

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of Union Electric Company)	
d/b/a AmerenUE for Authority to File)	
Tariffs Increasing Rates for Gas Service)	Case No. GR-2003-0517
Provided to Customers in the Company's)	
Missouri Service Area.)	

UNANIMOUS STIPULATION AND AGREEMENT

On May 23, 2003, Union Electric Company d/b/a AmerenUE ("AmerenUE" or Company") submitted to the Missouri Public Service Commission ("Commission") proposed tariffs seeking increased rates for gas service provided to customers in the Company's Missouri service area. The proposed tariffs contained a requested effective date of June 22, 2003, and were designed to produce an annual increase of approximately \$26.7 million in the Company's revenues exclusive of applicable taxes. Pursuant to the Commission's rules, the Company provided minimum filing requirements, as set forth in 4 CSR 240-3.030, and direct testimony and schedules supporting its filing.

In its Suspension Order and Notice dated June 3, 2003 ("Suspension Order"), the Commission suspended the proposed tariffs for a period of 120 days, plus an additional six months beyond the proposed effective date until April 20, 2004. Among other things, the Suspension Order also established a schedule for interventions, a schedule for the parties to provide recommendations concerning the proper test year to be used, and a schedule for the evidentiary hearings. Finally, the Suspension Order scheduled an early prehearing conference to permit the parties to discuss a proposed procedural schedule and proposed dates and times for local public hearings. The parties were ordered to file their recommendations concerning these matters by July 17, 2003. By Order dated July 3, 2003, the Commission granted the application

to intervene of the Missouri Department of Natural Resources (“MoDNR”). The Commission issued subsequent orders adopting a procedural schedule recommended by the Parties and scheduling five local public hearings, which were held in this proceeding.

Pursuant to the procedural schedule established by the Commission, a second prehearing conference was convened on October 29, 2003. AmerenUE, the Commission Staff (“Staff”), the Office of the Public Counsel (“Public Counsel”) and the MoDNR appeared and participated at the prehearing conference. As a result of the prehearing conference and subsequent negotiations, the undersigned parties (“Parties”) have reached the following stipulations and agreements:

1. AmerenUE shall be authorized to file revised tariff sheets containing rate schedules for natural gas service designed to produce an increase in overall Missouri jurisdictional gross annual gas revenues, exclusive of any applicable license, occupation, franchise, gross receipts taxes or other similar fees or taxes, of \$13 million, effective for services rendered on and after February 15, 2004. The revised tariff sheets designed to implement this agreement are attached as specimen tariffs at Schedule 1. The rates reflected in Schedule 1 have been calculated based on the billing determinants developed by the Staff in this proceeding. The Company’s revenue requirement established by this Stipulation and Agreement includes \$155,000 for the annual funding of a weatherization program described in paragraph 6, and \$100,000 for the annual funding of an experimental weatherization/low-income program pursuant to paragraph 7. Subject to the provisions herein, the stipulated rate increases resolve all revenue requirement issues in this case.

2. The Parties agree that there shall be a uniform distribution of the rate increase among rate classes based on test year, weather normalized base rate revenues for each class. The

specimen tariff sheets set out in Schedule 1 reflect the Parties' agreements as to the various specific rates, including:

- A. Revisions to AmerenUE's Residential Service Rate (Tariff Sheet No. 5) as follows:
 - (1) increase the monthly customer charge from \$9.00 to \$10.20;
 - (2) increase the delivery charge from 19.56 cents per Ccf to 28.53 cents per Ccf.
- B. Revisions to AmerenUE's General Service Rate (Tariff Sheet No. 6) as follows:
 - (1) increase the monthly customer charge from \$20.80 to \$24.00;
 - (2) increase the delivery charge from 17.96 cents per Ccf to 24.96 cents per Ccf for the first 7,000 Ccf of usage each month, and from 11.80 cents per Ccf to 16.32 cents per Ccf for all monthly usage above 7,000 Ccf.
- C. Revisions to AmerenUE's Interruptible Service Rate (Tariff Sheet No. 7) to:
 - (1) increase the monthly customer charge from \$150.00 to \$200.00;
 - (2) increase the delivery charge from 17.96 cents per Ccf to 24.96 cents per Ccf for the first 7,000 Ccf of usage each month, and from 11.38 cents per Ccf to 14.64 cents per Ccf for all monthly usage above 7,000 Ccf;

- (3) increase Assurance Gas Surcharges from 0.55 cents per Ccf to 0.71 cents per Ccf for the first 250 Ccf per day, and from 0.76 cents per Ccf to 0.98 cents per Ccf for all Ccf over 250 Ccf per day;

D. Revisions to AmerenUE's Natural Gas Transportation Service Rate (Tariff Sheet No. 10) as follows:

- (1) increase the monthly Standard Transportation customer charge from \$20.80 to \$24.00;
- (2) increase the Standard Transportation delivery charge from 17.96 cents per Ccf to 24.96 cents per Ccf for the first 7,000 Ccf of usage each month, and from 11.11 cents per Ccf to 14.04 cents per Ccf for all monthly usage over 7,000 Ccf;
- (3) increase the Standard Transportation delivery charge adder from 0.69 per Ccf to 2.28 cents per Ccf for all monthly usage over 7,000 Ccf;
- (4) increase the Large Volume Transportation customer charge from \$750.00 to \$1,000.00;
- (5) increase the Large Volume Transportation Service delivery charge from 17.96 cents per Ccf to 24.96 cents per Ccf for the first 7,000 Ccf of usage each month, and from 9.40 cents per Ccf to 12.31 cents per Ccf for all monthly usage over 7,000 Ccf;
- (6) increase the Large Volume Transportation delivery charge adder from 2.40 cents per Ccf to 4.01 cents per Ccf for all monthly usage over 7,000 Ccf.

3. The parties agree that there will be a rate case and rate complaint case moratorium with respect to AmerenUE's Missouri gas operations consistent with that adopted by the Commission for AmerenUE's Missouri electric operations in Case No. EC-2002-1. Specifically, AmerenUE shall not file a case to increase its Missouri natural gas margin (non-gas) rates, nor shall any other Party (excluding the Office of the Attorney General) file a complaint requesting a decrease in AmerenUE's Missouri natural gas rates before January 1, 2006, unless a significant, unusual event that has a major impact on AmerenUE occurs. In any event, the rates agreed to herein shall continue in effect until June 30, 2006, and, thereafter, unless changed as a result of a Commission order. The parties also agree that AmerenUE's existing depreciation rates for its facilities used to provide natural gas service should be approved and continue to be effective until otherwise ordered by the Commission.

4. AmerenUE agrees that it will not propose to adjust its rates to recover natural gas infrastructure costs through an infrastructure system replacement surcharge ("ISRS"), as set forth in Section 393.1009 et. seq. RSMo. Supp. 2003, prior to January 1, 2006. AmerenUE commits that it will make ISRS-qualifying investments in its Missouri gas system of at least \$15 to \$25 million between July 1, 2003, and December 31, 2006. These investments will include, but not be limited to AmerenUE's cast iron main and unprotected steel service line replacement programs. AmerenUE will provide the Commission Staff and the Office of the Public Counsel with quarterly reports of these infrastructure investments beginning on January 1, 2004, and ending with the quarterly report covering the period ending December 31, 2006. Each such report will contain a description of the infrastructure improvements and the dollar amount invested over the period covered by the report, as well as a cumulative total of such investments made since July 1, 2003.

5. In order to provide rate stability for its customers during the winter of 2003-2004, AmerenUE agrees that it will not make a Purchased Gas Adjustment ("PGA") filing to increase its rates for natural gas before April 1, 2004. Gas costs in excess of those recovered through AmerenUE's existing PGA rates will be deferred for ACA review and recovery in a future period, pursuant to the terms of the Company's tariff.

6. The existing weatherization program, will continue at an annually funded rate of \$155,000. The details of this program will continue to be determined through a collaborative process among representatives of the Company, Staff, the Public Counsel and the MoDNR. In the event that issues related to the weatherization program arise where consensus cannot be reached, those issues will be brought before the Commission for resolution. This program will continue each year until new natural gas rates are established for the Company pursuant to a general rate case or complaint filed with the Commission. AmerenUE shall forward the entire annual funding amount, \$155,000, to social service agencies identified by the Parties as part of the collaborative process, which commit to use the funding for AmerenUE natural gas customers for: (1) residential weatherization or, (2) energy audits provided in conjunction with the provision of weatherization services. As a condition precedent to receiving the weatherization funds, the social service agencies must agree to provide to AmerenUE, Staff, Public Counsel and MoDNR certain reporting information that will be developed in the collaborative process.

7. A weatherization/low-income experimental program will be implemented in Stoddard and Scott Counties. Program details will be determined by a collaborative of the parties, and Delta Area Economic Opportunity Corporation . The Parties acknowledge that the collaborative will address the administrative costs of the program. Unless otherwise ordered by the Commission, the collaborative shall complete its work, and the weatherization portion of the

program shall commence, no later than May 1, 2004. In the event that issues related to the programs arise where consensus cannot be reached, those issues will be brought before the Commission for resolution.

8. AmerenUE will provide funding, in the amount of \$55,000 per year payable on February 15 of 2004, 2005, and 2006, for an energy-efficient-equipment program in accordance with the general terms of the program recommended in the direct testimony of MoDNR witness Ms. Anita Randolph. The collaborative of the Parties addressing the above-referenced weatherization/low-income program shall also develop the implementation details, again giving due consideration to administrative costs that AmerenUE will have to incur.

9. AmerenUE will study a fixed bill option for residential customers this winter, and potentially implement a pilot program in the winter of 2004-2005, based on the results of its study. AmerenUE will provide each of the Parties with a copy of its study upon its completion.

10. The Parties recommend that if the Commission requires an on-the-record presentation of this Unanimous Stipulation and Agreement, prior to approval of the Stipulation, such hearing be held to allow sufficient time to permit the rates reflected herein to take effect on February 15, 2004, if approved by the Commission.

11. AmerenUE shall provide the Staff and Public Counsel with the following information:

- a. Ameren's (including all affiliates/subsidiaries) transaction activity posted to the general ledger and combination ledger. This information shall be provided to the Staff quarterly. The information shall be provided electronically formatted by month.

- b. AmerenUE shall provide call center ACR and ASA customer service monthly measurement data to the Staff within 21 days of the end of each quarter. In addition, with each report, AmerenUE will report monthly call center staffing levels by position classification, and total call volumes for the quarter.
- c. AmerenUE shall provide the Ameren Services Company Monthly Billing Service Request Allocations report by month on a quarterly basis. Updates to the Ameren Service Expected Allocated Direct Cost Factors list will be included.
- d. AmerenUE shall provide the Staff on a quarterly basis:
 - i. Report GA19607-1-UEC, Union Electric Operating Expenses; and
 - ii. AmerenUE's Expanded Bill Frequency Analysis Report applicable to the Missouri Gas General Service class.

12. AmerenUE agrees that it will meet with the Staff and any other interested parties at a technical conference for the purpose of developing recommendations to modify the Company's Bill Frequency Analysis Report so that data reported for General Service customers is consistent with the 7,000 Ccf block applicable to that rate class. In addition, the parties participating in the technical conference shall develop recommended modifications to AmerenUE's billing data to make it consistent with the information reported on the Company's books and records.

13. This Unanimous Stipulation and Agreement is being entered into solely for the purpose of settling this case. None of the signatories to this Unanimous Stipulation and Agreement shall be deemed to have approved or acquiesced in any ratemaking or procedural principle, including, without limitation, any method of cost determination or cost allocation, rate design method, depreciation or revenue related methodology or any service or payment standard,

and none of the signatories shall be prejudiced or bound in any manner by the terms of this Unanimous Stipulation and Agreement in this or any other proceeding, except as otherwise expressly specified herein.

14. This Unanimous Stipulation and Agreement has resulted from extensive negotiations among the signatories and the terms hereof are interdependent. In the event the Commission does not approve this Unanimous Stipulation and Agreement by the issuance date of its Report and Order in this case, or approves this Unanimous Stipulation and Agreement with modifications or conditions (other than a modification to the recommended effective date of the tariff sheets attached hereto as Schedule 1) that a Party to this proceeding objects to prior to the effective date of the Order approving this Unanimous Stipulation and Agreement, then this Unanimous Stipulation and Agreement shall be void and no signatory shall be bound by any of the agreements or provisions hereof.

15. If the Commission does not unconditionally approve this Stipulation without modification, and notwithstanding its provision that it shall become void thereon, neither this Stipulation, nor any matters associated with its consideration by the Commission, shall be considered or argued to be a waiver of the rights that any party has to a hearing on the issues presented by the Stipulation, for cross-examination, or for a decision in accordance with Section 536.080 RSMo 2000 or Article V, Section 18 of the Missouri Constitution, and the parties shall retain all procedural and due process rights as fully as though this Stipulation had not been presented for approval, and any suggestions or memoranda, testimony or exhibits that have been offered or received in support of this Stipulation shall become privileged as reflecting the substantive content of settlement discussions and shall be stricken from and not be considered as

part of the administrative or evidentiary record before the Commission for any further purpose whatsoever.

16. In the event the Commission accepts the specific terms of the Stipulation, the signatories waive their respective rights to call, examine and cross-examine witnesses, pursuant to Section 536.070(2) RSMo 2000; their respective rights to present oral argument and written briefs pursuant to Section 536.080.1 RSMo 2000; their respective rights to the reading of the transcript by the Commission pursuant to Section 536.080.2 RSMo 2000; their respective rights to seek rehearing, pursuant to Section 386.500 RSMo 2000; and their respective rights to judicial review pursuant to Section 386.510 RSMo 2000. This waiver applies only to a Commission Report and Order respecting this Stipulation issued in this proceeding, and does not apply to any matters raised in any subsequent Commission proceeding, or any matters not explicitly addressed by this Stipulation.

17. The Staff shall submit to the Commission a memorandum explaining its rationale for entering into this Stipulation and Agreement. Each of the Parties shall be served with a copy of any such memorandum and shall be entitled to submit to the Commission, within five days of receipt of Staff's memorandum, a responsive memorandum which shall also be served on all Parties. The contents of any memorandum provided by any Party are its own and are not acquiesced in or otherwise adopted by the other signatories to this Stipulation, whether or not the Commission approves and adopts this Stipulation.

18. The Staff also shall have the right to provide, at any agenda meeting at which this Agreement is noticed to be considered by the Commission, whatever oral explanation the Commission requests, provided that the Staff shall, to the extent reasonably practicable, provide the other parties with advance notice of when the Staff shall respond to the Commission's

request for such explanation once such explanation is requested from the Staff. The Staff's oral explanation shall be subject to public disclosure, except to the extent it refers to matters that are privileged or protected from disclosure pursuant to any protective order issued in this case.

19. The Parties agree that all of the prefiled testimony submitted in this proceeding by the Company, Staff, Public Counsel and MoDNR shall be received into evidence without the necessity of their respective witnesses taking the stand.

WHEREFORE, for the foregoing reasons, the undersigned Parties respectfully request that the Commission issue its Order approving all of the specific terms and conditions of this Unanimous Stipulation and Agreement.

Respectfully submitted this 10th day of December, 2003.

UNION ELECTRIC COMPANY
d/b/a AmerenUE

STAFF OF THE MISSOURI
PUBLIC SERVICE COMMISSION
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The undersigned Assistant Attorney General is signing this Stipulation solely as counsel for the Missouri Department of Natural Resources, and her signature hereto is not representing (and does not represent) that the Attorney General is a party to the above-styled case or a signatory to this Stipulation.

MISSOURI DEPARTMENT OF
NATURAL RESOURCES

By /s/ Shelley A. Woods

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CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been mailed, hand-delivered, or transmitted by facsimile or electronic mail to all counsel of record this 10th day of December 2003.

/s/ Lera L. Shemwell

UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

RESIDENTIAL SERVICE RATE

Applicable to gas service to all residential customers as defined in Section I.H. of Company's Rules and Regulations. As indicated in Section IX., Resale of Service of Company's Rules and Regulations, this service may not be resold.

- * 1. Monthly Customer and Volumetric Meter Reading Rates.
- | | |
|------------------|-------------------|
| Customer Charge: | \$10.20 per month |
| Delivery Charge: | 28.53¢ per Ccf |
2. Minimum Monthly Charge. The Customer Charge.
3. Purchased Gas Adjustment. Applicable to all metered and/or billed Ccf, pursuant to the provisions of Rider A - Purchased Gas Adjustment Clause.
4. Yard Light Service. Any customer with an unmetered gas yard light will have 18 Ccf per month of gas added per light to each month's metered Ccf usage, for billing purposes. This unmetered yard light service is one of limited application. No new such unmetered service will be offered after February 18, 1998.
5. Seasonal Use. This schedule is a continuous service schedule. If service is disconnected at the request of the customer, and thereafter restored at the same location for the same occupant(s) within a twelve (12) month period following the date of the service disconnection, a reconnection charge will become due and payable when service is restored. The charge shall be computed by multiplying the Customer Charge by the number of months and fractions of months that service is disconnected, plus the Reconnection Charge as indicated in Section D. Miscellaneous Charges, Sheet No. 19.
6. Payments. Bills will be rendered at monthly intervals, are due and payable within ten (10) days from their date of rendition and become delinquent after twenty-one (21) days from their date of rendition. The date of rendition is the date of mailing by the Company. Late payment charges shall be determined pursuant to Section VIII.F. of Company's Rules and Regulations.

* Indicates Change.

DATE OF ISSUE _____ DATE EFFECTIVE February 15, 2004
ISSUED BY C. W. Mueller Chairman & CEO St. Louis, Missouri
Name of Officer Title Address
Schedule 1

UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

GENERAL SERVICE RATE

Applicable to gas service to non-residential customers. As indicated in Section IX., Resale of Service of Company's Rules and Regulations, this service may not be resold.

- * 1. Monthly Customer and Volumetric Meter Reading Rates.
- | | |
|-----------------|-------------------|
| Customer Charge | \$24.00 per month |
| Delivery Charge | |
| First 7,000 Ccf | 24.96¢ per Ccf |
| Over 7,000 Ccf | 16.32¢ per Ccf |
2. Minimum Monthly Charge. The Customer Charge.
3. Purchased Gas Adjustment.
Applicable to all metered and/or billed Ccf, pursuant to the provisions of the Rider A - Purchased Gas Adjustment Clause.
4. Payments.
Bills will be rendered at monthly intervals and are due and payable within ten (10) days from their date of mailing, which due date shall be considered the delinquent date for this rate classification. Pursuant to Section VIII.F. of Company's Rules and Regulations, any portion of any bill, other than deposit arrears, remaining unpaid after the delinquent date will have a late payment charge added thereto.
5. Term of Contract.
Gas service will be provided under this rate for a period of not less than one year.
6. Tax Adjustment.
Any license, franchise, gross receipts, occupation or similar charge or tax levied by any taxing authority on the amounts billed hereunder will be so designated and added as a separate item to bills rendered to customers under the jurisdiction of the taxing authority.
7. Rules and Regulations. Service will be rendered in accordance with the Company's Rules and Regulations for Gas Service on file with the Missouri Public Service Commission.

* Indicates Change.

DATE OF ISSUE _____ DATE EFFECTIVE February 15, 2004
ISSUED BY C. W. Mueller Chairman & CEO St. Louis, Missouri
Name of Officer Title Address

UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

INTERRUPTIBLE SERVICE RATE WITH AN ASSURANCE GAS OPTION

1. Availability.

Whenever, in Company's sole judgment, gas is available for interruptible service, Company will make such service available to any qualified non-residential customer. To qualify, customer shall either provide adequate standby facilities and fuel for its use during periods when gas service is interrupted or shall give Company satisfactory evidence of its ability and willingness to curtail or cease operations during interruption. Gas service under other rates cannot be used for the same process, facility or equipment served under this rate. As indicated in Section IX. Resale of Service of Company's Rules and Regulations, this service may not be resold.

2. Character of Service.

All gas delivery under this rate will be subject to interruption under Section 9. hereof and all gas consumed by customer during periods of non-interruption will be billed at the Interruptible Gas Delivery Charge, except for Assurance volumes as provided below. As a part of the contract for interruptible service, customer may request the Company to provide a specified daily quantity of firm sales gas to be available during periods of interruption, to be categorized as Assurance Gas and billed by Company at the Interruptible Gas Delivery Charge plus the Assurance Gas Surcharge and the firm Purchased Gas Adjustment (PGA) factor rate. For billing purposes Assurance Gas volumes shall be considered the first through the meter. Customer will be required to contract with Company, by June 1 of the initial contract year, for the daily quantity of Assurance Gas desired. Customer must notify Company of any changes in such Assurance Gas Level by June 1 of subsequent contract extension years. All other gas consumed by customer during any period of interruption shall be considered and billed by Company as Unauthorized Gas.

* 3. Monthly Customer and Volumetric Meter Reading Rates.

Customer Charge:	\$200.00 per month
Interruptible Gas Delivery Charge:	
First 7,000 Ccf	24.96¢ per Ccf
Over 7,000 Ccf	14.64¢ per Ccf
Assurance Gas Surcharge:	
First 250 Ccf per day	0.71¢ per Ccf
All Over 250 Ccf per day	0.98¢ per Ccf

* Indicates Change.

DATE OF ISSUE _____ DATE EFFECTIVE February 15, 2004ISSUED BY C. W. Mueller Chairman & CEO St. Louis, Missouri
Name of Officer Title Address

UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

NATURAL GAS TRANSPORTATION SERVICE

1. Availability.

This service schedule is available: 1) to all non-residential customers on a per meter basis and 2) on an experimental basis through June 30, 2005, to the premises of "New Eligible School Entities," which are the eligible school entities as defined in Section 393.310 RSMo, that were not receiving Natural Gas Transportation Service as of July 31, 2002. Such service is applicable to individual customers that can individually secure and arrange for the delivery of sufficient supplies of natural gas to the Company's designated city gate and to the New Eligible School Entities that can do so through aggregate contracts negotiated by and through a not-for-profit school association. The Company will not provide this service to any customer who uses such gas primarily to heat a premise that provides temporary or permanent living quarters for individuals, unless the customer demonstrates to the Company that it has contracted for primary firm capacity with the upstream supplying intrastate and/or interstate pipelines to meet the customer's peak needs, or unless the customer demonstrates to the Company that the customer has adequate and usable alternative fuel facilities to meet the customer's energy needs.

The "transportation customer" shall be responsible for the purchase and transportation of its gas needs to the Company's city gate which serves such customer.

The Company shall not sell gas to any of its transportation customers except as specifically provided for in this service classification.

*2. Monthly Customer, EGM and Volumetric Meter Reading Rates. (5)

	<u>Standard Transportation (1)</u>	<u>Large Volume Transportation (2)</u>
Customer Charge:	\$24.00	\$1,000.00 per month
Electronic Gas Meter (EGM) Charges:		
Administrative Charge:	\$40.00	\$40.00 per month
Meter Equipment Charge (3):	Section G. Miscellaneous Charges Sheet No. 20.1, as applicable.	
Transportation Charge:		
First 7,000 Ccf	24.96¢ per Ccf	24.96¢ per Ccf
All Over 7,000 Ccf	14.04¢ per Ccf	12.31¢ per Ccf
Transportation Charge Adder:		
All Over 7,000 Ccf (4)	2.28¢ per Ccf	4.01¢ per Ccf

* Indicates Change.

DATE OF ISSUE _____ DATE EFFECTIVE February 15, 2004

ISSUED BY C. W. Mueller Chairman & CEO St. Louis, Missouri
Name of Officer Title Address