

MICHAEL A. VITALE
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HERZOG, CREBS & MCGHEE, LLP
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BELLEVILLE, ILLINOIS 62226-4797
(618) 235-7656

October 16, 2001

Via Federal Express

Mr. Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
200 Madison Street, Suite 100
Jefferson City, Missouri 65101

FILED²
OCT 16 2001

Missouri Public
Service Commission

Re: MPSC Case No. EC-2002-112

Dear Mr. Roberts:

Enclosed you will find an original and nine copies of the following pleadings:

- a. Respondents' Answer and Objections to Complaint;
- b. Respondent AmerenUE's Motion for Leave to File Third-Party Petition;
- c. Respondents' Motion to Dismiss Respondent Employees;
- d. Respondents' Motion to Strike Prayer for Damages and Fines; and
- e. Respondents' Motion to Dismiss Complainant.

Please file the original and eight copies of each of these pleadings with the Commission and return the extra copies file-stamped to me in the enclosed self-addressed stamped envelope.

If anything further is needed to file these pleadings, please let me know.

Yours very truly,

HERZOG, CREBS & MCGHEE, LLP



Michael A. Vitale

MAV/mh
Enclosures

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

FILED²
OCT 16 2001

Missouri Public
Service Commission

STERLING MOODY, STERLING'S MARKET
PLACE AND STERLING'S PLACE, I,

Complainants,

v.

AMERENUE, UNION ELECTRIC CO. d/b/a
AMERENUE, and MIKE FOY, LEROY ETTLING,
and SHERRY MOSCHNER, as employees of
AmerenUE,

Respondents.

Case No. EC-2002-112

**RESPONDENT AMERENUE'S MOTION FOR LEAVE
TO FILE THIRD-PARTY PETITION**

Comes now respondent, AmerenUE, and hereby requests leave to file its third-party petition with respect to P. & B. Real Estate, L.L.C. In support of its request, respondent states as follows:

1. The issues raised by complainants before the Missouri Public Service Commission (the "Commission") concern, among other things, a dispute between complainants and P. & B. Real Estate, L.L.C. ("P&B"), the owner of the premises which are the subject of this action, regarding who is responsible for the charges for electricity provided to the premises by respondent AmerenUE. P&B has previously admitted the internal wiring of the premises is its responsibility.

2. A written agreement was entered into by Sterlings Marketplace I, Inc., P&B and respondent AmerenUE on May 18, 2001 which provided that P&B accepted responsibility for the payment of charges for electric service by respondent AmerenUE to one of the three meters which is the subject of the Complaint. A copy of the

agreement is attached hereto as Exhibit 1. As a result of the execution of the agreement by P&B and Sterlings Marketplace I, Inc., respondent AmerenUE agreed to reconnect the meter with had earlier been disconnected.

3. Shortly after signing the above-referenced agreement however, P&B refused, and continues to refuse, to pay respondent AmerenUE's bills for service to the 8350 N. Broadway meter successored to P&B pursuant the terms of the agreement. See Exhibits 2, 3 and 4 attached hereto. No payment has been made by anyone for electric service to that meter since at least May 18, 2001.

4. Also after signing the above-referenced agreement, Sterlings Marketplace I, Inc. has failed to pay the full amount due for electric service to the two meters which were in Sterlings Marketplace I, Inc.'s name prior to the agreement and for which Sterlings Marketplace I, Inc. confirmed its responsibility, both for past and future bills for electric service.

5. Based on P&B's refusal to accept responsibility as it agreed, and the failure subsequent to the agreement to pay for electric service to 8350 North Broadway, it is apparent Sterlings Marketplace I, Inc. and P&B never intended to abide by the terms of the agreement.

6. Despite the fact that Sterling's Marketplace I, Inc. and P&B have failed and refused to comply with the terms of their May 18, 2001 agreement, respondent AmerenUE has nonetheless offered to inspect the internal wiring at 8350 North Broadway in an effort to help resolve what is in fact a dispute between the landlord (P&B) and tenant (Sterlings Marketplace I, Inc.) of the premises. See Exhibit 5 attached hereto.

7. Given that the complainants raise issues which involve their dispute with P&B over the responsibility for the electric charges, and given that the agreement which settled those issues was signed by P&B, P&B is a necessary party for a full, complete and fair adjudication by the Commission of the issues raised in the Complaint.

WHEREFORE, respondent AmerenUE respectfully requests the Commission grant leave to file the Third-Party Petition attached hereto as Exhibit A and for such other and further relief the Commission deems just and proper.

HERZOG, CREBS & McGHEE, LLP

By: 

Michael A. Vitale MBE #30008
James D. Maschhoff MBE #41821
One City Centre, 24th Floor
515 North Sixth Street
St. Louis, Missouri 63101
(314) 231-6700 – Telephone
(314) 231-4656 – Facsimile
mav@hcmllp.com - E-Mail

and

James J. Cook MBE #22697
Managing Associate General Counsel
Ameren Services Company
One Ameren Plaza
1901 Chouteau Avenue
P.O. Box 66149 (MC 1310)
St. Louis, Missouri 63166-6149
(314) 554-2237 – Telephone
(314) 554-4014 - Facsimile

Attorneys for Respondents AmerenUE,
Union Electric Co d/b/a AmerenUE,
Mike Foy, Leroy Ettling and Sherry
Moschner

Certificate of Service

The undersigned hereby certifies that a copy of Respondents' Motion for Leave to File Third-Party Petition was mailed first class, postage prepaid this 15th day of October 2001 to Office of Public Counsel, P.O. Box 7800, Jefferson City, Missouri 65102, Office of General Counsel, Missouri Public Service Commission, P.O. Box 360, Jefferson City, Missouri 65102 and Freeman Bosley, Jr., 1601 Olive Street, First Floor, St. Louis, Missouri 63103-2344, attorney for complainants.

Michael A. Vitale

May 18, 2001

Sterling Marketplace I, Inc.
c/o Sterling's Market
8350 North Broadway
St. Louis, Missouri 63147
Attention: Mr. Sterling Moody

P. & B. Real Estate, L.L.C.
8540 North Broadway
St. Louis, Missouri 63147
Attention: Mr. Engelbert Schonlau



Re: Dispute with respect to Meter Numbers 01859500,
50688215 and 70593313

Gentlemen:

This letter agreement (this "Agreement") sets forth the terms of the agreements reached between AmerenUE ("UE"), Sterling Marketplace I, Inc. ("Sterling") and P. & B. Real Estate, L. L. C. ("P. & B.") in connection with any and all disputes among such parties regarding amounts past due and owing to UE for utilities provided by UE to Sterling and P. & B., as evidenced by the readings shown on the electricity meters identified in the caption above.

With respect to meter numbers 01859500 and 50688215 and the corresponding account numbers 52300-02426 and 52300-02417 (hereinafter collectively referred to as the "Sterling Account"), Sterling hereby acknowledges and agrees that it is delinquent in the payment to UE of the sum of \$89,000.00 (the "Sterling Settlement Amount"). Sterling further agrees that commencing one month after the date of this Agreement, Sterling shall make consecutive monthly payments of \$2,000.00 per month (in addition to the regular monthly bill for services from UE), payable to UE by cashier's or certified check, such payments to be made on or before the due date of each regular monthly bill for services from UE, until such outstanding balance of \$89,000.00 is paid in full. Sterling further agrees that from the date of this Agreement, Sterling shall be solely responsible for the timely payment to UE of any charges incurred in connection with meter numbers 01859500 and 50688215. In the event Sterling is delinquent in its payments of any sums owed in connection with the payment to UE of the Sterling Settlement Amount or any and all future payments for charges incurred on the Sterling Account, UE reserves the right to discontinue all service under the Sterling Account without incurring any liability whatsoever to Sterling.

EXHIBIT 1

UE expressly reserves the right to collect any and all amounts outstanding and past due in excess of the Sterling Settlement Amount, and owed according to meter numbers 01859500 and/or 50688215, from any third parties that UE determines are responsible for such amounts outstanding and past due.

With respect to meter number 70593313 (the "Common Area Meter") and the corresponding account number 57300-01916 (the "Common Area Account"), it is agreed by the parties to this Agreement that commencing on the date hereof, payment of the charges incurred as shown on the Common Area Meter shall be the sole responsibility of P. & B. and that the name now shown on the Common Area Account shall be changed to be in the name of "P. & B. Real Estate, L.L.C."

Sterling and P & B hereby agree and acknowledge that \$124,526.06 is past due and owing to UE in connection with charges incurred to date as recorded on the Common Area Meter, and that Sterling and P. & B. shall be responsible only for the payment to UE of \$45,000.00 of such amount past due and owing (the "Common Area Settlement Amount"). It is acknowledged by the parties to this Agreement that Sterling and P& B have heretofore delivered to UE checks totaling \$45,000, however, notwithstanding the use of the words "successor accounts for P. & B. Real Estate" as appearing on that certain handwritten receipt, dated May 14, 2001, and signed by a representative of UE, Sterling and P.&B. hereby agree that the following checks delivered to UE on May 14, 2001, shall be applied only to the payment of the Common Area Settlement Amount:

Cashier's check #4406406972, dated May 10, 2001, in the amount of \$12,500.00;

Cashier's check #4406406993, dated May 14, 2001, in the amount of \$2,500.00; and

Check # LD 009275, dated May 14, 2001, in the amount of \$30,000.00.

(A copy of the above checks are attached to this Agreement as Exhibit "A".)

In the event Gateway National Bank does not honor any of the above listed checks, UE reserves the right to discontinue all service under the Common Area Account without incurring any liability whatsoever to Sterling and/or P. & B.

UE expressly reserves the right to collect any and all amounts outstanding and past due in excess of the Common Area Settlement Amount, and owed according to meter number 70593313, from any third parties that UE determines are responsible for such amounts outstanding and past due.

The parties hereto acknowledge and agree that there is an existing deposit in the amount of \$9,493.00 in the Common Area Account and that UE shall transfer such deposit to the Sterling Account.

The parties hereto agree to withdraw any complaints currently pending before the Missouri Public Service Commission (MPSC).

If you are in agreement with the terms and conditions contained in this Agreement, please indicate so by signing this Agreement and returning it to the undersigned. Once Sterling and P. & B. have signed this Agreement, UE shall restore the service it has heretofore discontinued.

Sincerely,
AmerenUE

By: Frank Reple

Agreed to this 18th day of May, 2001.

STERLINGS MARKETPLACE I, INC.

By: [Signature]

P. & B. REAL ESTATE, L.L.C.

By: Burt B. Schenker



4-144/810

No.LD 00927

GATEWAY NATIONAL BANK

ST. LOUIS, MISSOURI

DATE May 14 19 2001

PAY TO THIRTY THOUSAND AND NO/100***** AMOUNT \$30,000.00
 THE ORDER OF AMEREN UE

GATEWAY NATIONAL BANK

Patricia Chang
B. F. M. A.
 REQUIRES TWO SIGNATURES

LOAN DISBURSEMENT
 FOR P & B REAL ESTATE LLC

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

⑈081001442⑈ 13⑈144⑈9⑈

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

**GATEWAY NATIONAL BANK**

0810

4406406993

CASHIER'S CHECK

22-1676
960

PAY **PAY EXACTLY ⑈12,500 DOL 00 CTS**

DATE May 14, 2001

2,500.00

TO THE ORDER OF AMEREN UE

STERLING MARKET PLACE

REMITTER:
 PAYABLE THRU
 FIRSTAR BANK OF MINNESOTA, N.A.
 ST. PAUL, MN

Lisa Gates
 AUTHORIZED SIGNATURE

⑈096016765⑈00440 64069930⑈

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

**GATEWAY NATIONAL BANK**

0810

4406406972

CASHIER'S CHECK

22-1676
960

PAY **PAY EXACTLY ⑈12,500 DOL 00 CTS**

DATE May 10, 2001

12,500.00

TO THE ORDER OF AMEREN UE

STERLING MARKETPLACE

REMITTER:
 PAYABLE THRU
 FIRSTAR BANK OF MINNESOTA, N.A.
 ST. PAUL, MN

Lisa Gates
 AUTHORIZED SIGNATURE

⑈096016765⑈00440 64069723⑈

P & B REAL ESTATE L.L.C.

5933 Jackson Avenue • Saint Louis, Missouri 63134 • 314-521-4848 • Fax 314-521-2244

June 1, 2001

Mr. Leroy Etting
AmerenUE
PO Box 66301
St. Louis, MO 63166

RE: Broadway Plaza Center
8350 N. Broadway

Dear Mr. Etting,

In an effort to clean up, once again, the billing of electric usage at the above location listed below are the meter numbers at the above location and who is responsible for payment:

P & B Real Estate is responsible for two meters - #97801372 and #97643340. We are being billed for, and paying for, electric usage on these two meters.

Since you restored power to Sterling Moody, his three meter numbers are 01859500, 50688215 and 70593313. Please send all charges for these meters to Mr. Moody at Sterling's Marketplace. P & B Real Estate has nothing to do with these three meters.

Sincerely,



Bert B. Schonlau

BBS/ps

P & B REAL ESTATE, L.L.C.

5933 JACKSON AVENUE
ST. LOUIS, MO 63134
314-521-4848 / 800-826-0071
FAX# 314-521-2244
www.slrcompany.com / info@slrcompany.com

OUTGOING FAX COVER SHEET

DATE: B-1-01

TO: MRS BRYANT Ameren U.E.

FAX#: 314-992-6755

FROM: Bert Schenlau

REGARDING: BROADWAY PLAZA

NUMBER OF PAGES (INCLUDING COVER): (2)

SPECIAL NOTES: Please Find attached a copy of our letter to Mr. Ertling regarding our Shopping Center located at 8350 North Broadway, Ameren U.E. elected to restore Paver to Mr. Moody at Sterling's Market Place. P+B is the landlord of this Property. Mr. Moody is a Tenant and is responsible for his electric meter (3)

Bert B. Schenlau
C.E.O

P & B REAL ESTATE L.L.C.

5933 Jackson Avenue • Saint Louis, Missouri 63134 • 314-521-4848 • Fax 314-521-2244

June 1, 2001

Mr. Leroy Ettling
AmerenUE
PO Box 66301
St. Louis, MO 63166

RE: Broadway Plaza Center
8350 N. Broadway

Dear Mr. Ettling,

In an effort to clean up, once again, the billing of electric usage at the above location listed below are the meter numbers at the above location and who is responsible for payment:

P & B Real Estate is responsible for two meters - #97801372 and #97643340. We are being billed for, and paying for, electric usage on these two meters.

Since you restored power to Sterling Moody, this three meter numbers are 01859500, 50688215 and 70591344. Please send all charges for these meters to Mr. Moody at Sterling's Marketplace. P & B Real Estate has nothing to do with these three meters.

Sincerely,


Bert B. Schonlau

BBS/ps

P & B REAL ESTATE, L.L.C.

5933 JACKSON AVENUE

ST. LOUIS, MO 63134

314-521-4848 / 800-826-0071

FAX# 314-521-2244

www.slrcompany.com / info@slrcompany.com

OUTGOING FAX COVER SHEET

DATE: 8-16-01

TO: Mrs BRYANT Ameren U.E.

FAX#: 314-992-6755

FROM: Bert Schoultz

REGARDING: Account # 573-00-01916

NUMBER OF PAGES (INCLUDING COVER): _____

SPECIAL NOTES: I AM AGAIN FAXING TO YOU PAPERWORK
TO CLEAR UP 8350 N BROADWAY. P+B REAL ESTATE
HAS (1) ACCOUNT # 0606-236-5081-01. I HAVE
ATTACHED A COPY OF OUR LAST BILL WHICH WE PAID
ON 8-13-01 FOR \$1199.54. SHEET #2. YOU ARE BILLING
P+B FOR ACCOUNT # 57300-01916 WHICH IS NOT
OUR BILL - COPY ATTACHED SHEET #3. THIS BILL
GOES TO STERLING'S MARKET AND NOT US. I HAVE
AGAIN FAXED TO SHEETS #4, #5 WHICH I SENT
TO YOU ON 8-1-01.

Bert Schoultz
CEO

EXHIBIT 4

ST. LOUIS, MO 63101
935 N. BROADWAY
SAINT LOUIS, MO 63101

Pay to the
order of

AmerenUE P.O. BOX 46529 ST. LOUIS, MO 63166-5529

PRES RCG	PREV RCG	USE	READING	RATE	AMOUNT
79848	87392	12456	ACTUAL	GEN 43	1010.33
ST. LOUIS CTY TAX					112.26
SALES TAXES					76.95
AMOUNT DUE ON 08/14					1199.54

99B-38531
AUTO 3-DIGIT

O

FIRST CLASS MAIL
U.S. POSTAGE
PAID 1 OUNCE
ST. LOUIS, MO
PERMIT NO. 2809

A

935 N. BROADWAY, STE 100
ST. LOUIS, MO 63101
TOTAL PAID 07/15/01 \$751.01
AMOUNT DUE 08/14/01 \$1199.54

1199.54



Please Retain This Portion With Your Payment

266.67	August 20, 2001
\$16,510.67	57300-01916

Amount Enclosed \$

P & B REAL ESTATE LLC
5933 JACKSON
SAINT LOUIS, MO 63134

AmerenUE
P. O. Box 66301
St. Louis, MO 63166-6301



70600000 0057300019106 000007941100 000016266670

Keep This Portion For Your Records

57300-01916

8350 N BROADWAY SAINT LOUIS, MO 63147
--

Late Charge billed \$123.04

August 8, 2001

August 20, 2001	\$16,266.67
	\$16,510.67

Total KWH	70593313	07/01-07/31	30	22186.0000	22831.0000	645.0000	160.0000	103200.0000
Peak KW	70593313	07/01-07/31	30	0.0000	1.1730	1.1730	160.0000	187.6800

SUMMARY

Total KWH	103200.0000	Peak KW	187.7000
Billing KW			

METERED ELECTRIC SERVICE BILLING

Rate 3M LGS - General Service

Service From 07/01 To 07/31

Demand Charge	187.70 KW	@	\$3.79000000	\$711.38
Energy Charge/ Hours Used	28.155.00 KWH	@	\$0.07840000	\$2,207.35
Energy Charge/ Hours Used	37.540.00 KWH	@	\$0.05910000	\$2,218.61
Energy Charge/ Hours Used	37.505.00 KWH	@	\$0.03960000	\$1,485.20
Customer Charge				\$68.00
Total Service Amount				\$6,688.54
Missouri State Tax				\$509.40
Municipal Charge				\$743.16
Total Tax Related Charges				\$1,252.56

Current Amount Due	\$7,941.1
Prior Amount Due	\$8,325.5
Total Amount Due	\$16,266.6

ORIGINAL BILL SENT TO STERLINGS
MARKET ON 8-13-01. NOT OUR BILL
Sending Another Note VIA FAX TO
MRS BRYANT Ameren U.E 8-16-01

Bry



P. O. Box 66301
St. Louis MO 63166-6301

HAAR & WOODS, LLP

ATTORNEYS AT LAW

1010 Market Street

Suite 1620

St. Louis, MO 63101

314.241.2224

Fax 314.241.2227

E-Mail lawyers@haar-woods.com

September 27, 2001

VIA FACSIMILE AND FIRST CLASS MAIL

Freeman R. Bosley, Jr.
Caldwell & Singleton LLC
1601 Olive, 1st Floor
St. Louis, MO 63103-2344

Re: Ameren/Moody

Dear Freeman:

Ameren UE remains interested in some noneconomic resolution of Mr. Moody's complaint. As I stated during our meeting, we believe Ameren UE has shown Mr. Moody extraordinary consideration with respect to past delinquencies and in working with him when checks have been returned for insufficient funds. And even though it is appropriately a landlord-tenant issue, Ameren UE stands ready to assist Mr. Moody and Mr. Schonlau in determining the electrical service associated with each meter. To facilitate that process, I am enclosing a consent form for your client's convenience.

Sincerely,



Robert T. Haar

RTH:rh
Enclosure

EXHIBIT 5

CONSENT TO ENTRY AND MODIFICATION OF WIRING

Sterling Moody, as owner and operator of Sterling's Market Place, and Bert Schonlau, as owner of P&B Real Estate, L.L.C., which owns the premises known as Broadway Plaza located at or about 8350 N. Broadway, St. Louis Missouri, hereby consent to the entry on those premises by agents and employees of Ameren UE for the purpose of inspecting the wiring associated with the electrical meters at that location and making alterations to that wiring as directed by Sterling Moody.

Sterling Moody
Sterling's Market Place

Bert Schonlau
P&B Real Estate, L.L.C.