

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

FILED²

OCT 16 2001

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.

Missouri Public
Service Commission

Case No. EC-2002-112

RESPONDENTS' ANSWER AND OBJECTIONS TO COMPLAINT

Come now respondents, and in response to the Complaint filed by Sterling
Moody, Sterling's Market Place and Sterling's Market Place, I, state as follows:

Preliminary Objections

Before providing an Answer to the Complaint, respondents submit the following
Preliminary Objections:

1. **Objection to Naming of Sterling Moody as Complainant**

Respondents object to the inclusion of Sterling Moody, an individual, as a
complainant in this action. As alleged in the Complaint, this is a dispute concerning
respondent AmerenUE's provision of electric service through three meters on business
accounts at 8350 North Broadway. There is no allegation in the Complaint that Sterling
Moody was personally responsible for these business accounts. In fact, there is no
allegation of any wrongful act on the part of respondents towards Sterling Moody other
than his mere identification as a complainant herein. As a result, Sterling Moody should

be stricken as a complainant. See Respondents' Motion to Dismiss Complainant, filed simultaneously herewith and incorporated herein by reference.

The remaining two complainants as identified in the caption of the Complaint are "Sterling's Market Place" and "Sterling's Place, I." However, the body of the Complaint names these complainants as "Sterling's Market Place" and "Sterling's Market Place, I." As there is no other identifying information, such as corporate status, in the Complaint, respondents are unable to determine if these are two different entities or just one. As the three meters at issue herein were listed in the name of Sterlings Marketplace I, Inc., respondents' answer will address the issues raised in the Complaint with respect to that customer.

2. Objection to Naming of Employees as Respondents

Respondents object to complainants' designation of Michael Foy, Leroy Ettling and Sherry Moschner (the "respondent employees") as respondents herein. Specifically, complainants allege (Complaint, ¶ 2) that these three individuals are employees of respondent AmerenUE and were at all times acting within the scope of their employment with respect to the actions alleged by them in the Complaint. On the basis of these allegations alone, Foy, Ettling and Moschner should be dismissed from this action as respondents. See Respondents' Motion to Dismiss Respondent Employees, filed simultaneously herewith and incorporated herein by reference.

3. Objection to Prayer for Relief

Respondents object to complainants' request that the Missouri Public Service Commission (the "Commission") "order Respondents to pay Complainants

consequential and punitive damages" and that respondents be required "to pay \$2,000 for each violation for each day that Complainants suffered wrongful termination of electric service." It is well settled that the Commission lacks jurisdiction to enter a money judgment in favor of complainants. See, e.g., Wilshire Construction Company v. Union Electric Company, 463 S.W.2d 903, 905 (Mo. 1971).

Moreover, while the Commission has the power to make determinations as to the violation of a statute, rule or regulation within its jurisdiction, the assessment of any fines in connection therewith is a matter for the Circuit Court. R.S.Mo. Section 386.600. See Respondents' Motion to Strike Prayer for Damages and Fines, filed simultaneously herewith and incorporated herein by reference.

Answer

In Answer to the Complaint filed by Sterling Moody, Sterling's Market Place and Sterling's Market Place, I, respondents state as follows:

1. Respondents admit the allegations made in paragraph 1.
2. Respondents admit the respondent employees are employees of respondent AmerenUE. Respondents further admit that the actions of the respondent employees alleged by complainants in their Complaint, to the extent such actions were in fact taken by respondent employees (and respondents contend that the Complaint contains numerous factual misstatements and claims), were within the scope of their employment.
3. Respondents admit the allegations made in paragraph 3. However, it is unclear from the Complaint whether complainants have designated the grocery store or the strip mall as the "Premises."

4. Respondents admit that in or about September 1998, Broadway Real Estate Investments, Inc. ("Broadway Real Estate") requested that it be successored on any accounts for electric service being provided to 8350 North Broadway in the City of St. Louis and that bills for electric service were thereafter issued for that service to Broadway Real Estate. Electric service to 8350 North Broadway was provided through three separate meters and was billed under two accounts – meter No. 70593313, on Account No. 57300-01916, and meter Nos. 01859500 and 50688215, on Account No. 52300-02417. Respondents deny the remaining allegations made in paragraph 4.

5. Respondents admit that partial payments for electric service to the three meters were made from September 1998 until April 2000, and that some of the partial payments were made with checks which were returned for insufficient funds. Respondents further state that in or about April 2000, a request was made to respondent AmerenUE that one of the two accounts, No. 52300-02417, be successored in the name of Mid-America Leasing. Respondent AmerenUE subsequently honored that request and, at the same time, changed the number of the account for Mid-America Leasing to 52300-02426. Respondents deny the remaining allegations made in paragraph 5.

6. Respondents admit that discussions took place in or about August 2000 among and between respondent AmerenUE, Sterlings Marketplace I, Inc. and P.& B. Real Estate, L.L.C. ("P&B"), the owner of the strip mall, concerning the electric service being provided to 8350 North Broadway. At that time, P&B provided a drawing purportedly reflecting the location and numbers of several meters at the strip mall. Respondents specifically deny that they acknowledged "a problem with the metering" at

8350 North Broadway. Respondents further state that both Sterlings Marketplace I, Inc. and P&B were advised at that time that any issue with respect to the internal wiring at 8350 North Broadway was an issue between the landlord, P&B, and the tenant, Sterlings Marketplace I, Inc. and both P&B and Sterlings Marketplace I, Inc. acknowledged this fact. Respondents further state that, as a result of these discussions, P&B agreed with Sterlings Marketplace I, Inc. to rewire one or more of the electrical lines at 3850 North Broadway and to install a new, fourth meter in P&B's name to measure electric service to certain common tenant areas of P&B's strip mall. Respondents deny the remaining allegations made in paragraph 6.

7. Respondents admit that in or about September 2000, as a result of discussions with P&B and Sterlings Marketplace I, Inc., respondent AmerenUE confirmed the existence and location of the three meters listed on the two accounts for 8350 North Broadway. Respondents deny the remaining allegations made in paragraph 7.

8. Respondents admit that past due balances on the three meters arose shortly after the accounts were established in 1998, due to the fact that bills for electric service were not paid in full on a timely basis and because some or all of said bills were paid for with bad or insufficient funds checks. Respondents further admit that as a result of the failure to timely and fully pay said bills for electric service, respondent AmerenUE made efforts to collect the past due balance it was owed. Respondents specifically deny there was any "improper billing and metering" with respect to the three meters and deny the remaining allegations made in paragraph 8.

9. Respondents admit that throughout the period of time identified in the Complaint, bills have been issued to Broadway Real Estate, Mid-America Leasing and/or Sterlings Marketplace I, Inc. for electric service supplied to the three meters. The bills that were issued were an accurate reflection of the electrical usage recorded on the three meters. Pursuant to its tariffs, specifically Article II, Section C, attached hereto as Exhibit 1, respondent AmerenUE has no responsibility for the internal wiring of the premises, as both P&B and Sterlings Marketplace I, Inc. were informed. Despite this fact, however, following receipt of this Complaint, respondent AmerenUE has offered to inspect the internal wiring at 8350 North Broadway in an effort to help resolve the dispute between the landlord (P&B) and tenant (Sterlings Marketplace I, Inc.). See Exhibit 2 attached hereto. Respondents deny the remaining allegations made in paragraph 9.

10. Respondents state that demand for full and complete payment of the bills for electric service to the three meters was made continuously and that numerous notices of delinquency and disconnection of service were issued beginning in December 1998 and continuing thereafter. Respondents deny that any statement was ever made by respondents that only partial payment of said bills was acceptable as complete and full satisfaction of the outstanding bills or in lieu of eventual receipt of the remaining balance due on said bills. Respondents deny the remaining allegations made in paragraph 10.

11. Respondents admit that partial payments for electric service for the three meters were made by hand delivery in or about February 2001 and that the past due

electric bills were likely discussed on those occasions. Respondents further admit that respondent AmerenUE accepted the payments which were tendered and issued receipts for same and, further, continued to request payment of the past due balance for service to the three meters. Respondents deny the remaining allegations made in paragraph 11.

12. Respondents admit that on some occasions, persons purporting to be representatives of Broadway Real Estate, Mid-America Leasing and/or Sterlings Marketplace I, Inc. hand delivered partial payments for the electric service being rendered through the three meters. Respondents further state that on several occasions, the checks tendered as payment for said service were returned marked insufficient funds. Respondents deny the remaining allegations made in paragraph 12.

13. Respondents deny that the unilateral payment of only a portion of the bills rendered for electric service through the three meters, and the failure to pay the full amounts owed for electric service, constituted a "constructive payment arrangement" or agreement of any sort. Respondents also admit that one meter was temporarily disconnected on April 10 for a short period of time, and that numerous notices had been issued prior to that time advising that the meters would be disconnected without further notice due to the non-payment of bills for service through those meters. Respondents admit that an additional notice of an intent to disconnect service was delivered by respondent AmerenUE to Sterlings Marketplace I, Inc. on April 10, 2001 and deny the remaining allegations in paragraph 13.

14. Respondents state that in giving notice of its intent to disconnect electric service to the three meters, respondent AmerenUE complied with all applicable rules

and regulations of the Commission. Respondents deny the remaining allegations made in paragraph 14.

15. Respondents admit that a notice of intent to disconnect service was delivered by respondent AmerenUE to Sterlings Marketplace I, Inc. on April 10, 2001, after service to one meter had been temporarily disconnected. Respondents further state that numerous notices had been issued prior to that time advising that the three meters could be disconnected without further notice for the non-payment of bills for service to those meters. Respondents deny the remaining allegations made in paragraph 15.

16. Respondents admit that respondent AmerenUE was contacted about the temporary disconnection of the meter shortly after that disconnection occurred on April 10, 2001, and that the meter was reconnected shortly thereafter. Respondents deny the remaining allegations made in paragraph 16.

17. Respondents admit that employees of respondent AmerenUE arrived at 8350 North Broadway on April 17 to disconnect electric service to one of the three meters. Respondents further admit that a representative of Sterlings Marketplace I, Inc. thereafter contacted respondent AmerenUE at that time in an effort to prevent the disconnection. Respondents deny the remaining allegations made in paragraph 17.

18. Respondents admit that by the time of the April 17, 2001 disconnection, Michael Foy, a Senior Credit Manager for respondent AmerenUE, had become involved in attempts to collect the past due balance owed for service to the three meters. Respondents deny the remaining allegations made in paragraph 18.

19. Respondents admit that a representative of Sterlings Marketplace I, Inc. contacted Foy on April 17, 2001 in an effort to prevent the disconnection of service to the three meters. Respondents further admit that in response, Michael Foy stated the disconnection, was the result of respondent AmerenUE's failure to receive full and timely payment of its bills for electric service and that Foy would not stop the disconnection from occurring due to the non-payment of those bills. Respondents deny the remaining allegations made in paragraph 19.

20. Respondents admit that a representative of Sterlings Marketplace I, Inc. requested that the disconnection on April 17, 2001 be delayed in order that customers and employees could be vacated from the grocery store and that respondent AmerenUE agreed to that request. Respondents further state that only one meter, No. 70593313, was disconnected at that time. Respondents deny the remaining allegations made in paragraph 20.

21. Respondents admit that following the disconnection of meter No. 70593313 on April 17, 2001, various individuals contacted respondent AmerenUE requesting that meter be reconnected. Respondents deny that it was not until after the meter was disconnected that Sterlings Marketplace I, Inc. became aware of the balance due respondent AmerenUE as this amount was set out in numerous bills and notices prior to the disconnection of service. Respondents deny the remaining allegations made in paragraph 21.

22. Respondents cannot admit or deny what Congressman William L. Clay may have said to Sterling Moody as to what Congressman Clay may have been told by Michael Foy. Respondents therefore deny the allegations made in paragraph 22.

23. Respondents admit that in or about May 2001, a request was made to respondent AmerenUE that the two accounts with respect to the three meters be successored in the name of P&B and that, in response, Foy advised that a deposit of \$45,000 would be required before the name on the accounts could be changed.

Respondents deny the remaining allegations made in paragraph 23.

24. Respondents admit that two cashiers' checks and a corporate check from Gateway Bank totaling \$45,000 were delivered to respondent AmerenUE with the intent that they serve as a deposit in order that electric service for the three meters could be successored to the name of P&B. Respondents further admit that respondent AmerenUE accepted the checks and gave a receipt therefor. Respondents specifically deny that a promise was made that meter No. 70593313 would be reconnected by a certain date or time and further deny the remaining allegations made in paragraph 24.

25. Respondents admit that following respondent AmerenUE's receipt of the three checks, an issue arose concerning whether P&B was a legitimate successor to Sterlings Marketplace I, Inc. and that electric service was not immediately restored. Respondents deny the remaining allegations made in paragraph 25.

26. Respondents deny that Sherry Moschner is a Senior Vice President of respondent AmerenUE but admit the remaining allegations made in paragraph 26.

27. Respondents admit that a meeting took place at respondent AmerenUE's offices on May 16, 2001, at the request of Sterlings Marketplace I, Inc. and Gateway National Bank, to discuss the past due balance owed for electric service to the three meters. As a result of that meeting, an agreement was reached between respondent AmerenUE, Sterlings Marketplace I, Inc. and P&B with respect to a compromise of the

past due balance owed, as well as an agreement as to how future billing for electric service would be handled. A copy of the document memorializing that agreement, as executed by Sterlings Marketplace I, Inc., P&B and respondent AmerenUE is attached hereto as Exhibit 3 and made a part hereof by reference. Respondents deny the remaining allegations made in paragraph 27.

28. Respondents state that the agreement attached hereto as Exhibit 3 speaks for itself with respect to how respondent AmerenUE, Sterlings Marketplace I, Inc. and P&B agreed to resolve the payment of the balance due for electric service to the three meters, as well as any dispute that may have existed concerning the amount of that balance or the wiring of the three meters. The agreement attached hereto as Exhibit 3 also speaks for itself with respect to how respondent AmerenUE, Sterlings Marketplace I, Inc. and P&B agreed that future billing for electric service to the three meters would be handled.

Respondents further state that both Sterlings Marketplace I, Inc. and P&B have failed to pay the charges for electric service on the accounts for which they agreed to be responsible in the May 18, 2001 agreement and that substantial past due balances have accumulated on both accounts since May 18, 2001.

29. Respondents deny the allegations made in paragraph 29.

30. Respondents deny the allegations made in paragraph 30.

Violation of Tariffs

Respondents reallege and incorporate by reference their response to the allegations contained in paragraphs 1 through 30 of the Complaint.

1. Respondents admit the Complaint sets forth an accurate quote of a portion of Article V, Section G.2.c. of the Commission's rules and regulations as they relate to respondent AmerenUE and deny the remaining allegations made in paragraph 1.

2. Respondents deny the allegations made in paragraph 2 and further state they are not aware of any "incorrect meter readings" which required adjustments pursuant to Article V, Section G.2.c. of the Commission's rules and regulations.

3. Respondents admit the Complaint sets forth an accurate quote of a portion of Article VI, Section B of the Commission's rules and regulations as they relate to respondent AmerenUE. Respondents deny the remaining allegations made in paragraph 3 and further state that the deposit required by respondent AmerenUE was in accordance with the rules and regulations of the Commission.

4. Respondents admit that the Complaint sets forth reasonably accurate quotes of two portions of Article VII of the Commission's rules and regulations. Respondents deny the remaining allegations made in paragraph 4.

Violation of State Regulations

Respondents reallege and incorporate by reference their response to the allegations contained in paragraphs 1 through 30 of the Complaint.

1. Respondents admit that paragraph 1 paraphrases a portion of 4 CSR 240-10.040(3). Respondents deny the remaining allegations made in paragraph 1.

2. Respondents admit that paragraph 2 sets forth a reasonably accurate quote of a portion of 4 CSR 240-10.040(4).

3. Respondents admit that paragraph 2 sets forth a reasonably accurate quote of a portion of 4 CSR 240-10.040(5). Respondents specifically deny there have been any improper meter readings or meter registration with respect to the Two Accounts and deny the remaining allegations made in paragraph 3.

Statutory Violations

Respondents reallege and incorporate by reference their response to the allegations contained in paragraphs 1 through 30 of the Complaint.

1. Respondents admit that paragraph 1 of the Complaint sets forth a reasonably accurate quote of a portion of R.S.Mo. Section 393.130(1). Respondents deny the remaining allegations made in paragraph 1.

2. Respondents admit that paragraph 2 of the Complaint sets forth a reasonably accurate quote of a portion of R.S.Mo. Section 393.130(3). Respondents specifically deny that any "higher and different requirements" were imposed with respect to the provision of electric service to 8350 North Broadway because of the race of the owner of Sterlings Marketplace I, Inc. or the "geographical location" of Sterlings Marketplace I, Inc. and deny the remaining allegations in paragraph 2.

Wrongful Termination of Electric Service

Respondents reallege and incorporate by reference their response to the allegations contained in paragraphs 1 through 30 of the Complaint.

Respondents agree that respondent AmerenUE furnishes electric service in accordance with the rules and regulations of the Commission. Respondents further admit that respondent AmerenUE has supplied electric service to 8350 North Broadway since in or about September 1998 and that full payment for the provision of said electric

service has not been made. While respondents admit that partial payments were made at various times with respect to the bills for said service, many of which attempts at partial payment failed due to checks being returned marked insufficient funds, respondents deny that respondent AmerenUE ever agreed to accept such partial payments in lieu of receiving the full payments which were due. Respondents deny the remaining allegations made in the Wrongful Termination of Electric Service portion of the Complaint.

Affirmative Defenses

1. Respondent AmerenUE states that any complaints, concerns or disputes with respect to the billing of electric service to the three meters were settled and compromised on May 16, 2001, as set forth in Exhibit 3 attached hereto. Respondent AmerenUE requests the Commission enter its Order requiring that Sterlings Marketplace I, Inc. and P. & B. Real Estate, L.L.C. abide by the terms of the agreement to which they voluntarily agreed. See Respondent AmerenUE's Motion for Leave to File Third-Party Petition, filed simultaneously herewith and incorporated herein by reference.

Alternatively, respondent AmerenUE states that if the Commission determines that the May 18, 2001 agreement is of no force and effect, that an Order be entered finding that payment of all past due amounts owed with respect to the three meters is due respondent AmerenUE from Sterlings Marketplace I, Inc.

2. Respondents state that the claims made in the Complaint were waived as a result of the agreement reached on May 16, 2001 and the execution of Exhibit 3 attached hereto.

3. The Complaint fails to state a claim upon which relief can be granted.

4. Respondent AmerenUE has met all statutory and regulatory obligations in the provision of electric service to 8350 North Broadway and to complainant Sterlings Marketplace I, Inc. Therefore, no relief as requested by complainants is warranted.

5. The Commission is without jurisdiction to award monetary damages, as requested by complainants. To the extent the Complaint seeks such an award, the Commission should deny said request.

6. The Commission is without jurisdiction to fine respondents, as requested by complainants. To the extent the Complaint seeks the entry of such a fine, the Commission should deny said request.

7. Respondents' decisions and actions in regard to service to 8350 North Broadway and to complainant Sterlings Marketplace I, Inc. were at all times reasonable and appropriate under the relevant statutory and regulatory requirements.

HERZOG, CREBS & McGHEE, LLP

By:


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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' Answer and Objections to Complaint 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.



APPLYING TO

MISSOURI SERVICE AREA

GENERAL RULES AND REGULATIONS
III. DISTRIBUTION SYSTEM EXTENSIONS

A. General

Permanent electric service of the form and character described in Section II of these rules will be supplied for permanent year round use to customers within the Company's authorized service area, by extension and/or modifications or enlargements to Company's electric distribution system, in accordance with the provisions set forth in this Section III. Company's extension shall be considered as completed when said extension is adjacent to the premises to be served and Company is prepared to connect service thereto.

B. Distribution Extension Length

The length of the extension of the distribution system will be the distance along the installation route designated and utilized by Company in making said extension. Such distance shall be measured from the Company's designated point of delivery on customer's premises to the nearest point of connection to Company's existing distribution system having like phase and voltage as that being supplied to customer's premises.

C. Point of Delivery of Service

The point of delivery of service, at which Company's distribution facilities connect to customer's electrical facilities without regard to meter location, shall normally be at the following electrical connection points:

1. Overhead Service

a. Secondary Voltage - All Customers - At customer's service entrance conductors, i.e., weatherhead or bus duct outlet.

b. Primary and Higher Voltages - At the line-side dead end devices on customer's meter pole, or on the bus structure of customer's substations, or at the low side terminals of a Company substation on customer's property. .

EXHIBIT 1

P.S.C. MO. DATE OF ISSUE March 30, 1990 DATE EFFECTIVE May 5, 1990

ILL. C.C. DATE OF ISSUE _____ DATE EFFECTIVE _____

IA. ST. C.C. DATE OF ISSUE _____ DATE EFFECTIVE _____

ISSUED BY William E. Cornelius Chairman St. Louis, Missouri

APPLYING TO MISSOURI SERVICE AREA

GENERAL RULES AND REGULATIONS
III. DISTRIBUTION SYSTEM EXTENSIONS

2. Underground Service

a. Secondary Voltage-Residential - At the line-side meter terminals for Company owned services; on the pole, connecting to Company's overhead distribution system or Company's padmounted transformer or pedestal, in the case of customer owned cables.

b. Secondary Voltage-All Other Customers - At the connection of customer's cable to the low side terminals of Company's padmounted transformer or pedestal or customer provided junction box.

c. Primary and Higher Voltages - At the line-side terminals in metal-clad switchgear, or at an agreed upon point on or in a customer owned substation.

D. Distribution Extension Cost

The estimated installed cost of any line extensions and/or modifications and enlargements of the Company's distribution system will include the total cost of all labor and materials, easements, licenses, permits, cleared right-of-way and all other incidental costs, including indirect costs. The indirect costs will include, where applicable, the cost of engineering, supervision, inspection, insurance, payments for injury and damage awards, taxes, AFUDC (Allowance for Funds Used During Construction), legal and administrative and general expenses associated with the extension of the Company's distribution system. The percentage used for indirect costs reflects the Company's historical indirect cost experience. The Company's distribution extension allowances and charges are based on normal, pre-construction and unobstructed conditions. Cost estimates relative to revenue guarantees or customer contributions are based on the conditions prevailing at the time the estimate is made. Additional costs due to changes in surface conditions or unanticipated subsurface conditions will be charged to the customer. Company may install a distribution extension of greater length or capacity than initially required for the customer requesting service, due to general engineering, operating, or economic reasons, in which case the additional cost of such increases in distribution system length or capacity shall not be included in the cost of the extension applicable to customer. A

P.S.C. NO. DATE OF ISSUE March 30, 1990DATE EFFECTIVE May 5, 1990

ILL. C.C. DATE OF ISSUE _____

DATE EFFECTIVE _____

IA. ST. C.C. DATE OF ISSUE _____

DATE EFFECTIVE _____

ISSUED BY William E. Cornelius

Chairman

St. Louis, Missouri

HAAR & WOODS, LLP

ATTORNEYS AT LAW

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314.241.2224

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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 2

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.

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 3

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

AMEREN UE

GATEWAY NATIONAL BANK

LOAN DISBURSEMENT
 FOR P & B REAL ESTATE LLC

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