

GOLLER, GARDNER AND FEATHER

PROFESSIONAL CORPORATION

ATTORNEYS AND COUNSELORS AT LAW

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Robert W. Hedrick
1918-1988

July 2, 2002

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

Re: The Conlon Group, Inc. v. AmerenUE
MOPSC Case No. EC-2001-443

Dear Mr. Roberts:

Enclosed for filing please find an original and eight copies of MOTION FOR VOLUNTARY DISMISSAL OF COMPLAINT in the above referenced case.

Copies have been provided to all parties of record.

Sincerely,



Paul H. Gardner

PHG/alh
Enclosure(s)

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

THE CONLON GROUP, INC.)
915 OLIVE STREET)
ST. LOUIS, MISSOURI 63101)

COMPLAINANT,)

MO. PSC CASE NO. EC 2001-443

AMEREN UE)
1901 CHOUTEAU AVENUE)
ST. LOUIS, MISSOURI 63101)

RESPONDENT.)

MOTION FOR VOLUNTARY DISMISSAL OF COMPLAINT

COMES NOW the Conlon Group, and for its Motion for Voluntary Dismissal of Complaint filed pursuant to 4 CSR 240-2.116 states as follows:

1. On February 13, 2002 Complainant, The Conlon Group, Inc. (hereinafter "Complainant") filed a Complaint against Respondent AmerenUE (hereinafter "Respondent") in the above-styled proceeding.

2. In compliance with the Commission's Amended Procedural Schedule, the parties filed with this Commission prepared, written testimony supporting their respective positions.

3. As a result of negotiations between the parties after the filing of testimony, Complainant and Respondent have entered into an agreement that will completely settle all pending disputes between the parties subject to this Commission's order granting dismissal of the instant complaint proceeding.

4. Respondent has agreed to the voluntary dismissal of this Complaint.

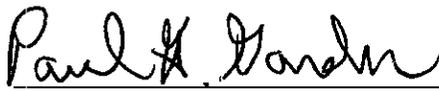
5. Copies of the SETTLEMENT AGREEMENT AND JOINT RELEASE and JOINT

STIPULATION FOR DISMISSAL in a related circuit court proceeding are attached to this Motion for the Commission's review and consideration.

6. As a result of the agreements entered into by Complainant and Respondent as reflected in the attached SETTLEMENT AGREEMENT AND JOINT RELEASE and JOINT STIPULATION FOR DISMISSAL, Complainant respectfully requests that this Commission grant a voluntary dismissal with prejudice of the instant Complaint and issue any further orders that it deems just and reasonable under the circumstance.

WHEREFORE, Complainant respectfully requests that this Commission issue its order granting a dismissal with prejudice of the Complaint in Case No. EC-2001-443 and that it issue any other orders it deems just and reasonable in conjunction with its ORDER OF DISMISSAL.

Respectfully Submitted,
GOLLER, GARDNER AND FEATHER P.C.

By: 
Paul H. Gardner Mo. Bar #28159
131 East High Street
Jefferson City, MO 65101
Telephone: (573) 635-6181
ATTORNEY FOR COMPLAINANT,
THE CONLON GROUP, INC.

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Motion has been served by first-class mail to all parties of record to this proceeding on this 2nd day of July, 2002.

Lera Shemwell
Associate General Counsel
P. O. Box 360
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John B. Coffman
Senior Public Counsel
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James J. Cook
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Michael Vitale
Herzog, Crebs & McGhee, L.L.P.
One City Centre - 24th Floor
515 North Sixth Street
St. Louis, Missouri 63101-2409
Fax: 314-231-4656

A handwritten signature in cursive script that reads "Paul H. Gardner". The signature is written in black ink and is positioned above a horizontal line.

Paul H. Gardner

SETTLEMENT AGREEMENT AND JOINT RELEASE

For consideration and mutually agreed upon promises the undersigned parties to this Settlement Agreement and Join Release ("Agreement") hereby jointly agree to release and discharge The Conlon Group, Inc., its successors, assigns, representatives, officers and employees and Union Electric Company d/b/a AmerenUE and its successors, assigns, representatives, officers and employees from all claims, demands, damages, actions or causes of actions asserted or that could have been asserted by any party in the cases of AmerenUE vs. The Conlon Group, Inc., Case No. 992-00608, Circuit Court of the City of St. Louis, State of Missouri and The Conlon Group, Inc. v. AmerenUE, Case No. EC-2001-443, Public Service Commission of the State of Missouri.

The parties further understand and agree that no actions will be taken by any party to this Agreement, based on matters arising from disputes that are the subject of this Agreement which would impair or adversely affect the credit or ability of any party to provide or obtain electric service in the future under AmerenUE's tariffed schedules on file with the Missouri Public Service Commission.

In the event The Conlon Group, Inc. believes that AmerenUE has taken action contrary to the preceding paragraph, The Conlon Group, Inc. will notify the General Counsel of AmerenUE within fourteen (14) days of said action. No claim shall be made by The Conlon Group, Inc. that AmerenUE has breached this Agreement unless and until such notice has been given and AmerenUE has been given a reasonable opportunity to respond to said notice.

The parties further understand and agree that each will assume and be responsible for its own expenses and costs incurred in prosecuting and defending the aforementioned circuit court action and Public Service Commission complaint, that they will take all steps necessary to obtain dismissals with prejudice and obtain such dismissals with prejudice of the aforementioned circuit court action and Commission Complaint; that no provision of this Agreement should be construed as an admission of liability of the parties, and that neither party admits liability as to any allegations that are the subject matter of the aforementioned circuit court action and Commission Complaint.

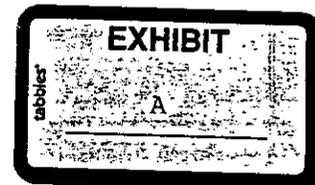
The undersigned parties state that they have carefully read this Settlement Agreement and Joint Release and sign it as their free act and deed with advice of counsel.


For: The Conlon Group, Inc. *Mark Finney*
President

Date 13 June 02


For: Union Electric Company d/b/a AmerenUE

Date 6/24/02



IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
STATE OF MISSOURI

AMERENUE,)
)
PLAINTIFF,)
)
v.)
)
THE CONLON GROUP, INC.,)
)
DEFENDANT.)

Cause No.: 992-00608

Division: 1

10:00 AM
MAY 12 1992
CLERK, CIRCUIT COURT
BY _____ DEPUTY

JOINT STIPULATION FOR DISMISSAL

COME NOW the parties and hereby jointly file their Stipulation for Dismissal by which the Petition - Suit on Account, defendant's amended counterclaims, and all claims therein, are hereby dismissed with prejudice. Each party to bear its own costs.

GOLLER, GARDNER & FEATHER, P.C.

HERZOG, CREBS & MCGHEE, LLP

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ATTORNEY FOR DEFENDANT
CONLON GROUP, INC.

ATTORNEYS FOR PLAINTIFF
AMERENUE

