99</del>
<del>AmerenCIPS</del>	<del>11/3/99</del>
<del>American Electric Power Service Corporation</del>	<del>12/4/96</del>
<del>American Energy Solutions, Inc.</del>	<del>3/17/97</del>
<del>American Municipal Power Ohio, Inc.</del>	<del>2/1/99</del>
<del>Amoco Energy Trading Corporation</del>	<del>3/25/98</del>
<del>Aquila Energy Marketing Corporation</del>	<del>8/23/99</del>
<del>Aquila Power Corporation</del>	<del>10/29/96</del>
<del>Arkansas Electric Cooperative Corporation</del>	<del>6/30/97</del>
<del>Avista Energy, Inc.</del>	<del>9/30/97</del>
<del>AYP Energy, Inc.</del>	<del>8/26/97</del>
<del>British Columbia Power Exchange Corporation</del>	<del>6/18/99</del>
<del>Cargill Alliant, L.L.C.</del>	<del>8/11/97</del>
<del>Cargill Alliant, L.L.C.</del>	<del>3/8/00</del>
<del>Carolina Power &amp; Light Company</del>	<del>3/25/97</del>
<del>Cenerprise, Inc.</del>	<del>12/17/96</del>
<del>Central and South West Services, Inc.</del>	<del>1/24/97</del>
<del>Central Illinois Light Company</del>	<del>12/16/96</del>
<del>Central Illinois Light Company Marketing</del>	<del>2/28/00</del>
<del>Central Illinois Light Company Retail</del>	<del>2/28/00</del>
<del>Central Illinois Public Service Company</del>	<del>12/19/96</del>
<del>Cinergy Services, Inc.</del>	<del>4/1/97</del>
<del>Citizens Power Sales</del>	<del>4/22/97</del>
<del>Columbia, Missouri (City of)</del>	<del>6/18/98</del>
<del>Conectiv Energy Supply, Inc.</del>	<del>5/12/00</del>
<del>City Water, Light &amp; Power</del>	<del>2/12/97</del>
<del>Cleco Merchant Energy Services</del>	<del>3/3/97</del>
<del>Cleveland Electric Illuminating</del>	<del>12/12/96</del>
<del>CMS Marketing, Services and Trading Company</del>	<del>5/19/97</del>
<del>CNG Power Services Corporation</del>	<del>2/28/97</del>
<del>Coastal Electric Services Company</del>	<del>1/24/97</del>
<del>Columbia Power Marketing Corporation</del>	<del>2/2/98</del>
<del>Commonwealth Edison Company (unexecuted)</del>	<del>8/21/96</del>
<del>Commonwealth Edison Company</del>	<del>9/17/97</del>
<del>ConAgra Energy Services, Inc.</del>	<del>3/10/98</del>
<del>Constellation Power Source, Inc.</del>	<del>10/8/98</del>

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Energy Delivery ~~Technical Services~~  
Ameren Services Company

Issued on: ~~September 11, 2000~~ May, 2004

<del>Customer</del>	<del>Date of Service Agreement</del>
<del>Consumers Energy Company</del>	<del>1/1/97</del>
<del>Coral Power, L.L.C.</del>	<del>10/3/96</del>
<del>The Dayton Power and Light Company</del>	<del>5/20/99</del>
<del>Delhi Energy Services, Inc.</del>	<del>9/10/96</del>
<del>Delmarva Power &amp; Light</del>	<del>12/9/99</del>
<del>Detroit Edison Company</del>	<del>1/1/97</del>
<del>DTE Energy Trading, Inc.</del>	<del>5/19/98</del>
<del>Duke Energy Trading and Marketing, L.L.C.</del>	<del>9/6/96</del>
<del>Duke Energy Trading and Marketing, L.L.C.</del>	<del>12/13/96</del>
<del>Duke Power, a division of Duke Energy Corp.</del>	<del>6/18/99</del>
<del>DuPont Power Marketing, Inc.</del>	<del>5/7/97</del>
<del>e-prime, inc.</del>	<del>6/19/98</del>
<del>Edison Mission Marketing and Trading, Inc.</del>	<del>2/8/00</del>
<del>Electric Clearinghouse, Inc.</del>	<del>10/21/97</del>
<del>El Paso Energy Marketing Company</del>	<del>8/27/96</del>
<del>El Paso Merchant Energy, L.P.</del>	<del>07/06/00</del>
<del>The Energy Authority</del>	<del>4/26/99</del>
<del>EnerZ Corporation</del>	<del>7/17/97</del>
<del>Engage Energy US, L.P.</del>	<del>12/15/97</del>
<del>Engage Energy US, L.P.</del>	<del>07/18/00</del>
<del>Engelhard Power Marketing, Inc.</del>	<del>12/12/96</del>
<del>Enron Power Marketing, Inc.</del>	<del>2/28/97</del>
<del>Entergy Power Marketing Corporation</del>	<del>10/8/97</del>
<del>Entergy Power Marketing Corporation (unexecuted)</del>	
<del>Entergy Services, Inc.</del>	<del>4/22/97</del>
<del>Equitable Power Services, Inc.</del>	<del>3/25/97</del>
<del>Federal Energy Sales, Inc.</del>	<del>8/19/96</del>
<del>Florida Power &amp; Light</del>	<del>10/6/98</del>
<del>Florida Power Corporation</del>	<del>10/20/97</del>
<del>Griffin Energy Marketing</del>	<del>7/14/98</del>
<del>Illinois Power Company</del>	<del>12/6/96</del>
<del>Illinova Energy Partners, Inc.</del>	<del>7/19/99</del>
<del>Illinova Power Marketing, Inc.</del>	<del>11/18/96</del>
<del>Industrial Energy Applications, Inc.</del>	<del>8/20/96</del>
<del>JPower Inc.</del>	<del>9/6/96</del>
<del>Kansas City Power &amp; Light Company</del>	<del>1/10/97</del>
<del>Kansas Electric Power Cooperative, Inc.</del>	<del>6/4/99</del>
<del>Kentucky Utilities Company</del>	<del>12/4/96</del>
<del>Kimball Power Company</del>	<del>12/23/96</del>
<del>Koch Energy Trading, Inc.</del>	<del>7/23/97</del>
<del>LG&amp;E Energy Marketing, Inc.</del>	<del>9/12/97</del>
<del>Louisville Gas &amp; Electric Company</del>	<del>11/30/98</del>
<del>Madison Gas and Electric Company</del>	<del>2/24/97</del>
<del>Market Responsive Energy, Inc.</del>	<del>6/25/97</del>
<del>Merchant Energy Group of the Americas, Inc.</del>	<del>3/5/98</del>
<del>Merrill Lynch Capital Services, Inc.</del>	<del>6/18/99</del>
<del>MidAmerican Energy Company</del>	<del>12/6/96</del>

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 Ameren Services Company  
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<del>Customer</del>	<del>Date of Service Agreement</del>
<del>MidAmerican Energy Company—Retail</del>	<del>11/16/99</del>
<del>MidCon Power Services Corporation</del>	<del>12/12/96</del>
<del>Minnesota Power and Light Company</del>	<del>2/11/97</del>
<del>Minnesota Power, Inc.</del>	<del>12/9/99</del>
<del>Missouri Joint Municipal Electric Utility Commission</del>	<del>3/28/00</del>
<del>Missouri Public Service</del>	<del>1/1/97</del>
<del>Morgan Stanley Capital Group Inc.</del>	<del>7/11/97</del>
<del>National Gas &amp; Electric L.P.</del>	<del>3/21/97</del>
<del>New Energy Ventures, Inc.</del>	<del>3/17/99</del>
<del>New York State Electric &amp; Gas Corporation</del>	<del>7/21/97</del>
<del>Niagra Mohawk</del>	<del>5/12/97</del>
<del>NIPSCO Energy Services, Inc.</del>	<del>2/11/97</del>
<del>NorAm Energy Services, Inc.</del>	<del>2/27/97</del>
<del>North American Energy Conservation, Inc.</del>	<del>2/5/98</del>
<del>Northern Indiana Public Service Company</del>	<del>11/1/96</del>
<del>Northern States Power Company</del>	<del>12/1/97</del>
<del>NP Energy Inc.</del>	<del>8/15/97</del>
<del>OGE Energy Resources, Inc.</del>	<del>12/31/97</del>
<del>Omaha Public Power District</del>	<del>10/18/99</del>
<del>Oneok Power Marketing Company</del>	<del>1/20/99</del>
<del>PacifiCorp Power Marketing, Inc.</del>	<del>5/2/97</del>
<del>PanCanadian Energy Services Inc.</del>	<del>12/7/98</del>
<del>PECO Energy Company—Power Team</del>	<del>7/9/97</del>
<del>PG&amp;E Energy Trading Power, L.P.</del>	<del>6/2/98</del>
<del>The Power Company of America, L.P.</del>	<del>1/3/97</del>
<del>PP&amp;L, Inc.</del>	<del>2/10/97</del>
<del>PP&amp;L, Inc.</del>	<del>3/29/99</del>
<del>ProLiance Energy, L.L.C.</del>	<del>10/13/97</del>
<del>Public Service Company of Colorado</del>	<del>5/4/99</del>
<del>Public Service Electric and Gas Company</del>	<del>2/18/97</del>
<del>QST Energy Trading Inc.</del>	<del>12/10/96</del>
<del>Rainbow Energy Marketing Corporation</del>	<del>8/27/97</del>
<del>SCANA Energy Marketing, Inc.</del>	<del>3/10/98</del>
<del>Sempra Energy Trading Corporation</del>	<del>11/14/97</del>
<del>Sikeston Board of Municipal Utilities</del>	<del>3/25/97</del>
<del>Sonat Power Marketing L.P.</del>	<del>2/11/97</del>
<del>Southern Company Energy Marketing, L.P.</del>	<del>1/20/97</del>
<del>Southern Company Services, Inc.</del>	<del>3/5/97</del>
<del>Southern Illinois Power Cooperative</del>	<del>5/5/98</del>
<del>Southern Indiana Gas and Electric Company</del>	<del>5/26/99</del>
<del>Southwestern Public Service Company</del>	<del>11/9/98</del>
<del>St. Joseph Light &amp; Power Company</del>	<del>4/1/97</del>
<del>Stand Energy Corporation</del>	<del>12/11/96</del>
<del>Statoil Energy Trading, Inc.</del>	<del>1/21/99</del>
<del>Tenaska Power Services Company</del>	<del>11/19/97</del>

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 Ameren Services Company  
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Ameren Operating Companies  
FERC Electric Tariff  
~~Second-Third~~ Revised Volume No. 1  
(~~Superseding Second Revised Volume No. 1~~)

Original Sheet No. 198

<del>Customer</del>	<del>Date of Service Agreement</del>
<del>Tennessee Power Company</del>	<del>8/22/97</del>

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<del>Customer</del>	<del>Date of Service Agreement</del>
<del>Tennessee Valley Authority</del>	<del>10/14/96</del>
<del>Toledo Edison Company</del>	<del>12/12/96</del>
<del>Traetebel Energy Marketing, Inc.</del>	<del>6/30/98</del>
<del>TransAlta Energy Marketing (U.S.), Inc.</del>	<del>10/6/98</del>
<del>TransCanada Energy Ltd.</del>	<del>9/20/96</del>
<del>TXU Energy Trading Company</del>	<del>8/26/99</del>
<del>UtiliCorp United, Inc.</del>	<del>5/3/99</del>
<del>Valero Power Services Company</del>	<del>5/2/97</del>
<del>Virginia Electric and Power Company</del>	<del>4/7/97</del>
<del>Vitol Gas and Electric LLC</del>	<del>8/1/97</del>
<del>VTEC Energy, Inc.</del>	<del>1/24/97</del>
<del>Wabash Valley Power Association, Inc.</del>	<del>2/20/97</del>
<del>West Plains Energy-Kansas</del>	<del>1/1/97</del>
<del>Western Power Services, Inc.</del>	<del>9/10/96</del>
<del>Western Resources</del>	<del>2/11/97</del>
<del>Williams Energy Services Corporation</del>	<del>9/13/96</del>
<del>Wisconsin Electric Power Company</del>	<del>10/29/96</del>
<del>Wisconsin Power and Light Company</del>	<del>12/13/96</del>
<del>Wisconsin Public Power Inc. SYSTEM</del>	<del>3/24/97</del>
<del>Wisconsin Public Service Corporation</del>	<del>2/11/97</del>
<del>WPS Energy Services, Inc.</del>	<del>3/3/97</del>
<del>Associated Electric Cooperative</del>	<del>08/29/00</del>
<del>Ameren Energy Marketing</del>	<del>09/08/00</del>
<del>NRG Power Marketing Company Inc.</del>	<del>09/14/00</del>
<del>FPL Energy Power Marketing, Inc.</del>	<del>09/22/00</del>

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 Energy Delivery ~~Technical Services~~  
 Ameren Services Company  
 Issued on: ~~September 11, 2000~~ May, 2004

Ameren Operating Companies  
FERC Electric Tariff  
~~Second-Third~~ Revised Volume No. 1  
~~(Superseding Second Revised Volume No. 1)~~

Original Sheet No. 200

~~-(Reserved for Future Use)~~

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Energy Delivery ~~Technical Services~~  
Ameren Services Company  
Issued on: ~~September 11, 2000~~ May \_\_\_\_\_, 2004

~~Ameren Services Company's Index of  
Firm Point-To-Point Transmission Service Customers~~

<del>Customer</del>	<del>Date of Service Agreement</del>
<del>AES Power, Inc.</del>	<del>07/30/97</del>
<del>Alleghaney Energy Supply Company, LLC</del>	<del>05/12/00</del>
<del>Allegheny Energy</del>	<del>06/07/99</del>
<del>Allegheny Power Service Corporation</del>	<del>01/05/99</del>
<del>Amerada Hess Corporation</del>	<del>05/10/00</del>
<del>Ameren Services Company</del>	<del>09/23/98</del>
<del>Ameren Services Company</del>	<del>12/08/99</del>
<del>Ameren Services Company</del>	<del>12/01/99</del>
<del>Ameren Services Company</del>	<del>03/01/00</del>
<del>Ameren Services Company</del>	<del>04/01/00</del>
<del>Ameren Services Company</del>	<del>04/01/00</del>
<del>AmerenCIPS</del>	<del>11/03/99</del>
<del>American Municipal Power Ohio, Inc.</del>	<del>02/01/99</del>
<del>Amoco Energy Trading Corporation</del>	<del>03/25/98</del>
<del>Aquila Energy Marketing Corporation</del>	<del>08/23/99</del>
<del>Aquila Power Corporation</del>	<del>04/19/97</del>
<del>British Columbia Power Exchange Corporation</del>	<del>06/18/99</del>
<del>Cargill-Alliant Energy Trading Group</del>	<del>11/01/99</del>
<del>Cargill-Alliant, L.L.C.</del>	<del>07/30/97</del>
<del>Cargill Alliant, L.L.C.</del>	<del>03/08/00</del>
<del>Central and South West Services, Inc.</del>	<del>06/01/99</del>
<del>Central and South West Services, Inc.</del>	<del>06/01/02</del>
<del>Central Illinois Light Company Marketing</del>	<del>02/28/00</del>
<del>Central Illinois Light Company Retail</del>	<del>02/28/00</del>
<del>Central Illinois Public Service Company</del>	<del>08/07/97</del>
<del>Cinergy Services, Inc.</del>	<del>8/27/97</del>
<del>Citizens Power Sales</del>	<del>8/15/97</del>
<del>City Water, Light &amp; Power</del>	<del>12/31/97</del>
<del>Columbia Power Marketing Corporation</del>	<del>02/02/98</del>
<del>Columbia, Missouri (City of)</del>	<del>06/01/98</del>
<del>ComEd Wholesale Marketing</del>	<del>01/01/00</del>
<del>ComEd Wholesale Marketing</del>	<del>01/01/00</del>
<del>ComEd Wholesale Marketing</del>	<del>01/01/00</del>
<del>Commonwealth Edison Company</del>	<del>08/11/97</del>
<del>Conectiv Energy Supply, Inc.</del>	<del>05/12/00</del>
<del>Constellation Power Source, Inc</del>	<del>10/08/98</del>
<del>Delhi Energy Services, Inc.</del>	<del>08/13/97</del>
<del>Delmarva Power &amp; Light</del>	<del>12/09/99</del>
<del>DTE Energy Trading, Inc.</del>	<del>05/19/98</del>
<del>Duke Power, a division of Duke Energy Corp.</del>	<del>06/18/99</del>

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Energy Delivery ~~Technical Services~~  
Ameren Services Company  
Issued on: ~~September 11, 2000~~ May, 2004

<del>Customer</del>	<del>Date of Service Agreement</del>
<del>Dynegy Power Marketing, Inc.</del>	<del>01/01/00</del>
<del>Dynegy Power Marketing, Inc.</del>	<del>01/01/00</del>
<del>Dynegy Power Marketing, Inc.</del>	<del>06/01/00</del>
<del>e-prime, inc</del>	<del>06/19/98</del>
<del>Edison Mission Marketing and Trading, Inc.</del>	<del>02/08/00</del>
<del>El Paso Merchant Energy, L.P.</del>	<del>07/06/00</del>
<del>Electric Clearinghouse, Inc.</del>	<del>10/21/97</del>
<del>Electric Clearinghouse, Inc.</del>	<del>01/01/98</del>
<del>Electric Clearinghouse, Inc.</del>	<del>01/01/98</del>
<del>Engage Energy US, L.P.</del>	<del>07/18/00</del>
<del>Enron Power Marketing, Inc.</del>	<del>08/15/97</del>
<del>Entergy Power Marketing Corp. (unexecuted)</del>	
<del>Entergy Power Marketing Corporation</del>	<del>10/08/97</del>
<del>Entergy Services, Inc.</del>	<del>08/15/97</del>
<del>Florida Power &amp; Light</del>	<del>10/06/98</del>
<del>Griffin Energy Marketing</del>	<del>07/14/98</del>
<del>Illinois Municipal Electric Agency</del>	<del>06/01/00</del>
<del>Illinois Power Company</del>	<del>07/29/97</del>
<del>Illinova Energy Partners, Inc.</del>	<del>07/19/99</del>
<del>Kansas Electric Power Cooperative, Inc.</del>	<del>06/04/99</del>
<del>Koch Energy Trading, Inc.</del>	<del>04/28/97</del>
<del>LG&amp;E Energy Marketing, Inc.</del>	<del>09/12/97</del>
<del>Louisville Gas &amp; Electric Company</del>	<del>11/30/98</del>
<del>Merchant Energy Group of the Americas, Inc.</del>	<del>03/05/98</del>
<del>Merrill Lynch Capital Services, Inc.</del>	<del>6/18/99</del>
<del>Michigan Companies (Consumers Energy Company &amp; Detroit Edison Company)</del>	<del>10/06/98</del>
<del>MidAmerican Energy Company</del>	<del>09/12/97</del>
<del>MidAmerican Energy Company - Retail</del>	<del>11/16/99</del>
<del>Minnesota Power and Light Company</del>	<del>08/19/97</del>
<del>Minnesota Power, Inc.</del>	<del>12/9/99</del>
<del>Missouri Joint Municipal Electric Utility Commission</del>	<del>03/28/00</del>
<del>Morgan Stanley Capital Group Inc.</del>	<del>11/13/97</del>
<del>New Energy Ventures, Inc.</del>	<del>03/17/99</del>
<del>New York State Electric &amp; Gas Corporation</del>	<del>07/21/97</del>
<del>NorAm Energy Services, Inc.</del>	<del>08/19/97</del>
<del>North American Energy Conservation, Inc.</del>	<del>02/05/98</del>
<del>Northern States Power Company</del>	<del>12/01/97</del>
<del>NSP Energy Marketing</del>	<del>01/01/02</del>
<del>OGE Energy Resources, Inc.</del>	<del>12/31/97</del>
<del>Omaha Public Power District</del>	<del>10/18/99</del>
<del>Oneok Power Marketing Company</del>	<del>01/20/99</del>

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 Ameren Services Company  
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<del>Customer</del>	<del>Date of Service Agreement</del>
<del>PanCanadian Energy Services Inc.</del>	<del>12/07/98</del>
<del>PECO Energy Company — Power Team</del>	<del>08/19/97</del>
<del>PECO Energy Company — Power Team</del>	<del>04/30/99</del>
<del>PG&amp;E Energy Trading Power, L.P.</del>	<del>07/26/98</del>
<del>PP&amp;L, Inc.</del>	<del>03/29/99</del>
<del>ProLiance Energy, L.L.C.</del>	<del>10/13/97</del>
<del>Public Service Company of Colorado</del>	<del>05/04/99</del>
<del>Public Service Company of Oklahoma</del>	<del>06/01/99</del>
<del>Public Service Company of Oklahoma</del>	<del>06/01/02</del>
<del>Public Service Electric and Gas Company</del>	<del>02/17/98</del>
<del>QST Energy Trading Inc.</del>	<del>06/01/97</del>
<del>Rainbow Energy Marketing Corporation</del>	<del>08/05/97</del>
<del>Reliant Energy Services, Inc.</del>	<del>12/01/99</del>
<del>Reliant Energy Services, Inc.</del>	<del>01/01/00</del>
<del>Reliant Energy Services, Inc.</del>	<del>01/01/00</del>
<del>Reliant Energy Services, Inc.</del>	<del>06/01/00</del>
<del>Reliant Energy Services, Inc.</del>	<del>06/01/00</del>
<del>Reliant Energy Services, Inc.</del>	<del>06/01/01</del>
<del>Sempra Energy Trading Corporation</del>	<del>11/14/97</del>
<del>Sikeston Board of Municipal Utilities</del>	<del>08/07/97</del>
<del>Sonat Power Marketing L.P.</del>	<del>08/07/97</del>
<del>Southern Company Energy Marketing, L.P.</del>	<del>08/29/97</del>
<del>Southern Company Services, Inc.</del>	<del>08/29/97</del>
<del>Southern Illinois Power Cooperative</del>	<del>05/05/98</del>
<del>Southern Indiana Gas &amp; Electric Company</del>	<del>05/26/99</del>
<del>Southwestern Public Service Company</del>	<del>11/09/98</del>
<del>Statoil Energy Trading, Inc.</del>	<del>01/21/99</del>
<del>Tenaska Power Services</del>	<del>01/01/00</del>
<del>Tenaska Power Services Company</del>	<del>11/19/97</del>
<del>Tennessee Power Company</del>	<del>08/22/97</del>
<del>Tennessee Valley Authority</del>	<del>08/29/97</del>
<del>Tennessee Valley Authority</del>	<del>06/01/00</del>
<del>The Dayton Power and Light Company</del>	<del>05/20/99</del>
<del>The Energy Authority</del>	<del>04/26/99</del>
<del>The Power Company of America, L.P.</del>	<del>08/25/97</del>
<del>Tractebel Energy Marketing, Inc.</del>	<del>06/30/98</del>
<del>TransAlta Energy Marketing (U.S.), Inc.</del>	<del>10/06/98</del>
<del>TXU Energy Trading Company</del>	<del>08/26/99</del>
<del>UtiliCorp United, Inc.</del>	<del>05/03/99</del>
<del>Valero Power Services Company</del>	<del>08/11/97</del>
<del>Virginia Electric and Power Company</del>	<del>08/11/97</del>
<del>Vitol Gas and Electric LLC</del>	<del>04/28/98</del>
<del>Wabash Valley Power Association, Inc.</del>	<del>05/01/98</del>

Issued by: David A. Whiteley, Sr. Vice President Effective: ~~September 12, 2000~~ May 1, 2004  
 Energy Delivery ~~Technical Services~~  
 Ameren Services Company  
 Issued on: ~~September 11, 2000~~ May, 2004

<del>Customer</del>	<del>Date of Service Agreement</del>
<del>Wayne-White Counties Electric Cooperative, Inc. (unexecuted)</del>	<del>01/01/00</del>
<del>Western Resources</del>	<del>09/12/97</del>
<del>Williams Energy Services Company</del>	<del>12/01/97</del>
<del>Wisconsin Electric Power Company</del>	<del>08/12/97</del>
<del>Wisconsin Power &amp; Light Company</del>	<del>06/01/97</del>
<del>Associated Electric Cooperative</del>	<del>08/29/00</del>
<del>Tenaska Power Service Company</del>	<del>01/01/01</del>
<del>Ameren Energy, As Agent For Ameren Services Company</del>	<del>09/01/00</del>
<del>Reliant Energy Services, Inc.</del>	<del>09/01/00</del>
<del>Reliant Energy Services, Inc.</del>	<del>09/01/00</del>
<del>NRG Power Marketing, Inc.</del>	<del>09/14/00</del>
<del>Ameren Energy Marketing Company</del>	<del>09/08/00</del>
<del>FPL Energy Power Marketing, Inc.</del>	<del>09/22/00</del>

Issued by: David A. Whiteley, Sr. Vice President Effective: ~~September 12, 2000~~ May 1, 2004  
Energy Delivery ~~Technical Services~~  
Ameren Services Company  
Issued on: ~~September 11, 2000~~ May, 2004

Ameren Operating Companies  
FERC Electric Tariff  
~~Second-Third~~ Revised Volume No. 1  
~~(Superseding Second Revised Volume No. 1)~~

Original Sheet No. 205

~~(Reserved for Future Use)~~

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Energy Delivery ~~Technical Services~~  
Ameren Services Company  
Issued on: ~~September 11, 2000~~ May \_\_\_\_\_, 2004

~~ATTACHMENT F~~  
~~Service Agreement For~~  
~~Network Integration Transmission Service~~

~~To be filed by the Transmission Provider~~

Ameren Operating Companies  
FERC Electric Tariff  
~~Second-Third~~ Revised Volume No. 1  
(~~Superseding Second Revised Volume No. 1~~)

Original Sheet No. 207

~~ATTACHMENT G~~

~~Network Operating Agreement~~

~~To be filed by the Transmission Provider~~

Issued by: David A. Whiteley, ~~Sr.~~ Vice President Effective: ~~September 12, 2000~~ May 1, 2004  
Energy Delivery ~~Technical Services~~  
Ameren Services Company  
Issued on: ~~September 11, 2000~~ May \_\_\_\_\_, 2004

~~ATTACHMENT H~~

~~Annual Transmission Revenue Requirement  
For Network Integration Transmission Service~~

- ~~1. The Annual Transmission Revenue Requirement for purposes of the Network Integration Transmission Service shall be \$67,600,000.~~
- ~~2. The amount in (1) shall be effective until amended by the Transmission Provider or modified by the Commission.~~

~~ATTACHMENT I~~

~~Index Of Network Integration Transmission Service Customers~~

<del>Customer</del>	<del>Date of Service Agreement</del>
<del>AmerenCIPS</del>	<del>8/3/00</del>
<del>California, Missouri (City of)</del>	<del>11/24/98</del>
<del>Centralia, Missouri (City of)</del>	<del>2/1/98</del>
<del>Cinergy Services, Inc. — (on behalf of Southwestern Electric Cooperative, Inc.)</del>	<del>5/29/97</del>
<del>Citizens Electric Corporation</del>	<del>1/1/00</del>
<del>Clay Electric Cooperative, Inc. (unexecuted)</del>	<del>1/1/00</del>
<del>Edgar Electric Cooperative Association, Inc</del>	<del>1/1/98</del>
<del>Farmington, Missouri (City of) (unexecuted)</del>	<del>2/1/00</del>
<del>Fredericktown, Missouri (City of) (unexecuted)</del>	
<del>Hannibal, Missouri (City of)</del>	<del>1/1/98</del>
<del>Illinois Municipal Electric Agency</del>	<del>6/1/00</del>
<del>Kahoka, Missouri (City of)</del>	<del>4/1/98</del>
<del>Kirkwood, Missouri (City of)</del>	<del>1/1/98</del>
<del>Linneus, Missouri (City of)</del>	<del>1/11/99</del>
<del>Marceline, Missouri (City of)</del>	<del>1/19/99</del>
<del>Newton, Illinois (City of)</del>	<del>7/1/99</del>
<del>Owensville, Missouri (City of) (unexecuted)</del>	<del>2/1/00</del>
<del>Perry, Missouri (City of)</del>	<del>12/8/98</del>
<del>Soyland Electric Cooperative (unexecuted)</del>	<del>1/1/00</del>
<del>St. James, Missouri (City of)</del>	<del>11/1/98</del>
<del>MidAmerican Energy Company</del>	<del>09/01/00</del>
<del>MidAmerican Energy Company</del>	<del>09/01/00</del>

~~ATTACHMENT J~~

~~Procedure for Establishing a New Generation Facility  
Connection to the Transmission Provider's System~~

~~The Transmission Provider has established the following process to accommodate the connection of new generation to its electrical system. This process applies to all entities (Applicants) seeking a connection with the Transmission Provider's electrical system, including the Transmission Provider's affiliates.~~

~~1. Initial Request by Applicant~~

~~To initiate an official request to connect generation to the Transmission Provider's electrical system, the Applicant must send a written request to the Transmission Provider. This request should be directed to:~~

~~Manager, Electrical Engineering and Transmission  
Planning Department  
P.O. Box 66149  
St. Louis, Mo. 63166-6149  
Fax No. 314-554-3260~~

~~The request should include as a minimum the following information about the Applicant's proposed interconnection:~~

- ~~— Amount of generation to be connected (MW)~~
- ~~— Location of connection in detail (include line or substation name if possible)~~
- ~~— Proposed voltage of connection~~

~~The time and date the written request is received by the Transmission Provider will establish Applicant's priority~~

~~position in a queue of entities seeking to connect generation to the Transmission Provider's electrical system, unless Applicant fails to execute an Agreement for Interconnection Study in a timely manner as required in paragraph three.~~

~~2.—OASIS Posting~~

~~Upon receipt of Applicant's request, the Transmission Provider will post the following information on the Transmission Provider's Open Access Same Time Information System ("OASIS"):~~  
~~(i) the Applicant's priority date; (ii) the location (state and county) of the proposed generation interconnection; (iii) the size (MW) of the proposed generation facility to be studied; and (iv) such other information deemed necessary by the Transmission Provider. The Applicant's name shall not be included in the OASIS posting.~~

~~3.—Interconnection Study Agreement~~

~~Within 30 days after receiving an official request from the Applicant, the Transmission Provider will prepare and send to the Applicant an Agreement for Interconnection Study ("Agreement") describing the terms and conditions under which the Transmission Provider will agree to conduct a feasibility study for connecting the Applicant's generation to the Transmission Provider's system. After the Applicant receives~~

~~\_the Agreement, Applicant must execute the Agreement within fifteen (15) days to preserve its original queue priority date. If the Applicant fails to execute the Agreement within fifteen (15) days, the Applicant's queue priority date will become the date the Agreement is executed by the Applicant. By executing the Agreement, the Applicant agrees to reimburse the Transmission Provider for the actual cost the Transmission Provider incurs to perform the study. Within the Agreement, the Transmission Provider will indicate the Applicant's original date of queued priority. The Applicant's queue priority date will be used by the Transmission Provider to prioritize competing requests to connect generation to the Transmission Provider's system. A request shall be deemed a competing request when, in the Transmission Provider's sole judgment, the result of the study conducted for one entity will be significantly altered by the presence of another entity's generation facilities. For example, a study for an entity with the earliest (highest) priority date for a competitive location on the Transmission Provider's system will be conducted as if no other competing, lower priority, generation additions existed. A study for any subsequent lower priority entities will be conducted as if the generation~~

~~additions of all other competing, higher priority, requests have been installed.~~

~~The Transmission Provider will provide a draft study report ("Draft Report") to the Applicant within 60 days of the date the Agreement is executed. In the event that the Transmission Provider is unable to complete the Draft Report within 60 days from the date the Agreement is executed, the Transmission Provider shall notify the Applicant as soon as it becomes known by the Transmission Provider that the Draft Report will not be completed in the 60 day time period. Upon receiving notice from the Transmission Provider of the delay, the Applicant shall have the right to terminate the Agreement or authorize the Transmission Provider to proceed with the study. If the Applicant terminates the Agreement, Applicant shall pay the Transmission Provider for all the costs incurred to perform the study up to the date the Agreement was terminated.~~

~~Upon receiving the Draft Report from the Transmission Provider, the Applicant shall have 15 days to review and comment on the Draft Report's contents. After receiving the Applicant's comments on the Draft Report, the Transmission Provider shall have 30 days to issue a final report ("Final Report") to the Applicant. The Final Report will be in written form and include~~

~~\_an estimated cost for additions and modifications to the Transmission Provider's system to accommodate the Applicant's generation facility.~~

~~4. Decision Period~~

~~After receiving the Final Report from the Transmission Provider, the Applicant shall have 30 days to decide whether it will proceed with the interconnection of its generation facility ("Decision Period") to the Transmission Provider's system. During the Decision Period, the Applicant's position within the priority queue shall be unaffected by lower priority competing requests.~~

~~5. Right of Refusal Period~~

~~Following the Decision Period, the Applicant may have as many as 90 additional days to exercise a right of first refusal ("Right of Refusal Period") against any lower priority competing request and to begin negotiating an Interconnection Agreement and a Parallel Operating Agreement (collectively the "Connection Agreements") with the Transmission Provider. However, there is no absolute right to the full 90 days. Upon receiving written notice from the Transmission Provider that a competing request exists (that is, has been received, studied and determined to be competing), the Applicant must exercise its right of first~~

~~refusal, within 15 days, by notifying the Transmission Provider in writing that the Applicant desires to begin negotiating the Connection Agreements. If the Applicant fails to exercise in a timely manner its right of first refusal against a competing request, or if Applicant fails to begin negotiating the Connection Agreements with the Transmission Provider prior to the expiration of the Right of Refusal Period, Applicant shall forfeit all queue priority rights to connect its generation to the Transmission Provider's system. Once Applicant forfeits its queue priority rights, Applicant will be required to make a new written request ("Reexamination Request") to the Transmission Provider stating its desire for the Transmission Provider to reexamine the feasibility of connecting the Applicant's generation to the Transmission Provider's system. The date the Reexamination Request is received by the Transmission Provider will establish the Applicant's new queue priority position with respect to all other competing entities.~~

~~6. Execution Period~~

~~Once the Applicant begins negotiating with the Transmission Provider to enter into the Connection Agreements, regardless of whether the negotiations begin during the Decision Period or the Right of Refusal Period, the Applicant shall have 90 days to~~

~~\_fully execute the Connection Agreements (the "Execution Period"); however, execution may be subject to reasonable contingencies. If the Applicant and the Transmission Provider fail to reach agreement on the terms of the Connection Agreements during the Execution Period, the Parties shall agree to: i) extend the Execution Period for an additional 30 days in an effort to reach agreement (the "Extended Execution Period"); or ii) submit their dispute to binding arbitration in accordance with the arbitration provisions set forth in Sections 12.2, 12.3 and 12.4 of the Transmission Provider's Open Access Transmission Tariff. If the Execution Period expires without the Parties reaching agreement on the Connection Agreements and the Applicant does not elect to submit its dispute with the Transmission Provider to arbitration, or the Applicant does not agree to continue negotiations during an Extended Execution Period, the Transmission Provider shall consider the Applicant's request to be abandoned. If an Extended Execution Period expires without the Parties reaching agreement on the Connection Agreements and the Applicant does not elect to submit its dispute with the Transmission Provider to arbitration, the Transmission Provider shall also consider the Applicant's request to be abandoned. Once the Applicant has abandoned its~~

~~request, the Applicant shall forfeit all queue priority rights it has to interconnect the generation facility to the Transmission Provider's system at the requested location. Once the Applicant forfeits its queue priority rights, the Applicant will be required to make a Reexamination Request to the Transmission Provider if the Applicant should desire to pursue the generation facility interconnection at a later date. The date the Reexamination Request is received by the Transmission Provider will establish the Applicant's new queue priority position with respect to all other competing entities.~~

~~7. Execution of Connection Agreements~~

~~Prior to the Transmission Provider initiating the process to interconnect the Applicant's generation facility to the Transmission Provider's system, the Applicant must execute concurrently, a Transmission System Interconnection Agreement and a Parallel Operating Agreement (the "Connection Agreements"). The Transmission System Interconnection Agreement will define the terms and conditions under which the Transmission Provider will construct and modify the Transmission Provider's system to complete the interconnection process. The Parallel Operating Agreement will prescribe the design requirements for interconnection of the Applicant's generation~~

~~\_facility and the terms and conditions under which the Applicant may operate its generation facility in parallel with the Transmission Provider and other users of the Transmission Provider's system. Once these Connection Agreements have been executed, they will be filed with the Commission and the Transmission Provider will proceed with the interconnection process.~~

~~8. Transmission Service Request~~

~~Once the Applicant's generation is connected to the Transmission Provider's system, the Applicant will be permitted to transmit power and energy on the Transmission Provider's system pursuant to the terms and conditions set forth in the Transmission Provider's Open Access Transmission Tariff ("OATT") and the terms and conditions of the Parallel Operating Agreement. Applicants should consult the Transmission Provider's OASIS home page for further details about the process for requesting transmission service.~~