

In the matter of the Application of Union Electric)
Company d/b/a Ameren Missouri for Authority to Sell) Case No.EM-2012-_____
or Transfer a Portion of Its Franchise, Works, or System)
to Missouri Baptist Medical Center.)

has been suspended pending appeal to the Missouri Court of Appeals for the Southern District of Missouri (Case No. SD30865).

3. There is already on file with the Commission a certified copy of Ameren Missouri's Articles of Incorporation (see Case No. EA-87-105) and the Company's Fictitious Name Registrations, as filed with the Missouri Secretary of State's Office (See Case Nos. GO-98-486 and EO-2011-0069), as well as a copy of its Certificate of Corporate Good Standing (See Case No. EO-2012-0134). Those documents are incorporated herein by reference and made a part hereof for all purposes, as authorized by 4 CSR 240-2.060(1)(G).

4. Correspondence, communications, orders, and other documents and notices related to this application should be sent to the following representatives of the Company:

Wendy Tatro
Associate General Counsel
Union Electric Company d/b/a Ameren Missouri
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P. O. Box 149 (MC 1310)
St. Louis, MO 63166-6149
AmerenMOService@ameren.com

L. Russell Mitten
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312 East Capitol Avenue
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Jefferson City, MO 65102
rmitten@brydonlaw.com

II. REASONS FOR THE PROPOSED TRANSACTION

5. Medical Center operates a large hospital complex on a campus located at 3015 North Ballas Road in St. Louis County. As such, Medical Center is not currently subject to the regulatory jurisdiction of the Commission and will not become subject to the Commission's regulatory jurisdiction if the transaction described in this application is approved.

6. Medical Center currently receives electric service via Ameren Missouri-owned, underground 12kV supply cables that terminate at a metering point located within Medical Center's campus. To accommodate Medical Center's planned expansion – and the concomitant increase in Medical

Center's demand for electricity – Ameren Missouri intends to build a new substation that will enable the Company to serve Medical Center via 34kV distribution facilities. Construction of this substation will, however, make it necessary for Ameren Missouri to move Medical Center's metering point from Medical Center's campus to the substation itself. The change in the location of the metering point will require Medical Center to assume responsibility for providing the supply cables and other facilities necessary to transport electricity from the substation metering point to Medical Center's campus. A diagram showing the location of the existing supply cables and the location of the proposed new substation is attached to this application as Appendix 1 and is incorporated herein by reference.

7. Ameren Missouri and Medical Center have identified two alternate means for Medical Center to obtain the supply cabling necessary to carry electric power from the metering point at the new substation to Medical Center's campus. The first alternative would require Medical Center to purchase from Ameren Missouri the supply cables that currently are used to provide service from the Company's distribution facilities to the existing Medical Center metering point. The second alternative would require Ameren Missouri to remove its existing cables from Medical Center-owned conduit, where the cables were installed, and for Medical Center to then install new distribution cables that it would own. Under this alternative, the supply cables currently used to provide electric power to Medical Center would be rendered useless for that purpose and, because those cables cannot be otherwise used, the Company would be required to dispose of the cables.

8. For several reasons, both Ameren Missouri and Medical Center strongly favor the first alternative and believe that alternative to be in the public interest. From Medical Center's perspective, the cost of purchasing the Company's existing distribution facilities is much less than the cost of installing new, virtually identical facilities. The savings achieved from such a transaction will, in turn, reduce the overall cost of the planned expansion of Medical Center's campus. From Ameren Missouri's standpoint, selling the in-place distribution facilities to Medical Center will eliminate all costs associated with removing the supply cables and restoring Medical Center's conduit. In addition, under the proposed terms of the sale transaction between the Company and Medical Center, selling the cable will enable Ameren

Missouri – and ultimately its ratepayers – to receive the full, depreciated net book value of the facilities being removed from rate base instead of whatever lesser value the removed cabling might have as salvage. For all these reasons, the alternative preferred by the parties, and for which approval is sought by this application, is in the best interests of the parties themselves and the public generally.

III. TERMS OF THE PROPOSED TRANSACTION

9. Medical Center has requested to purchase, and Ameren Missouri has agreed to sell, all of the 12kV supply cables that are located in Medical Center’s conduit and that currently are used to provide electricity to Medical Center’s campus. The parties have agreed on a sale price of \$46,678.79, which represents the depreciated net book value of the facilities as of the date of the parties’ agreement. A Bill of Sale between the parties, which provides, *inter alia*, that Ameren Missouri will sell the supply facilities to Medical Center on an “as is” basis without any warranties whatsoever with respect to those facilities, is attached to this application as Appendix 2 and is incorporated herein by reference. Documents verifying the authority of the signatories of the Bill of Sale to bind their respective principals also are attached to this application as Appendices 3 and 4, each of which is incorporated herein by reference.

10. Because, both before and after the proposed transaction, Medical Center is not subject to the Commission’s regulatory jurisdiction, this application does not include a balance sheet or income statement showing the impact of the proposed purchase on Medical Center, as otherwise would be required by 4 CSR 240-3.110(1)(E). In addition, because the value of the assets being sold to Medical Center is less than \$50,000 and also because those assets are being transferred from one taxable entity to another, the property tax impact of the proposed transaction on St. Louis County, if any, should be negligible. Finally, because of the nature of the transaction and the parties involved, Ameren Missouri believes the sale contemplated by this application is exempt from state and local sales tax.

IV. CONTINGENT REQUEST FOR WAIVER

11. Ameren Missouri does not anticipate, nor should it anticipate, that this matter will be a contested case. The Commission has held that an application regarding a transfer of assets pursuant to Section 393.190, RSMo is not a contested case:

Moreover, this is not a contested case pursuant to 536.010(2) because it does not involve a proceeding before an agency in which legal rights, duties or privileges of specific parties are required by law to be **determined after hearing**. (Emphasis added). Neither Section 393.190, nor Section 393.106, nor any other provision of law requires a hearing be held for these determinations.¹

Accordingly, the Company was not required to file a 60-day Notice of Filing pursuant to 4 CSR 240-4.020(2). However, to the extent that a 60-day Notice of Filing could otherwise be required under 4 CSR 240-4.020(2), Ameren Missouri respectfully requests that such notice requirement be waived for good cause since expedited approval of this application is required as previously set forth herein. 4 CSR 240-4.020(2)(B).

12. Ameren Missouri is not requesting expedited treatment of this application; however, a prompt decision regarding this application, which would facilitate the Company's efforts to transfer the assets to Medical Center, would be appreciated.

WHEREFORE, having shown that the proposed transaction is in the best interests of Ameren Missouri and Medical Center and also is in the public interest, and for all of the reasons stated in this application, the Company respectfully requests the Commission to issue an order that:

(i) Approves the proposed sale of the supply cable described in this application by Ameren Missouri to Medical Center under the terms specified in the Bill of Sale;

(ii) Authorizes the Company and Medical Center to do such other acts and things, including making, executing, and delivering any and all documents that may be necessary, advisable, or proper to consummate the transaction reflected in the Bill of Sale and to implement the authority granted by the Commission in this case; and

(iii) Grants such other relief as the Commission deems appropriate under the circumstances.

¹ *In the Matter of the Application of The Empire District Electric Company for Authority to Sell and Transfer Part of its Works or System to the City of Monett, Missouri*, Case No. EO-2009-0159, Order Approving The Transfer Of Assets, Footnote 4, February 11, 2009.

Respectfully submitted,

By: 

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AmerenMOService@ameren.com

**ATTORNEYS FOR APPLICANT
UNION ELECTRIC COMPANY
d/b/a AMEREN MISSOURI**

VERIFICATION

STATE OF MISSOURI)
) ss
CITY OF ST. LOUIS)

DAVID N. WAKEMAN, being duly sworn on oath, deposes and says that he is the Vice President of Energy Delivery-Distribution Services of Union Electric Company d/b/a Ameren Missouri, that he has read the foregoing application, knows the contents thereof, and that the information contained in that application is true and correct to the best of his knowledge and belief.

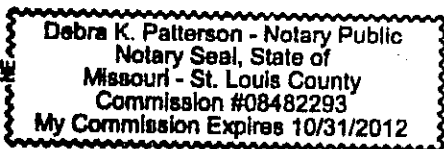
UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI

BY: David N. Wakeman
DAVID N. WAKEMAN

Subscribed and sworn to before me, the undersigned Notary Public in and for the county and state aforesaid, on the 6th day of December, 2011.

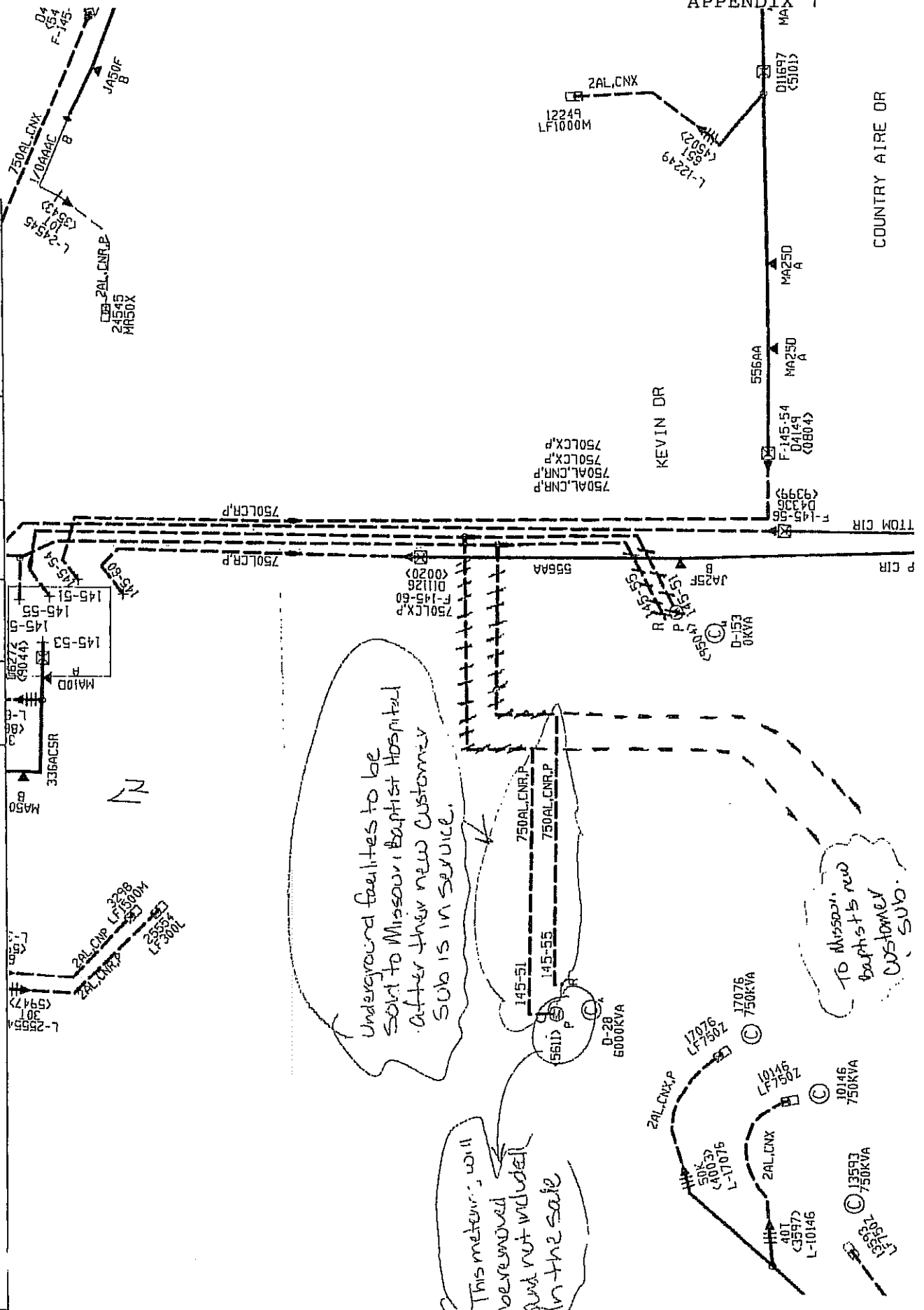
Debra K. Patterson
Notary Public

My Commission expires:



COUNTRY AIRE DR

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Form 383 Rev. 7/82 (version 3/05)

BILL OF SALE

This indenture made this 4th day of November by and between Union Electric Company d/b/a Ameren Missouri, a Missouri Corporation, hereinafter called Vendor and Missouri Baptist Medical Center, hereinafter called Vendee (a Missouri corporation).

WITNESSETH:

That Vendor for and in consideration of the sum of Forty Six Thousand Six Hundred and Seventy Eight Dollars and Seventy Nine Cents (\$ 46,678.79) to be paid by Vendee within 10 days after receipt of an invoice for that amount from Vendor, does by these presents sell, assign, transfer and convey unto Vendee, its successors and assigns all its rights, title and interest in and to the following described property, to-wit:

Ameren Missouri owned 12kV supply cables within the property bounds of the Missouri Baptist Medical Center. Please see attached One Line Diagram

The property sold under this Bill of Sale is purchased by Vendee "as is". VENDOR DISCLAIMS ALL WARRANTIES WITH REGARD TO THE ABOVE DESCRIBED PROPERTY, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS. In no event shall Vendor be liable for any damages, including, but not limited to, special, direct, indirect or consequential damage arising out of, or in connection with, the use or performance of the above described property. Any description of the equipment contained in this Bill of Sale is for the sole purpose of identifying the property, is not a part of the basis of the bargain, and does not constitute a warranty that the property will be fit for a particular purpose. No affirmation of fact or promise made by Vendor, not contained in this Bill of Sale, shall constitute a warranty that the property will conform to the affirmation or promise.

It is understood that Vendor does not warrant the title to any right-of-way or easement upon which the property herein described is or may be located.

The parties hereto acknowledge that each has read this agreement, understands it and agrees to be bound by its terms. The parties further agree that this document constitutes the full understanding of the parties, and no terms, conditions, understandings or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

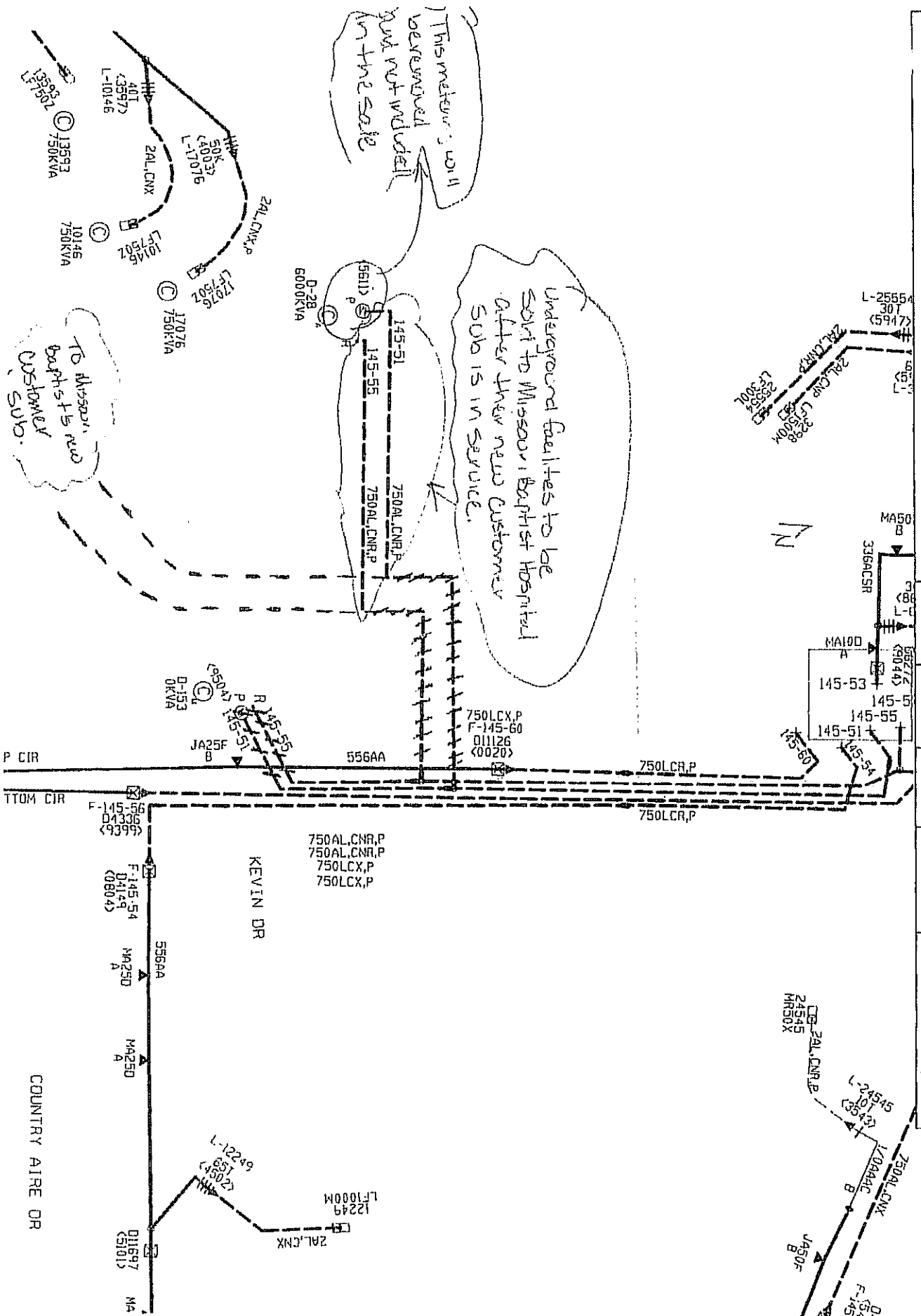

VENDOR

Ameren Missouri

By David N. Wakeman
David N. Wakeman

VENDEE

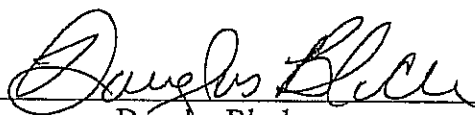
By Douglas Black
Douglas Black



AFFIDAVIT OF AUTHORITY

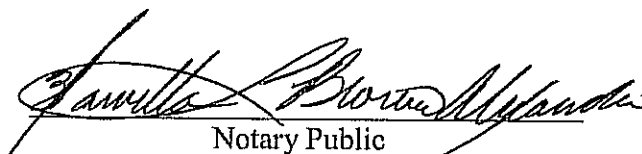
The undersigned, Douglas Black, after being duly sworn on oath, deposes and states as follows:

1. That he is the duly elected, and currently serves as, Vice President of Campus Development of Missouri Baptist Medical Center; and
2. That by virtue of his position he is authorized to execute on behalf of Missouri Baptist Medical Center the Bill of Sale dated November 4, 2011, whereby Union Electric Company d/b/a Ameren Missouri, as the seller, sells, assigns, transfers, and conveys to Missouri Baptist Medical Center all of the seller's rights, title, and interest in certain 12kV supply cables specified in said Bill of Sale.



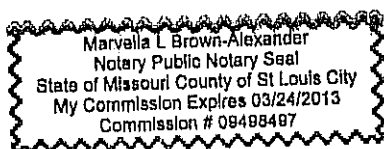
Douglas Black

Subscribed and sworn to before me, the undersigned Notary Public in and for the County of St. Louis, and State of Missouri on the 22nd day of November, 2011.



Notary Public

My Commission expires:



SECRETARY'S CERTIFICATE

I, G. L. Waters, do hereby certify as follows:

1. That I am the duly elected, qualified and acting Assistant Secretary of UNION ELECTRIC COMPANY d/b/a Ameren Missouri, organized and under the law of the State of Missouri;

2. That David N. Wakeman has been duly elected a Vice President of said corporation;

3. That the By-Laws of said corporation provide at Article III, Section 3:

Section 3. The officers of the Corporation shall each have such powers and duties as may be prescribed from time to time by the Board of Directors or, in the absence of such prescription, the officers of the Corporation shall each have such powers and duties as generally pertain to their respective offices...

4. That the power and duty to execute contracts and other instruments including a bill of sale to sell, assign, transfer and convey to Missouri Baptist Medical Center all of Union Electric Company's rights, title, and interest in certain 12kV supply cables, on behalf of the corporation, generally pertain to the office of said Vice President and the Board of Directors has not prescribed any limitations with respect to the exercise of such powers and the performance of such duties by said Vice President.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 19th day of October, 2011.


Assistant Secretary

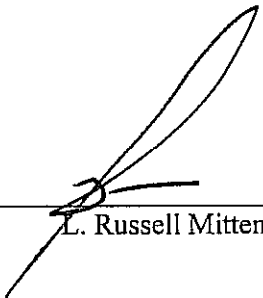
CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing application has been served on the following parties, via electronic mail, on this 6th day of December, 2011.

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L. Russell Mitten