

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

In the Matter of the Application of Union)	
Electric Company, d/b/a AmerenUE, for a)	Case No. EE-2004-0267
Metering Variance To Service Brentmoor)	
At Oaktree)	
)	
In the Matter of the Application of Union)	
Electric Company, d/b/a AmerenUE, for a)	Case No. EE-2004-0268
Metering Variance To Service River's)	
Edge Properties, L.L.C.)	

UNANIMOUS STIPULATION AND AGREEMENT

COME NOW the St. Catherine Retirement Community, L.L.C. and DeSmet Retirement Community, L.L.C. ("Brentmoor at Oaktree"), River's Edge Properties, L.L.C., ("River's Edge"), Union Electric Company, d/b/a AmerenUE ("AmerenUE"), the Office of the Public Counsel and the Staff ("Staff") of the Missouri Public Service Commission ("Commission") (collectively, the "Parties"), and hereby submit to the Commission for its consideration and approval this Unanimous Stipulation And Agreement (the "Agreement"), in resolution of all issues in the above-styled cases. The Parties respectfully state as follows:

1. On December 22, 2003, AmerenUE filed applications seeking variances from the separate meter requirements of Commission Rule 4 CSR 240-20.050 relating to the metering of Brentmoor at Oaktree and River's Edge.
2. On January 30, 2004, the Commission's Electric Meter Variance Committee (the "Variance Committee") filed its recommendation that the Commission deny AmerenUE's applications.
3. On February 9, 2004, River's Edge filed a motion for reconsideration of the Variance Committee's recommendation and a motion to intervene. On February 10, 2004,

Brentmoor at Oaktree also filed a motion to intervene. On March 5, 2004, the Commission granted both motions.

4. On March 3, 2004, the Commission convened a prehearing conference. At the prehearing conference, the presiding officer directed that the intervenors file amended applications and that the Variance Committee review those applications.

5. On March 12, 2004, Brentmoor at Oaktree and River's Edge each filed amended applications, and AmerenUE filed a response in support of those applications. On March 30, 2004, a majority of the Variance Committee recommended that the Commission deny the amended applications. The Public Counsel, an *ex officio* member of the Variance Committee, did not join in this recommendation for denial of the amended applications.

6. On May 12, 2004, the Commission issued its order consolidating these cases and requiring the parties to file a proposed procedural schedule. On June 9, 2004, the Commission issued an order adopting the parties' proposed procedural schedule.

7. On August 2, 2004, Brentmoor at Oaktree, River's Edge and AmerenUE filed their direct testimony. On August 16, 2004, the Commission Staff filed its rebuttal testimony.

8. On August 23, 2004, the Commission convened a settlement conference.

9. As a result of the August 23, 2004 settlement conference and subsequent settlement discussions, the Parties have reached an Agreement to resolve all issues presented by these consolidated cases.¹

¹ Upon notification by Staff Counsel that the Parties had reached an agreement in principle, the Commission on August 30, 2004 issued an Order suspending the remainder of the procedural schedule, and directing the Parties to file a Status Report by September 13, 2004 in the event that a Stipulation and Agreement has not been filed by that date.

10. The Parties agree that the applications for variances from Commission Rule 4 CSR 240-20.050, filed by AmerenUE, Brentmoor at Oaktree and River's Edge, should be granted. The Parties' Agreement is based on the following stipulation of facts:

(a) The residents of Brentmoor at Oaktree have an average age of 81 years, and the residents of River's Edge have an average age of 85 years;

(b) Both Brentmoor at Oaktree and River's Edge provide, upon request, assistance with "Incidental Activities of Daily Living" or "IADLs", a standardized term used by geriatric medical professionals to identify such activities as preparing meals, shopping, driving, cooking, paying bills, making telephone calls, and housework. The residents desire such assistance in varying degrees, and their need for assistance will increase with age, leading to assistance with "Activities of Daily Living" or "ADLs", such as eating, getting in and out of bed, dressing, toileting and walking. In effect, the facilities and services provided by Brentmoor at Oaktree and River's Edge (sometimes referred to as "independent living" facilities) are part of a continuum of care that often leads to residents transferring to a licensed skilled nursing facility (sometimes referred to as an "assisted living" facility) and then to a licensed nursing home.

(c) In order to provide their residents with assistance with IADLs, Brentmoor at Oaktree and River's Edge provide communal dining, transportation, medical call alert systems, and assistance with medications, eating and grooming.

(d) The physical facilities of Brentmoor at Oaktree and River's Edge are designed and constructed specifically to accommodate the needs of elderly, disabled and infirm residents. These facilities include extensive common areas for socialization and recreation, such as group activity rooms, libraries and grooming facilities; extensive

handrails; wide hallways; medical call alert systems; large restrooms with elevated toilets; accessible showers with safety rails; and special lighting. The individual units are no larger than a small efficiency apartment.

11. Given these facts, the Parties agree that the cost of purchasing and installing separate meters would exceed the long-run benefits to electric consumers because the electric usage in each unit is expected to be minimal, and it cannot be expected that the residents will remain in the facility over the long term. The Parties further agree that by the nature of such a facility it should be treated as a non-residential customer. Accordingly, the Parties assert, pursuant to 4 CSR 240-20.050(5), that good cause exists to grant a variance from the separate metering requirements of 4 CSR 240-20.050 for both the Brentmoor at Oaktree and River's Edge facilities because these facilities have the following characteristics:

- (1) The average age of the residents is well over 65 years, or the residents are physically or mentally impaired or disabled;
- (2) The facility makes available assistance with Incidental Activities of Daily Living;
- (3) The facilities have special design features to accommodate the elderly, infirm or disabled;
- (4) Communal dining is provided to residents;
- (5) Communal living areas make up a major portion of the facility; and
- (6) The individual units are relatively small.

12. This Agreement has resulted from extensive negotiations among the Parties and the terms hereof are interdependent. In the event the Commission does not approve this Agreement, or approves this Agreement with modifications or conditions that a party objects to, then this Agreement shall be void and no party shall be bound by any of the provisions hereof.

13. The Parties are entering into this Agreement for settlement purposes only, and none of the Parties to this Agreement shall be deemed to have approved or acquiesced in any ratemaking or procedural principle. None of the Parties shall be prejudiced or bound in any

manner by the terms of this Agreement by this or any other Commission proceeding, judicial review proceeding or other proceeding, except as otherwise expressly specified herein.

14. In the event the Commission accepts the specific terms of this Agreement, the Parties waive, with respect to the issues resolved herein: (a) their respective rights pursuant to Section 536.070(2) RSMo 2000 to present testimony and to call, examine and cross-examine witnesses; (b) their respective rights pursuant to Section 536.080.1 RSMo 2000 to present oral argument and written briefs; (c) their respective rights to the reading of the transcript by the Commission pursuant to Section 536.080.2 RSMo 2000; and (d) their respective rights to judicial review of the Commission's Order in these cases pursuant to Section 386.510 RSMo 2000.

15. The Parties agree that all of the pre-filed testimony submitted in these cases shall be received into evidence and made a part of the record of this proceeding without the necessity of the sponsoring witnesses taking the stand.

16. The Staff shall file suggestions or a memorandum in support of this Agreement, and the other parties shall have the right to file responsive suggestions within seven (7) days of receipt of Staff's suggestions or memorandum. The contents of any suggestions or memorandum provided by any party are its own and are not acquiesced in or otherwise adopted by the other parties to this Agreement, whether or not the Commission approves and adopts this Agreement. Any party submitting suggestions or a memorandum shall not be bound or prejudiced thereby in any future proceeding or in this proceeding, whether or not the Commission approves and adopts this Agreement.

17. The Staff shall also 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,

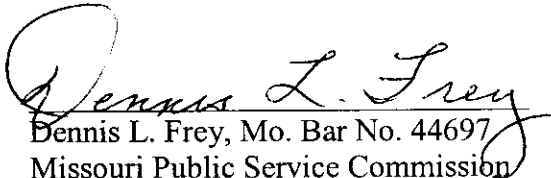
promptly provide other parties with advance notice of when the Staff shall respond to the Commission's request for such explanation once such explanation is requested from Staff. The Staff's oral explanation shall be subject to public disclosure, except to the extent it refers to matters that are privileged or protected from disclosure pursuant to any Protective Order issued in this case.

18. To assist the Commission in its review of this Agreement, the Parties also request that the Commission advise them of any additional information that the Commission may desire from the Parties relating to the matters addressed in this Agreement, including any procedures for furnishing such information to the Commission.

WHEREFORE, for the foregoing reasons, the Parties respectfully request that the Commission issue its Order approving all of the specific terms and conditions of this Agreement, and granting to both Brentmoor at Oaktree and River's Edge the requested variances from the separate meter requirements of 4 CSR 240-20.050.

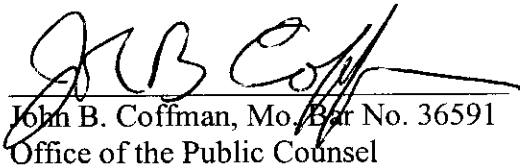
Respectfully submitted,

DANA K. JOYCE
General Counsel


Dennis L. Frey, Mo. Bar No. 44697
Missouri Public Service Commission

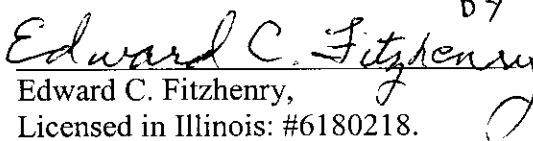
P.O. Box 360
Jefferson City, MO 65102
(573) 751-8700
(573) 751-9285 (fax)
e-mail: denny.frey@psc.mo.gov

Attorney for the Staff of the
Missouri Public Service Commission


John B. Coffman, Mo. Bar No. 36591
Office of the Public Counsel

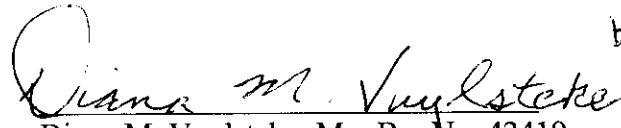
P.O. Box 2230
Jefferson City, MO 65102-7800
(573) 751-5565
(573) 751-5562 (fax)
e-mail: john.coffman@ded.mo.gov

Attorney for the
Office of the Public Counsel


Edward C. Fitzhenry,
Licensed in Illinois: #6180218.

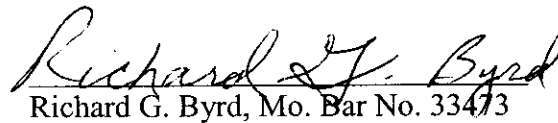
Ameren Services Company
1901 Chouteau Avenue
P.O. Box 66149 (M/C 1310)
St. Louis, MO 63166-6149
(314) 554-3533
(314) 554-4014 (Fax)
e-mail: efitzhenry@ameren.com

Attorney for AmerenUE


Diana M. Vuylsteke, Mo. Bar No. 42419

211 N. Broadway, Suite 3600
St. Louis, Missouri 63102
(314) 259-2543
(314) 259-2020 (fax)
e-mail: dmvuylsteke@bryancave.com

Attorney for River's Edge Properties L.L.C.

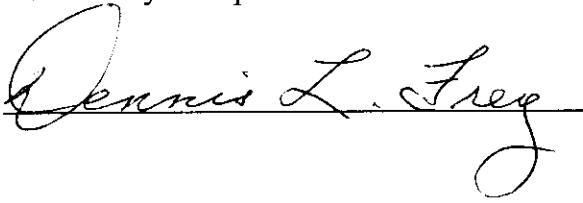

Richard G. Byrd, Mo. Bar No. 33473

Stuart H. Zimbalist, Mo. Bar No. 19831
Polsinelli Shalton Welte Suelthaus P.C.
7730 Forsyth Blvd., 12th Floor
St. Louis, MO 63105
(314) 889-8000
(314) 727-7166 (fax)
e-mail: rbyrd@pswslaw.com
e-mail: szimbalist@pswslaw.com

Attorneys for St. Catherine Retirement
Community, L.L.C. and Desmet Retirement
Community, L.L.C. (Brentmoor at Oaktree)

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 13th day of September 2004.

A handwritten signature in cursive script, reading "Dennis L. Frey", is written over a horizontal line.