

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

Director of the Manufactured Housing and)
Modular Units Program of the Public)
Service Commission,)

Complainant,)

Case No. MC-2005-0145

v.)

Amega Sales, Inc, d/b/a Columbia)
Discount Homes)

Respondent.)

JOINT MOTION FOR COMMISSION APPROVAL OF STIPULATED AGREEMENT

COME NOW the Director of the Manufactured Housing and Modular Units Program of the Public Service Commission (“Director” and “Program”), by and through the Missouri Public Service Commission’s (“Commission”) Office of General Counsel, and Columbia Discount Homes’ by and through Counsel and for their Joint Motion state as follows:

1. On March 24, 2005, the Commission issued an *Order Setting Procedural Schedule*, wherein it directed procedures related to and leading up to an evidentiary hearing to be conducted May 24-25, 2005.

2. Since the prehearing conference in this matter on January 27, 2005, the Parties have worked towards a settlement in this case and have finalized their settlement in the attached Stipulated Agreement

3. The attached Stipulated Agreement resolves all disputes between the parties. Neither party believes that any harm would come from granting this *Joint Motion for*

Commission Approval of Stipulated Agreement. Further, the Parties believe that the agreement terms will provide for a complete remedy to the aggrieved homeowner in this case.

WHEREFORE, the Parties request that the Commission grant their *Joint Motion for Commission Approval of Stipulated Agreement.*

Respectfully submitted,

DANA K. JOYCE
General Counsel

/s/ Mary E. Weston

Mary E. Weston
Assistant General Counsel
Missouri Bar No. 54669

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/s/ Thomas M. Harrison

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Certificate of Service

I hereby certify that copies of the foregoing have been mailed, hand-delivered, transmitted by facsimile or electronically mailed to all counsel of record this 15th day of April 2005.

/s/ Mary E. Weston

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Amega Sales, Inc, d/b/a Columbia)
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STIPULATED AGREEMENT

This *Stipulated Agreement* is made and entered into this 15th day of April, 2005, by and between the Director of the Manufactured Housing and Modular Units Program of the Missouri Public Service Commission (“Director”, “Program”, and “Commission”) and Amega Sales, Inc., d/b/a Columbia Discount Homes (“Columbia Discount”), a Missouri Corporation.

RECITALS:

A. The Director filed a *Complaint* against Columbia Discount on or about the 29th day of November 2004, in Commission Case No. MC-2005-0145.

B. The *Complaint* alleged that Columbia Discount failed to properly set up a new manufactured home, failed to file an Application for Permission to Alter a Manufactured Home and failed to correct such problems within a reasonable time not to exceed ninety days after being ordered to do so.

C. On December 29, 2004, Columbia requested mediation. The Commission denied such request in its *Order Setting Prehearing Conference and Requiring Filing of Procedural Schedule*

D. The parties desire to resolve the issues in this case on terms that are satisfactory to the Commission. The parties have resolved and settled the issues in this case by negotiation. Neither party admits or has admitted or does hereby admit any liability to the other or to any other party or person. Nothing contained herein shall be deemed or considered an admission of liability or an admission of violation of law in any respect.

NOW, THEREFORE, the parties agree and stipulate as follows:

1. The Director agrees to move to dismiss this Case No. MC-2005-0145 if the Commission approves this *Stipulated Agreement*.

2. Columbia Discount will remit a \$2,000.00 penalty, payable to public school fund of the state pursuant to Section 166.011, RSMo 2000. Payment shall be made out to the Director of Revenue, State of Missouri, and submitted to the Missouri Public Service Commission, Attn: Budget and Fiscal Services, P.O. Box 360, Jefferson City, MO 65102. The Commission will then forward the check to the appropriate agency for deposit in the public school fund. This penalty shall be submitted to the Commission within ten (10) days of the Commission's approval of this *Stipulated Agreement*.

3. Columbia Discount will have its dealer's registration placed on probation for a period of two years, commencing on the date of signing this *Stipulated Agreement*, with the terms of said probation as follows:

(a) Columbia Discount will provide to the Director, a monthly customer list showing the names, addresses and phone numbers of purchasers of any new home sales of

manufactured or modular homes and further signifying the installer of said home and method of payment of such installer. The list shall also indicate the relationship (if any) between the installer and Columbia Discount.

(b) The Director shall randomly select homes from the list provided by Columbia Discount for inspection. Inspections will be conducted for compliance with Chapter 700 statutes that fall under the purview of the Missouri Public Service Commission, applicable installation manuals, 24 CFR Part 3280 and interpretive bulletins, and rules under 4 CSR, 240-120, 123, and 124. Any new manufactured housing rules finalized during the period of probation may also become applicable.

(c) If any deficiencies are found during these probationary inspections, a copy of the inspection report identifying such deficiencies shall be mailed via certified mail to Columbia Discount with a thirty day period in which to repair such deficiencies. Failure to fix identified deficiencies within the time specified will result in automatic revocation of the dealer's registration for one year.

(d) The probation described in this paragraph 3 applies only to Columbia Discount and not to any of the other sales lots or divisions of Amega Sales, Inc.

4. Columbia Discount has reached a settlement agreement with Mr. and Mrs. Palmer, the homeowners in the aforementioned *Complaint*. Columbia Discount will pay Mr. and Mrs. Palmer the amount of \$50,000.00, as full compensation for their losses and damages as a result of the set-up deficiencies and alteration noted in the *Complaint*. Columbia Discount's obligation to complete and perform its obligations with respect to the settlement with Mr. and Mrs. Palmer is expressly contingent upon the approval by the Commission of this stipulated agreement without attaching any additional conditions or any additional obligations upon the

parties hereto. In the event this stipulated agreement is not unconditionally adopted and accepted by the Commission , the settlement agreement between Columbia Discount and Mr. and Mrs. Palmer provides that it will be void and of no effect.

5. Columbia agrees to pay for the costs of the inspections conducted by the Program as outlined in paragraph 3 of this *Stipulated Agreement*. The costs of the inspections shall be paid by Columbia and deposited into the “Manufactured Housing Fund” under Section 700.040, RSMo. 2000.

The parties hereby agree to the terms of this stipulated agreement and do hereby submit this agreement for approval by the Commission.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

/s/ Greg DeLine

Greg DeLine, President,
Amega Sales, Inc., d/b/a
Columbia Discount Homes

Dated: 4-15-05

/s/ Mary E. Weston

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Dated: 4-15-05