

**RIDER IFC
INSTRUMENT FUNDING CHARGE**

<u>Nonresidential Customers</u>	<u>Charge (cents per kWh)</u>
(2) 1 mW and Above:	
<u>Class</u>	
Industrial Firm (SC 21, 22, and 29)	0.46
Industrial High Load Factor Firm (SC 24 and 26)	0.32
Industrial Non-Firm (SC 30, 35 and 37)	0.35
(3) Municipal:	
<u>Class</u>	
Municipal (SC 41, 42 and 45)	0.94

A new customer shall be assigned to one of the appropriate customer classes above based on the type of service the customer would receive from Company under bundled electric service (Ill. C.C. No. 31) and the customer's estimated highest Maximum Demand, if applicable.

The per kilowatt-hour IFCs listed above shall be in effect until the first day of the next Applicable Period as described in Section IV below.

IV. Periodic Adjustment

The per kilowatt-hour IFC for each customer class listed under the Charges section above shall be subject to periodic adjustments. The per kilowatt-hour IFC for a customer class in an Applicable Period shall be determined as follows:

$$IFC_c = DSBR_c / Q_c \times 100$$

where:

IFC_c Per kilowatt-hour Instrument Funding Charge for customers in a customer class during the Applicable Period. The amount in cents per kilowatt-hour, rounded to the nearest 0.0010, to be billed in any monthly billing period during the Applicable Period for each kilowatt-hour sold or delivered to customers in the customer class.

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DSBR_c Total Debt Service Billing Requirement allocated to the customer class to be billed through the Instrument Funding Charges during the Applicable Period for energy sales and deliveries to customers in the customer class. DSBR_c is defined as:

$$DSBR_c = DSBR \times (BR96_c / BR96)$$

where:

DSBR The total amount of Debt Service Billing Requirement to be billed through the Instrument Funding Charges during the Applicable Period for energy sales and deliveries to customers. DSBR shall reflect (i) any under or over recovery of the DSBR amount during the Reconciliation Period and (ii) any additional interest costs incurred by IPS or its successors or assignees as a result of having to delay repayment of principal on the subject transitional funding instruments due to an under-recovery of the DSBR in the Reconciliation Period. DSBR shall be determined in a manner consistent with the Expected Amortization Schedule for the subject transitional funding instruments, including without limiting the foregoing amounts sufficient for scheduled principal and interest payment, servicing fees and other expenses, and payments to reserve accounts.

BR96_c Total Base Revenue for the customer class in 1996

BR96 Total Base Revenue for Company in 1996

Q_c Projected kWh sales and deliveries to the customers in the customer class for the Applicable Period.

The Applicable Period shall be the period beginning with the first day of the first month following Company's most recent filing under this section IV and ending with the last day of the sixth succeeding month thereafter.

The Reconciliation Period shall be the period beginning on the first day of the seventh month, and ending with the last day of the second month, prior to the start of the Applicable Period.

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* Asterisk indicates change

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**RIDER IFC
INSTRUMENT FUNDING CHARGE**

Company shall make a filing with the Commission at least three business days prior to the first day of each Applicable Period computing new per kilowatt-hour Instrument Funding Charges for each customer class pursuant to the formulas set forth herein. Company's filing shall also include a reconciliation of actual IFC collections to the Debt Service Billing Requirement for the Reconciliation Period.

V. General

If additional transitional funding instruments are issued, Company shall make a filing with the Commission computing new per kilowatt-hour IFCs for each customer class based on the Debt Service Billing Requirement for the additional transitional funding instruments and the Debt Service Billing Requirements for previously issued transitional funding instruments, for the customer class.

If a customer pays only a portion of its bill for Applicable Rates rendered by Company, a prorata share amount of the IFC revenues shall be collected.

If a customer receives delivery service from Company pursuant to terms of Article 16 of the Public Utilities Act, Company shall continue to deduct, state, and collect per kilowatt-hour IFCs for all energy delivered to the customer. The IFC in effect from time to time for the customer class in which customer was included prior to taking delivery service will be used in the calculation.

If a customer does not receive delivery service from Company but is required to pay Company a Transition Charge (TC) in accordance with Section 16-108(h) of the Public Utilities Act, an IFC will be calculated for the customer and included in the amount of such TC to be billed to the customer. In such cases, for purposes of applying IFC, the customer's class will be the customer class that would be applicable if the customer were taking service under one of Company's bundled service classifications or a special or negotiated contract from Company, and the IFC then in effect for that customer class will be used in the calculation.

In any instance in which the metering of a retail customer of Company is provided by an ARES and the customer's metered kWh are not otherwise available to the Company, Company will be entitled to require the ARES to enter into a contract obligating the ARES to provide Company with the customer's total kWh consumption used for billing purposes in each billing period.

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RIDER IFC
INSTRUMENT FUNDING CHARGE

In any instance in which an ARES or another electric Company is billing a retail customer of Company for services provided by Company as allowed by Section 16-118(b) of the PUA, or services provided by Company are being billed by any other third-party (such an ARES, other electric Company or other third party collector being hereinafter referred to as a "third party collector"), Company will be entitled to require the third party collector to enter into a contract requiring the third party collector to either (i) remit IFC collected from customers within seven days after receipt, provided however that if the third party collector is required to remit payments to Company or its successor on a more frequent basis, the third party collector shall remit IFC at the same time as such other payments; or (ii) at the option of the third party collector, which shall be exercised by providing to Company a written notification of the election of the following option, which election may not be changed for a period of one calendar year after it is exercised, to choose (in lieu of remitting IFC within seven days of receipt) to pay IFC to Company within 15 days of the date of Company's bill provided that (1) the third party collector pays all IFC for which it bills regardless of whether payments are actually received from customers, and (2) a third party collector who does not have investment-grade credit ratings (BBB- or better) must post a deposit or comparable security equal to one month's estimated IFC.

If a dispute materializes between Company and a third party collector (as defined above) concerning billing and collection for services provided by Company, the third party collector shall pay the undisputed portion of its collection over to Company and shall pay the disputed amounts to Company under protest pending resolution of the matter. If and to the extent the third party collector is successful in the dispute, either through a negotiated resolution or a Commission determination, the third party collector shall receive interest on the portion of the disputed amount which is paid back by Company. Further, if a dispute cannot be resolved informally between Company and the third party collector, Company and the third party collector shall jointly file a complaint with the Commission and thus, no party will be singled out to bear the burden of proof.

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If a third party collector does not remit IFC to Company on or before the date remittance is due under the remittance option selected by the third party collector (as defined above), a default occurs. When ten days have elapsed after the date of default, Company may provide written notice to the third party collector of Company's intent to begin to bill customers previously billed by the third party collector for IFC because of the third party collector's default in remitting IFC when due. A copy of this notice shall be provided to the Commission. If Company receives no response from the third party collector initiating dispute resolution or no payment by the fifth day after the notice is sent, Company shall have the right to resume billing the retail customers formerly billed by the ARES for the services provided by Company, and the IFC. If Company receives a response unrelated to a dispute and/or remittance of the IFC within this time, the third party collector will be presumed liable for the Commission authorized rate of interest during the interval between the remittance date under the option elected by the third party collector and the date of actual payment to Company. Reversion to dual-billing by Company will not limit the rights of Company, any successor servicer, IPS, Trust or the holders of the TFI to recover, with interest, IFC collected but not remitted by the third party collector.

To the extent that Company, as servicer, deems it necessary to change its, or impose any other, credit or collection terms or policies with respect to third party collectors, Company shall do so by filing for Commission review and approval an appropriate revision to Rider IFC, or a new or supplemental tariff, as appropriate.

If, for any Applicable Period, the forecasted revenues from Applicable Rates for any customer class are projected to be less than the Instrument Funding Charges allocated to that customer class for the Applicable Period, the deficiency shall be ratably allocated among the remaining customer classes based on the percentage of each class' contribution to the 1996 base rate revenues calculated excluding the customer class for which there is a deficiency.

Company shall immediately terminate billing of IFCs to customers upon determining that a total amount of IFC equal to the Debt Service Billing Requirement calculated for the year 2008, or for any subsequent year in which the principal of any series of transitional funding instruments remains unpaid as of January 1, has been collected.

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RIDER IFC
INSTRUMENT FUNDING CHARGE

The Schedule of which this rider is a part includes Company's Terms and Conditions, Service Classifications, Rates and Riders. Service hereunder is subject to these Terms and Conditions and the Service Classifications, Rates and Riders applicable to this rider.

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**RIDER IML
INTERVAL METERING LEASE**

1. Availability

Service under this Rider is available to any non-residential Customer of Company at Customer's request subject to the conditions stated herein.

This Rider is applicable to new metering equipment to be installed by Company after the effective date hereof, and is not a replacement for any lease or rental Customer may have for existing metering equipment.

2. Nature of Service

Company will, in accordance with this Rider, install equipment adequate to measure, at metering point(s), power and energy consumption at hourly intervals. Such equipment will replace part or all of Customer's metering equipment that would be required under Customer's Service Classification.

Service hereunder is subject to Company's Terms and Conditions set forth in this Schedule.

3. Rates

Customer taking Interval Metering service under this Rider shall pay (i) a Monthly Charge per Meter based on the incremental salvable cost of equipment and the operations and maintenance costs; and (ii) either a One-Time per Meter Fee or a Five-Year Monthly Fee per Meter for Payment of Nonsalvable Costs, in addition to any other charges Customer is required to pay under Customer's Service Classification or contract. The fees paid by Customer under this Rider will be based on Customer's existing metering configuration, as follows:

Payment of Nonsalvable Costs

<u>Existing Meter Configuration</u>	<u>Monthly Charge per Meter</u>	<u>One-Time per Meter Fee</u>	<u>5-Year Monthly Fee per Meter</u>
KWh, single-phase	\$28.47	\$200.14	\$ 4.15
KWh, three-phase	\$27.20	\$230.81	\$ 4.78
KWh & Demand, single-phase	\$27.49	\$200.14	\$ 4.15

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RIDER IML
INTERVAL METERING LEASE

Payment of Nonsalvable Costs

<u>Existing Meter Configuration</u>	<u>Monthly Charge per Meter</u>	<u>One-Time per Meter Fee</u>	<u>5-Year Monthly Fee per Meter</u>
KWh & Demand, three-phase	\$26.49	\$230.81	\$ 4.78
KWh & Time-of-Use, single-phase	\$27.34	\$200.14	\$ 4.15
KWh & Time-of-Use, three-phase	\$26.34	\$230.81	\$ 4.78
KWh & Time-of-Use/400 A.S.C., single-phase	\$32.02	\$396.15	\$ 8.21
KWh & Time-of-Use/400 A.S.C., three-phase	\$31.79	\$464.71	\$ 9.63
KWh & KW/KVAR Time-of-Use	\$24.27	\$259.15	\$ 5.37

Customer shall also be required to pay Company for Removal Costs at the time of termination of service under this Rider. Removal costs for Rider IML metering are the costs of removing the Rider IML meter and restoring the metering facility to a non-Rider IML (non-interval recording) configuration. Company will bill Customer for such removal and restoration costs at the time of removal and restoration based on actual time and material costs (including loadings) for the work. Customer shall be required to agree to pay such costs as a condition to returning to non-interval metered service.

4. Optional Remote Interrogation

Customer may choose optional remote interrogation. Customer selecting optional remote interrogation hereunder shall pay either a One-Time per Meter Fee or a Five-Year Monthly Fee per Meter for Payment of Nonsalvable Costs. In addition, a Monthly Charge per Meter based on the incremental salvable equipment cost and operations and maintenance costs will be charged based upon Customer's type of telephone connection:

Payment of Nonsalvable Costs¹

<u>Telephone Connection</u>	<u>Monthly Charge per Meter</u>	<u>One-Time per Meter Fee</u>	<u>5 Year Monthly Fee per Meter</u>
Land Line	\$(3.80)	\$120.33	\$2.49
Cellular	\$27.67	\$377.27	\$7.82

¹ Subject to Section 5(e)

RIDER IML
INTERVAL METERING LEASE

Customer also shall be required to pay Company for Removal Costs at the time of termination of optional remote interrogation service. Removal costs for Company's portion of the land line telephone remote interrogation option will be charged to Customer when the remote interrogation equipment is actually removed. Removal costs are the costs of removing the land line telephone and associated facilities and restoring the metering facility to its previous condition. Removal costs associated with the land line telephone service and facilities are paid for by Customer directly to Customer's local service provider. Removal costs for the cellular phone system will be charged to Customer when remote interrogation is actually removed. Removal costs are the costs of removing the cellular telephone and associated facilities and restoring the metering facility to its previous configuration. Company will bill Customer for such removal and restoration costs at the time of removal and restoration based on actual time and material costs (including loadings) for the work. If the cellular phone service is removed prior to the expiration of the service provider's contract with Company, any contract cancellation fees will be charged to Customer.

5. Additional Conditions of Service

- a) Customer shall enter into a written contract with Company for service hereunder specifying the choice of Payment of Nonsalvable Costs, specifying Customer's obligation to pay Removal Costs upon termination of service under this Rider and specify whether optional remote interrogation service has been chosen.
- b) Customer choosing the Five-Year Monthly per Meter Payment of Nonsalvable Costs who cancels service hereunder prior to completing the five year period shall be billed for the remaining monthly payments on the next billing date.
- c) Customer using the land line telephone connection option is required to provide a dedicated telephone line to the meter and will be responsible for paying any fees billed by the Local Exchange Carrier. If cellular phone option is selected, Company will provide cellular phone service at Customer's meter point.
- d) Polling of the meter by telephone shall be done by Company only.

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INTERVAL METERING LEASE

- e) Amounts shown for Telephone Connection, Payment of Nonsalvable Costs in Section 4 assume that the remote interrogation option is chosen at the same time Interval Metering under this Rider is initially chosen. If Customer requests that remote interrogation be added after the initial commencement of service under this Rider, the interval meter originally installed must be replaced by a meter having an internal modem, and the One-Time per Meter Fee shown in Section 4 applicable to Customer's choice of Telephone Connection will be increased by \$80.25. Customer may elect to pay for the Nonsalvable Costs for remote interrogation by either a One-Time Fee per Meter or a Monthly Fee per Meter calculated to recover the One-Time Fee per Meter plus Company's carrying costs at an 8.93% interest rate over the remainder of Customer's initial 5-year term under this Rider. If Customer chooses the Monthly Fee per Meter for Nonsalvable Costs for remote interrogation and is already paying a 5-year, Monthly Fee per Meter for Nonsalvable Costs, the additional Monthly Fee per Meter for Nonsalvable Costs for remote interrogation shall be added to Customer's existing Monthly Fee per Meter.
- f) Telephone Connection, Land line negative Monthly Charge per Meter, if applicable, will be applied as a credit to the Monthly Charge per Meter for Customer's particular Existing Meter Configuration.
- g) If land line is the chosen telephone connection method for optional remote interrogation, Customer is responsible for obtaining installation of a dedicated line and having it brought into close proximity of Company's meter equipment. Company will install the dedicated line into the metering equipment enclosure. Customer is responsible for paying monthly service charges to phone service provider to maintain the remote interrogation capability of the Rider IML meter.
- h) Although telephone land line is the preferred communications medium for optional remote interrogation, its choice must be acceptable to Company on a case-by-case basis because of its entry into, and connection to, Company's metering and service equipment. Company may, at its sole discretion, require that cellular phone be used for locations where, in Company's judgment, the land line connection may present a safety hazard or potentially cause damage to Company or Customer's property or equipment. Company's acceptance of a land line does not warrant that such damage will not occur, however. Company is not responsible for damage to Customer's property or equipment arising from the land line connection to Company's service equipment and meter.

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**RIDER IML
INTERVAL METERING LEASE**

- i) If cellular phone is chosen as the communications medium for optional remote interrogation, Company will attempt to mount antenna on Customer's service entrance conduit, meter cabinet, or associated facilities. If this is not possible, Customer must work with Company to identify an acceptable antenna mounting location.

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**RIDER HMAC
HAZARDOUS MATERIALS ADJUSTMENT CLAUSE**

1. PURPOSE OF RIDER

The Hazardous Materials Adjustment Clause (HMAC) shall operate to recover allowable HMAC Costs (as defined herein) of the Company.

2. APPLICABLE RATE CLASSES

This rider is applicable to all customers receiving electric service from the Company and will be applied to all kWh delivered, including bundled and delivery service rates. The "Applicable Rate Classes" shall be: (1) Residential, (2) Commercial/Municipal, and (3) Industrial.

3. HAZARDOUS MATERIALS ADJUSTMENT FORMULA

As of the date of closing of Ameren Corporation's purchase of the Company, Ameren Corporation shall create a trust fund to reflect shareholders' contribution to asbestos costs ("HMAC Cost Fund"), with an initial balance of \$20 million, to fund the portion of the Company's HMAC Costs that the Company agreed to bear in Docket No. 04-0294. In each year subsequent to 2006 and until such time as the HMAC Cost Fund terminates, the Company shall withdraw from the Fund 90% of the amount by which its annual cash expenditures for prudently incurred HMAC Costs exceed the BASE amount, or shall deposit in the Fund 90% of the amount by which the BASE amount exceeds the Company's cash expenditures for prudently incurred HMAC Costs, as applicable. The HMAC Cost Fund shall be invested in short-term investment funds and all earnings thereon, net of expenses of the trust fund, shall be added to the HMAC Cost Fund balance. When the balance of the HMAC Cost Fund has reached zero, the HMAC Cost Fund shall terminate and an HMAC shall be applied. At such time as it is determined that the Company faces no further asbestos liability, the remaining balance of the HMAC Cost Fund will be credited to ratepayers in the next ensuing base rate proceeding upon an order of the Commission.

Prior to application of an HMAC the Commission may initiate a proceeding ("Fund operation proceeding") on its own motion, or on the petition of any party, to (i) determine the prudence of annual cash expenditures for HMAC Costs, (ii) reconcile the amount of prudently incurred HMAC Costs for each year with the amounts withdrawn from the Fund, and (iii) determine that the amounts deposited into and withdrawn from the Fund were correct. If the Commission finds, after hearing, that any amounts were incorrectly deposited into or withdrawn from the Fund for any reason, the amount necessary to reconcile the amounts actually deposited into and withdrawn from the fund with the amounts determined by the Commission to be correct or proper shall be deposited into or withdrawn from the Fund by the Company as ordered by the Commission.

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**RIDER HMAC
HAZARDOUS MATERIALS ADJUSTMENT CLAUSE**

In the event that no such review proceeding is commenced prior to application of the HMAC, the review described in this paragraph shall be conducted in the first review of an Annual Report as described below. In the event that the review described in this paragraph is conducted in the first review of an Annual Report, or in the event that the review described in this paragraph is pending but has not been completed at the time of termination of the Fund, the amount of any necessary deposit or withdrawal from the Fund shall be treated as an adjustment to the ARA component of the HMAC Factor. The pendency of a Fund operation proceeding shall not delay the termination of the Fund or the application of the HMAC.

The HMAC shall be calculated for each Applicable Rate Class using the following formulas:

$$AC = (SUM - BASE + ARA) * 0.90$$

$$ACC = AC * (CBR/EBR)$$

$$FACT = ACC / \text{Applicable Rate Class annual forecasted kWh}$$

Where:

AC = Annual Cost is the amount of HMAC Costs to be recovered during an Annual Recovery Period. Annual Cost is subject to the condition that the Annual Cost shall not exceed 3 % of the Company's retail revenue for sales to customers as reported in the Form 21 for 2002.

HMAC Costs shall include: (i) all cash expenditures for costs and expenses, settlements, judgments and awards paid, charged, owed, or in any way accounted for, due or owing as a result of any liability, adjudication, claim, compromise, settlement or judgment, for personal injury, wrongful death, bodily harm, or personal or property damage of every kind and nature arising from asbestos, materials containing asbestos and asbestos related activities, filed or claimed by or on behalf of any person, entity, or otherwise against the Company, its employees, officers or agents, or any predecessor to the Company or in connection with assets or facilities of the Company previously sold, transferred or otherwise disposed of; and (ii) all cash expenditures for costs and expenses of defense against claims arising from asbestos, materials containing asbestos and asbestos related activities, or of litigation or other legal activities related to the activities listed above, including, but not limited to, litigation or legal activities associated with efforts to recover costs associated with any such activities from insurers or other responsible parties.

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RIDER HMAC
HAZARDOUS MATERIALS ADJUSTMENT CLAUSE

Provided, however, no HMAC Costs shall be recoverable under this Rider if, with respect to such costs: 1) the events giving rise to the incurrence of such costs resulted from the Company's failure to exercise ordinary care to ensure compliance with the Permissible Exposure Limits ("PEL") required by 29 C.F.R. § 1910.1001(c), or by PELs contained in Occupational Safety and Health Administration ("OSHA") standards in effect prior to Section 1910.1001(c) that regulated asbestos exposure in general industry worksites (those predecessor standards being located at 29 C.F.R. §§ 1910.93a(a), 1910.93a(b)(1), and Table G-3; 29 C.F.R. § 1910.1001(b)(2)); and 2) the noncompliance with the PEL resulted in a citation issued by OSHA pursuant to 29 U.S.C. § 658; and, provided further, that HMAC Costs shall be limited to such costs that (1) arise from or relate to the Company's ownership or operation of facilities at the Company prior to October 1, 1999, and (2) that the Company becomes legally obligated to pay after December 31, 2006. HMAC Costs will be credited to reflect proceeds received from insurance carriers or other entities which represent reimbursement of HMAC Costs. HMAC Costs shall not include the salaries or expenses of Company employees or Company affiliate employees, nor any benefits related thereto (except to the extent such salaries or expenses, or benefits, are included under (i) above), nor shall HMAC Costs include any removal or remediation costs or expenses, nor shall HMAC Costs include costs or expenses related to asbestos training, legal seminar and conferences and related traveling, and nor shall HMAC Costs include any punitive damages paid by the Company.

SUM = The sum of the annual forecasted balance of HMAC Costs for the Annual Recovery Period and the net unrecovered HMAC Costs that have not been previously reflected in the HMAC. The net unrecovered HMAC Costs shall include any prior period costs resulting from the application of the 3% cap as defined under AC, including carrying costs as determined by the Commission under 83 Ill. Adm. Code 280.70(e)(1).

BASE = The amount of HMAC Costs reflected in the test year in the most recent electric rate case Commission Order.

ARA = The Annual Reconciliation Amount is a dollar adjustment necessary to reflect the difference between i) actual recoverable HMAC Costs for an Annual Recovery Period and ii) actual HMAC revenues arising through the application of this rider for an Annual Recovery Period plus the amount of HMAC Costs recovered through base rates for the Annual Recovery Period, and any over/under-recovery for the prior Annual Recovery Period ordered by the Commission to be refunded or collected during the Annual Recovery Period.

RIDER HMAC
HAZARDOUS MATERIALS ADJUSTMENT CLAUSE

- ACC = Annual Class Cost (ACC) is the projected annual amount of HMAC Costs to be recovered from an Applicable Rate Class during the Annual Recovery Period. The ACC for each Applicable Rate Class is the product of: i) AC and; ii) a ratio, the numerator of which is the CBR, and the denominator of which is EBR.
- CBR = Class Base Revenue represents the annual forecasted base rate revenue, excluding power supply revenue, for an Applicable Rate Class for the Annual Recovery Period.
- EBR = Electric Base Revenue represents the total annual forecasted base rate revenue, excluding power supply revenue, for all Applicable Rate Classes for the Annual Recovery Period.
- FACT = An HMAC Factor shall be calculated for each Applicable Rate Class to recover the respective estimated Annual Class Cost associated with each such Applicable Rate Class. The HMAC Factor shall be calculated by dividing: (i) ACC for each Applicable Rate Class by ii) the annual kilowatt hours of electric energy forecasted to be delivered during the Annual Recovery Period to all Customers in the Applicable Rate Class.

4. TERMS AND CONDITIONS

The amount of any HMAC Factor shall be shown on an Information Sheet supplemental to this Rider and filed with the Commission not later than the 20th day of December immediately preceding the January of the Annual Recovery Period in which the HMAC Factor is to become effective. The standard Annual Recovery Period shall be a calendar year. The Information Sheet shall be accompanied by backup data showing the calculation of each HMAC Factor. Unless otherwise ordered by the Commission, each HMAC Factor shown on an Information Sheet filed in accordance with this paragraph shall become effective as indicated in the Information Sheet and shall remain in effect for all kWh delivered during the effective Annual Recovery Period. If the Company determines during the Annual Recovery Period that it is appropriate to revise the HMAC Factors in an effort to better match Annual Cost with expected revenues recovered under this rider or to implement an ordered ARA factor, the Company shall file revised HMAC Factors on a revised Information Sheet not later than the 20th day of the billing month immediately preceding the billing month in which the revised HMAC Factor is to become effective. In the event significant increases in HMAC occur in mid-year or later, the Company may choose to not attempt to recover said increases entirely in the Annual Recovery Period, instead carrying over portions into the next Annual Recovery Period through the ARA factor.

Date of Filing,

Date Effective, January 2, 2007

Issued by S.A. Cisel, President
500 South 27th Street, Decatur, IL 62521

RIDER HMAC
HAZARDOUS MATERIALS ADJUSTMENT CLAUSE

The Company will file an Annual Report with the Commission for each Annual Recovery Period, no later than 60 days following the end of the Annual Recovery Period. The Annual Report will provide a reconciliation between the Proportional Costs recovered through the HMAC Factor and the HMAC revenue for the immediately preceding Annual Recovery Period (including all amounts actually recovered through application of an HMAC Factor under this rider plus the amount of HMAC Costs included in base rates for the Annual Recovery Period) as well as provide a summary of the Company's Hazardous Materials Activities. The total amount of any over or under recovery of HMAC Costs for the immediately preceding Annual Recovery Period will be included in the ARA component of Annual Costs and thereby be reflected in the HMAC Factor for the succeeding Annual Recovery Period.

In conjunction with the filing of its Annual Report, the Company shall file with the Commission a statement, which shall be certified by the Company's independent public accountants and verified by an Officer of the Company, certifying the accuracy of the information provided in the Annual Report.

Upon review of the Annual Report filed by the Company, the Commission may, by order, require a hearing (Annual Review) to receive evidence regarding HMAC Costs collected in the preceding Annual Recovery Period and any aspect of the Company's Hazardous Materials Activities associated therewith, including a prudence review of HMAC Costs that have not been previously reviewed. Included in such review, the Company will provide testimony regarding the prudence of the Company's asbestos related costs included in the filing in accordance with: (1) reasonable and appropriate business and legal standards; (2) the requirements of other relevant state and/or federal authorities; and (3) the minimization of costs to ratepayers. If within 10 months after the filing of any Annual Report filed under this Rider, the Commission has not ordered a hearing to review this filing, the Company may at any time thereafter file a petition with the Commission to initiate a hearing to reconcile the amounts collected under this Rider with the costs prudently incurred by the Company for HMAC Costs. If the Commission finds, after hearing, that any amounts were incorrectly included in the HMAC Factor during an Annual Recovery Period or that the Company has not shown all HMAC Costs to be prudently incurred or that the Company has made errors in its Annual Report for an Annual Recovery Period, any difference in the amounts included and the amounts determined by the Commission to be correct or proper shall be refunded or recovered, as appropriate, with any interest or other carrying charge authorized by the Commission, through an appropriate adjustment to the ARA component of the HMAC Factor or as otherwise may be ordered by the Commission.

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Issued by S.A. Cisel, President
500 South 27th Street, Decatur, IL 62521

SUPPLEMENTAL CUSTOMER CHARGES

PURPOSE

Pursuant to terms of Section 75, Article 6, Section 85 of House Bill 362, as passed by the 90th General Assembly on November 14, 1997, the Company shall impose monthly charges on customers for Renewable Energy Resources and Coal Technology Development Assistance and Supplemental Low-Income Energy Assistance. Such charges shall be considered Supplemental Customer Charges.

APPLICABILITY

The Supplemental Customer Charges shall be applicable to the SC 110 rate tariffs included in Electric Delivery Service Schedule III. C.C. No. 36.

SUPPLEMENTAL CUSTOMER CHARGES

The Renewable Energy Resources and Coal Technology Development Assistance Charge shall be assessed as follows:

- (1) \$0.05 per month on each account for residential electric service.
- (2) \$0.50 per month on each account for non-residential electric service taking less than 10 megawatts of electric peak demand during the previous calendar year.
- (3) \$37.50 per month on each account for non-residential electric service taking 10 megawatts or greater of electric peak demand during the previous calendar year.

The Energy Assistance Charge for the Supplemental Low-Income Energy Assistance Fund shall be assessed as follows:

- (1) \$0.40 per month on each account for residential electric service.
- (2) \$4.00 per month on each account for non-residential electric service which had less than 10 megawatts of electric peak demand during the previous calendar year.
- (3) \$300.00 per month on each account for non-residential electric service which had 10 megawatts or greater of electric peak demand during the previous calendar year.

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SUPPLEMENTAL CUSTOMER CHARGES

The total amount of Supplemental Customer Charges each month, shall be added and incorporated into the stated Customer Charge for the applicable tariff. The Supplemental Customer Charges shall be reflected once for each customer account. The monthly bill for each customer account shall reflect the above applicable Supplemental Customer Charges and the monthly Customer Charge component of the applicable tariff as a single charge. For each customer account for which there is no existing Customer Charge under the terms of the Customer's electric service tariff, a Customer Charge that includes the appropriate Supplemental Customer Charges will be shown on the customer's monthly bill.

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525 South 27th Street, Decatur, Illinois 62521

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BUDGET BILLING PLAN

AVAILABILITY

Any residential customer or small commercial customer taking service under SC 110 Residential (DS-1) or SC 110 Small Use General Service (DS-2) may elect to participate in the Company's Budget Billing Plan.

The Customer may initiate service under the Budget Billing Plan during any month of the year by paying the stated levelized Plan amount on their current bill in lieu of the actual usage amount due. Customers may also enroll in the Plan by either calling or writing the Company's Customer Contact Center.

The Company may terminate participation in the Budget Billing Plan if the customer fails to pay the budget billing amount by the due date of the monthly bill. Upon removal from the Plan, the customer shall make the account current with the payment of the next regular monthly bill. The Company shall not be obligated to reinstate the Plan for that customer during the twelve-month period following such removal.

The Customer may cancel participation in the Plan by giving notice to the Company and by making the account current with the payment of the next regular monthly bill.

PAYMENT DETERMINATION

Bills rendered under the Budget Billing Plan will be in amounts equal to one-twelfth of the estimated annual billings to the customer, except for the annual account settle-up.

The Company may adjust the monthly billing amount prior to the twelfth month account settle-up whenever usage indicates a material change from the Company's previous estimate, or when a revision in the Company's filed rates has been approved by the Illinois Commerce Commission.

ANNUAL SETTLE-UP

An account settle-up will occur on the twelfth bill of Plan participation. Bills rendered for the twelfth month's billing under this Plan, and each successive twelfth month thereafter, will be based on usage during such billing period plus or minus any adjustment necessary for the difference between payments received and the charges for usage during the preceding Plan months.

At the account settle-up, a new monthly billing amount for the next 12 successive months will be calculated based on the last 12 months of account history.

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BUDGET BILLING PLAN

GENERAL

Except for the levelizing of Customer's payments for service, all other provisions, terms and conditions of the applicable rate schedule shall apply.

No late payment charge will be assessed on amounts billed under the Budget Billing Plan.

Monthly bills will show the amount of usage and associated charges in addition to the monthly budget billing amount. The bill will also show the customer's accumulated status (amount of program year-to-date debit or credit) based on the payment of the current bill.

Where a Customer is using both the Company's electric and gas service at a specified location, the Budget Billing Plan will be utilized for both services collectively.

Final bills, whenever rendered, will include such amounts as may be necessary to settle the account balance as of the date of the final meter reading.

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STANDARDS AND QUALIFICATIONS FOR ELECTRIC SERVICE

1. SERVICE EXTENSION

Company shall furnish without charge the overhead cable or conductor comprising the necessary service drop from its electric facilities to the nearest point on Customer's building as designated by Company consistent with sound economic and engineering practices provided that Company shall use reasonable efforts to avoid connecting at a point on the front of residential dwellings.

Company will install from its underground distribution facilities 100 feet (horizontal distance) of underground service line as measured from Applicant's property line to the point of delivery. For that portion of each underground service to be installed which is in excess of 100 feet, Company will install the excess service length provided Applicant pays Company for the excess service length at the current cost difference between overhead and underground for such installation of single and three phase service.

Company will install underground services from its overhead distribution facilities on the following terms: (1) Underground single and multiple service risers required in overhead areas shall be installed by Company at Applicant's expense. If underground street crossings are required, Applicant shall make a non-refundable payment of the difference in cost between the overhead and underground construction between Company's facilities and Applicant's property line. (2) Applicant shall pay Company for that portion of each underground service which is in excess of 100 feet as measured from Applicant's property line to the point of delivery at the current cost difference between overhead and underground for such installation of service.

2. CHANGE IN EXISTING SERVICE CONNECTION

When Customer requests an alternate feed from Company, Company shall provide the facilities to Customer subject to the payment of or agreement to pay the cost of the additional facilities and any reserved capacity.

Customer shall normally install, own and maintain all wires and appurtenances on Customer's side of the delivery point. Where changes in service connections are initiated by Customer, other than to increase the capacity of entrance equipment sufficiently to justify Company's expenditure, the cost of changes will be borne by the Customer. All facilities installed by Company at its own expense on Customer's premises are Company's property. Under no circumstances shall any person tamper with such facilities without the prior written consent of Company. Violation of this rule is sufficient cause for discontinuance of service. All facilities on Company's side of the delivery point shall be owned and maintained by Company.

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Date Effective,

STANDARDS AND QUALIFICATIONS FOR ELECTRIC SERVICE

Any Customer contemplating changes in existing equipment or wiring must give reasonable notice to Company before such changes are undertaken. Company shall not be responsible for losses or damages resulting from Customer adding or changing equipment.

3. LINE EXTENSION

Company's policy governing extensions of its single phase and three phase facilities to Customers or Applicants shall be no less favorable than provided for in 83 Illinois Administrative Code Part 410.410.

Company will provide underground distribution facilities to residential and mobile home lots not previously served, where no overhead distribution facilities are installed, provided that Applicant shall make a non-refundable contribution to Company to cover the cost, as estimated by Company, of underground facilities in addition to any deposit required for comparable overhead facilities.

Company will provide underground distribution facilities to non-residential lots not previously served, where no overhead distribution facilities are installed, provided that Applicant shall make a non-refundable contribution to Company to cover the cost, as estimated by Company, of underground facilities in addition to any deposit required for comparable overhead facilities. If standard underground equipment and materials are utilized and the non-residential Applicant provides all primary and secondary conduits, transformer pads, manholes and pullboxes required for the underground system to serve the Applicant, this contribution will be reduced to the deposit required for a comparable overhead service.

Company, in its sole discretion, may provide three phase service from single phase facilities.

Additional charges will be required from Applicants or Customers that have equipment that cause undue disturbances on Company's system, or unusual construction conditions, or uncertain usage service requests. Company shall estimate any charges to be paid by Applicant and/or Customer and provide such estimate to Applicant and/or Customer prior to performing the extension work. Company, in its sole discretion, may require payment from Applicant and/or Customer prior to commencing such work.

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STANDARDS AND QUALIFICATIONS FOR ELECTRIC SERVICE

If Customer's usage is uncertain and Customer requests service which requires an extension of Company's single phase or three phase facilities, Company will require a nonrefundable contribution to cover the non-salvage costs of installing and removing the additional facilities required to provide service to the load.

When unusual expenditures will be incurred in providing service to Applicant or Customer, Applicant or Customer shall pay Company a non-refundable contribution for the estimated excess cost required to provide service. Such charges shall cover only the cost of facilities required to serve Applicant or Customer.

Company ordinarily transmits and distributes electric energy by means of overhead conductors. Property owners, developers, subdividers or other persons may apply for underground electric service subject to the terms of these Standards and Qualifications for Electric Service.

4. TERMS AND CONDITIONS

Company shall not be obligated to provide underground electric service to any Applicant or Developer where good engineering practice would, in Company's judgement, make such an installation inadvisable.

An agent, with authority to enter into agreements and to make and receive payments, must be designated by Applicants where service to the same building, subdivision or development involves more than one Applicant.

Before construction of underground facilities, an Applicant or Customer shall pay or agree to pay Company any contribution or charge required, and shall furnish Company evidence of ownership, recorded plats and valid title restrictions, permits or easements, equipment access, and a pathway for trenching and plowing.

Applicant or Customer for underground service shall provide corner staking on all property, final grade levels, and notification when final grade is achieved on the property.

All underground primary and secondary distribution facilities shall be installed in accordance with Company's standards of design and construction using standard construction methods. Distribution, transformers, switchgear and service pedestals shall be installed above ground. Such facilities may be placed underground if such can be done in accordance with good engineering practices and if Applicant pays Company for any additional cost to place these facilities underground.

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STANDARDS AND QUALIFICATIONS FOR ELECTRIC SERVICE

In areas where Company has constructed underground electric facilities in lieu of an extension of overhead facilities, Company reserves the right to require all Applicants requesting electric service to be served from such underground system.

Company will convert existing overhead distribution facilities to underground facilities and serve Customers on the same basis as Applicants upon payment of the estimated nonrecoverable costs associated with the removal of overhead facilities and any required modifications of facilities.

If any municipal or quasi-municipal corporation, county, state or other governmental body shall, by ordinance, law or otherwise, at any time requires Company to install any of its electric facilities underground, Company will do so upon receipt of payment from the corporation or governmental body of the cost of the underground system in addition to any deposit required for a comparable overhead system. If Company chooses to proceed with installing the facilities prior to receiving payment from the corporation or governmental body, and the corporation or governmental body fails to reimburse Company for its costs, the annual cost of installing and maintaining the underground system will be determined and apportioned to Customers served by the underground system along with their regular monthly charges for electric service.

Existing and new three phase feeder, transmission and subtransmission lines shall remain or be installed overhead.

Inspection by agents of Company, Company's failure to reject an application for service or the commencement of service by Company shall not constitute an admission, acknowledgment or agreement, either express or implied, as to the adequacy, safety or other characteristics of any electrical installation on Customer's premises not owned or maintained by Company.

Company will normally provide service to Customer at only one point of delivery on each premise. The point on its system where the service connection will originate will be as designated by Company. Additional points of service may be provided under the following conditions: (a) If Company can effect economies by the use of more than one point of delivery, Company may, with Customer's consent, provide such additional points of delivery; or (b) Company will provide additional points of delivery if required to render safe and adequate service; or (c) Company may agree to provide service through multiple delivery points provided that Customer shall pay the costs described herein.

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STANDARDS AND QUALIFICATIONS FOR ELECTRIC SERVICE

The standard form of service provided by Company will be single phase 120/240 volt, 60 Hertz alternating current. Company in its sole discretion will determine whether to provide either three phase or single phase service based on sound and accepted engineering practices. Company does not guarantee that all voltages listed in its service classifications are available at all locations on its electric system. In each case, Customer will be advised by Company of the voltages and phases available and the charges applicable.

If facilities are relocated for reasons other than Company's needs, Applicant or Customer shall pay the cost of relocation. If replacement of facilities is necessary due to Customer's load growth, Company will only provide for the replacement of the electrical conductor and transformers.

Company shall provide temporary construction power required by Applicants upon payment of the estimated non-salvage cost of providing facilities to furnish such construction power including the installation and removal cost of any temporary lines.

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**Illinois Power Company
d/b/a AmerenIP
Schedule of Rates for Electric Service**

**Ill. C. C. No. 31
Fifth Revised Sheet No. 56.0001
(Canceling Fourth Revised Sheet No. 56.0001)**

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d/b/a AmerenIP
Schedule of Rates for Electric Service**

**Ill. C. C. No. 31
Fifth Revised Sheet No. 56.0033
(Canceling Fourth Revised Sheet No. 56.0033)**

SERVICE CLASSIFICATION 110

CANCELLATION SHEET

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Issued by S. A. Cisel, President
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d/b/a AmerenIP
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**Ill. C. C. No. 31
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**Illinois Power Company
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Schedule of Rates for Electric Service**

**Ill. C. C. No. 31
Fourth Revised Sheet No. 56.0063
(Canceling Third Revised Sheet No. 56.0063)**

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**Illinois Power Company
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Schedule of Rates for Electric Service**

**Ill. C. C. No. 31
Fourth Revised Sheet No. 56.0064
(Canceling Third Revised Sheet No. 56.0064)**

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**Illinois Power Company
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Schedule of Rates for Electric Service**

**Ill. C. C. No. 31
Fourth Revised Sheet No. 56.0065
(Canceling Third Revised Sheet No. 56.0065)**

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**Illinois Power Company
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Schedule of Rates for Electric Service**

**Ill. C. C. No. 31
Fourth Revised Sheet No. 56.0067
(Canceling Third Revised Sheet No. 56.0067)**

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**Ill. C. C. No. 31
Third Revised Sheet No. 56.0067.2
(Canceling Second Revised Sheet No. 56.0067.2)**

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Schedule of Rates for Electric Service**

**Ill. C. C. No. 31
Third Revised Sheet No. 56.0067.3
(Canceling Second Revised Sheet No. 56.0067.3)**

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Schedule of Rates for Electric Service**

**Ill. C. C. No. 31
Third Revised Sheet No. 56.0067.4
(Canceling Second Revised Sheet No. 56.0067.4)**

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**Ill. C. C. No. 31
Third Revised Sheet No. 56.0067.5
(Canceling Second Revised Sheet No. 56.0067.5)**

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