

Ameren Services
(314) 554-3183
(314) 554-4014 (f)
sknowles@ameren.com

One Ameren Plaza
1901 Chouteau Avenue
PO Box 66149
St. Louis, MO 63166-6149
314.621.3222

August 19, 2002

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

FILED³

AUG 20 2002

**Missouri Public
Service Commission**



**RE: MPSC Case No. ^{EC}EO-2002-409 /
Larry and Veronica Herzing v AmerenUE**

Dear Secretary Roberts:

Enclosed for filing in the above matter, are an original and eight (8) copies of AmerenUE's ***Motion to Dismiss***.

Kindly stamp as filed the copy of this cover letter and return it to me in the enclosed prepaid, self-addressed envelope.

Very truly yours,

Susan B. Knowles
Associate General Counsel

SBK:mas
Enclosures

cc: Larry and Veronica Herzing
Office of the Public Counsel
Bruce Bates, Assistant General Counsel

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

FILED³

AUG 20 2002

Missouri Public
Service Commission

Larry and Veronica Herzing,

Complainants,

v.

AmerenUE,

Respondent.

Case No. EC-2002-409

MOTION TO DISMISS

COMES NOW, Union Electric Company d/b/a AmerenUE, by and through its attorney, and respectfully requests that the Missouri Public Service Commission ("MPSC") dismiss the complaint filed by Complainants Larry and Veronica Herzing (Case No. EC-2002-409) against Respondent. In support thereof, Respondent states as follows:

1. On or about March 2, 2002, Complainants Larry and Veronica Herzing ("the Herzings") filed a complaint with the MPSC contesting electrical charges on rental properties formerly owned by them in Jefferson City, Missouri. On March 20, 2002, the MPSC issued its Notice of Complaint.

2. In July 2002, the parties reached a settlement in principle regarding the Herzing's Complaint. A copy of the Proposed Unanimous Stipulation and Agreement is appended to Respondent's Motion to Suspend Procedural Schedule, filed on or about July 19, 2002.

3. On July 19 and August 5, 2002, counsel for Respondent wrote to Complainants requesting that they execute the Proposed Unanimous Stipulation and

Agreement, previously agreed to by the parties. Copies of that correspondence are appended hereto.

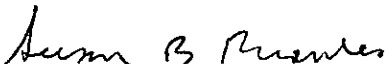
4. To date, the Herzings have failed to execute the Proposed Unanimous Stipulation and Agreement.

5. The Herzings have failed to execute the Settlement Agreement, file testimony pursuant to the Procedural Schedule, or even contact counsel for Respondent regarding the settlement of this matter. Because Complainants have failed to properly and timely prosecute and/or settle this matter, Respondent requests that the MPSC enter its Order dismissing with prejudice the Herzings' Complaint.

WHEREFORE, for all the foregoing reasons, Respondent requests that the MPSC dismiss with prejudice Case No. EC-2002-409 or alternatively, enter an Order in this case in favor of Union Electric Company, or such other and additional relief as may be just and proper.

Respectfully submitted,

**Union Electric Company
d/b/a AmerenUE**

By 
Susan B. Knowles - MBE# 39680
Associate General Counsel
Ameren Services Company
1901 Chouteau Avenue (MC 1310)
P.O. Box 66149
St. Louis, Missouri 63166-6149
(314) 554-3183
(314) 554-4014 (fax)
sknowles@ameren.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing has been served, via U.S. mail, this 19th day of August, 2002, to the following:

John Coffman

Acting Public Counsel
Office of Public Counsel
P.O. Box 7800
Jefferson City, Missouri 65102

Bruce Bates

Assistant General Counsel
Missouri Public Service Commission
P.O. Box 360
Jefferson City, Missouri 65102-0360

Larry and Veronica Herzing

193 East Center
Holts Summit, Missouri 65043

Mary Anne Slater for
Susan B Knowles

Susan B. Knowles

Ameren Services
(314) 554-3183
(314) 554-4014 (f)
sknowles@ameren.com

8195 5170 1971 follow-up
7-19-02
One Ameren Plaza
1901 Chouteau Avenue
PO Box 66149
St. Louis, MO 63166-6149
314.621.3222

July 19, 2002

Via Federal Express

Bruce Bates
Assistant General Counsel
Missouri Public Service Commission
200 Madison Street – Suite 100
Jefferson City, Missouri 65101

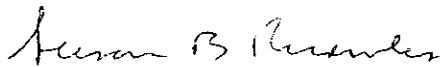
**RE: MPSC Case No. EO-2002-409 /
Larry and Veronica Herzing v AmerenUE**

Dear Mr. Bates:

Enclosed for filing and execution in the above matter, is an original of the parties' ***Proposed Unanimous Stipulation and Agreement*** which has been executed by the Company.

By copy of this letter I am requesting that Mr. and Mrs. Herzing contact Bruce Bates so that they may execute the agreement as well. Bruce, if you could secure the signature of the Office of Public Counsel and file an original with the Commission, it would be greatly appreciated.

Very truly yours,



Susan B. Knowles
Associate General Counsel

SBK:mas
Enclosures

cc: Larry and Veronica Herzing
Office of the Public Counsel

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

| | | |
|-----------------------------|---|----------------------|
| Larry and Veronica Herzing, |) | |
| |) | |
| Complainants, |) | |
| |) | |
| v. |) | Case No. EC-2002-409 |
| |) | |
| AmerenUE, |) | |
| |) | |
| Respondent. |) | |

PROPOSED UNANIMOUS STIPULATION AND AGREEMENT

COMES NOW, Union Electric Company d/b/a AmerenUE (hereinafter "the Company"), the Staff of the Missouri Public Service Commission (the "Staff"), the Office of the Public Counsel ("OPC"), all by and through their attorneys, and Larry and Veronica Herzing, and state as follows:

I. Procedural History

1. On or about March 2, 2002, Complainants Larry and Veronica Herzing ("the Herzings") filed a complaint with the Missouri Public Service Commission against Respondent Union Electric Company. The Herzings contest electrical charges on rental properties formerly owned by them in Jefferson City, Missouri. On March 20, 2002, the Commission issued its Notice of Complaint.
2. On or about April 19, 2002, the Company filed its Answer.
3. Pursuant to Commission Order, and following a prehearing conference, the Commission directed the Staff to file its Investigative Report which the Staff duly filed on or about June 11, 2002.

4. This matter is set for hearing on September 16, 2002. On or about July 8, 2002, the Herzings and the Company reached an agreement in principle as to the matters set forth in the Complaint.

II. Proposed Stipulation and Agreement

The Parties have reached the following Proposed Stipulation and Agreement:

5. Larry and Veronica Herzing shall dismiss with prejudice their Complaint (Case No. EC-2002-409) currently pending before the Commission.

6. As a full and complete resolution of the billing dispute giving rise to the Herzing's Complaint, the Company and the Herzings agree that the amount owed by the Herzings for electrical service at rental properties formerly owned by the Herzings shall total **\$688.83**. Said amount shall be referred to hereafter as the "Deferred Balance" and reflects, collectively, charges on the following accounts located at rental properties on 1111 W. High Street and 827 Clark Street:

Account Nos.

4163-004-0847-0
4163-004-0848-1
4163-004-0450-1
4163-004-0847-8
4563-016-0142-1
4563-016-2754-8

7. The Company agrees to cancel all late charges previously assessed on said accounts and will forego its right to payment for any other electrical charges attributed to said accounts that are in excess of the Deferred Balance except as expressly provided herein in paragraph 8. The Company shall reissue to the Herzings a bill reflecting the Deferred Balance of \$688.83. Said amount shall be charged to the following account: **98134-03117**. This Deferred Balance shall be in addition to any amount incurred by the Herzings for current and future electrical services properly provided to their residence at 193 East Center, Holts Summit, Missouri 65043.

8. The Deferred Balance shall be paid in twenty-four (24) equal installments of **\$28.70** ("the Installment Amount"). Said payments shall commence with the first billing cycle following the Commission's approval of this Proposed Stipulation and

Agreement. No late charges will be charged on the unbilled portion of the Deferred Balance. Late payments of the Installment Amount will result in the assessment of late fees.

9. The Herzings acknowledge that failure to remit Installment Payments as set forth in this Agreement may result in collection proceedings initiated by Company, disconnection or requests for surety deposit, or any other relief authorized by the Commission or any other applicable law.

10. The Staff and OPC have reviewed the terms of this Agreement and have no objections to the specific provisions set forth herein. The Staff and OPC concur that this dispute may be properly and adequately resolved as contemplated by the Proposed Stipulation and Agreement.

III. General Matters

11. This Stipulation and Agreement shall be binding upon the successors and assigns of the Company.

12. This Proposed Stipulation and Agreement is the result of negotiations among the parties and the terms hereof are interdependent. In the event the Commission does not adopt this Stipulation and Agreement in total, then this Stipulation and Agreement shall be void and no party shall be bound by any of the agreements or provisions hereof. The stipulations herein are specific to the resolution of this proceeding, and all stipulations are made without prejudice to the rights of the parties to take other positions in other proceedings.

13. In the event the Commission accepts the specific terms of this Stipulation and Agreement, the parties and participants waive, with respect to the issues resolved herein: their respective rights pursuant to § 536.080 RSMo. 2000, to present testimony, to cross-examine witnesses, and to present oral arguments or written briefs; their respective rights to the reading of the transcript by the Commission pursuant to § 536.080.2 RSMo. 2000; their respective rights to seek rehearing pursuant to § 386.500 RSMo. 2000; and their respective rights to seek judicial review pursuant to § 386.510 RSMo. 2000.

14. The Staff shall have the right to provide, at any agenda meeting at which this Stipulation and 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, provide the other parties to the case with advance notice of when the Staff shall respond to the Commission's request for such explanation once such explanation is requested from Staff. 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.

Respectfully submitted,

**Union Electric Company
d/b/a AmerenUE**

By _____
Veronica Herzing

By *Jason B. Renville*
Associate General Counsel

By _____
Larry Herzing

Complainants

Respondent

OFFICE OF THE PUBLIC COUNSEL

**MISSOURI PUBLIC SERVICE
COMMISSION STAFF**

By _____

By _____

Ameren Services
(314) 554-3183
(314) 554-4014 (f)
sknowles@ameren.com

fu
net 8-5-02
mas
One Ameren Plaza
1901 Chouteau Avenue
PO Box 66149
St. Louis, MO 63166-6149
314.621.3222

August 5, 2002

Larry and Veronica Herzing
193 East Center
Holts Summit, Missouri 65043

**RE: MPSC Case No. EO-2002-409 /
Larry and Veronica Herzing v AmerenUE**



Dear Mr. and Mrs. Herzing:

In prior correspondence I notified you that it was necessary to execute the Stipulation previously agreed to by the parties. In an effort to bring this matter to closure, enclosed please find the Proposed Unanimous Stipulation and Agreement. Please execute and return to me in the enclosed, postage-prepaid envelope and I will circulate the Agreement to the other parties.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Susan B. Knowles".

Susan B. Knowles
Associate General Counsel

SBK:mas
Enclosure

cc: John Coffman (letter)
Bruce Bates (letter)

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

| | | |
|-----------------------------|---|----------------------|
| Larry and Veronica Herzing, |) | |
| |) | |
| Complainants, |) | |
| |) | |
| v. |) | Case No. EC-2002-409 |
| |) | |
| AmerenUE, |) | |
| |) | |
| Respondent. |) | |

PROPOSED UNANIMOUS STIPULATION AND AGREEMENT

COMES NOW, Union Electric Company d/b/a AmerenUE (hereinafter "the Company"), the Staff of the Missouri Public Service Commission (the "Staff"), the Office of the Public Counsel ("OPC"), all by and through their attorneys, and Larry and Veronica Herzing, and state as follows:

I. Procedural History

1. On or about March 2, 2002, Complainants Larry and Veronica Herzing ("the Herzings") filed a complaint with the Missouri Public Service Commission against Respondent Union Electric Company. The Herzings contest electrical charges on rental properties formerly owned by them in Jefferson City, Missouri. On March 20, 2002, the Commission issued its Notice of Complaint.
2. On or about April 19, 2002, the Company filed its Answer.
3. Pursuant to Commission Order, and following a prehearing conference, the Commission directed the Staff to file its Investigative Report which the Staff duly filed on or about June 11, 2002.

4. This matter is set for hearing on September 16, 2002. On or about July 8, 2002, the Herzings and the Company reached an agreement in principle as to the matters set forth in the Complaint.

II. Proposed Stipulation and Agreement

The Parties have reached the following Proposed Stipulation and Agreement:

5. Larry and Veronica Herzing shall dismiss with prejudice their Complaint (Case No. EC-2002-409) currently pending before the Commission.

6. As a full and complete resolution of the billing dispute giving rise to the Herzing's Complaint, the Company and the Herzings agree that the amount owed by the Herzings for electrical service at rental properties formerly owned by the Herzings shall total **\$688.83**. Said amount shall be referred to hereafter as the "Deferred Balance" and reflects, collectively, charges on the following accounts located at rental properties on 1111 W. High Street and 827 Clark Street:

Account Nos.

4163-004-0847-0
4163-004-0848-1
4163-004-0450-1
4163-004-0847-8
4563-016-0142-1
4563-016-2754-8

7. The Company agrees to cancel all late charges previously assessed on said accounts and will forego its right to payment for any other electrical charges attributed to said accounts that are in excess of the Deferred Balance except as expressly provided herein in paragraph 8. The Company shall reissue to the Herzings a bill reflecting the Deferred Balance of \$688.83. Said amount shall be charged to the following account: **98134-03117**. This Deferred Balance shall be in addition to any amount incurred by the Herzings for current and future electrical services properly provided to their residence at 193 East Center, Holts Summit, Missouri 65043.

8. The Deferred Balance shall be paid in twenty-four (24) equal installments of **\$28.70** ("the Installment Amount"). Said payments shall commence with the first billing cycle following the Commission's approval of this Proposed Stipulation and

Agreement. No late charges will be charged on the unbilled portion of the Deferred Balance. Late payments of the Installment Amount will result in the assessment of late fees.

9. The Herzings acknowledge that failure to remit Installment Payments as set forth in this Agreement may result in collection proceedings initiated by Company, disconnection or requests for surety deposit, or any other relief authorized by the Commission or any other applicable law.

10. The Staff and OPC have reviewed the terms of this Agreement and have no objections to the specific provisions set forth herein. The Staff and OPC concur that this dispute may be properly and adequately resolved as contemplated by the Proposed Stipulation and Agreement.

III. General Matters

11. This Stipulation and Agreement shall be binding upon the successors and assigns of the Company.

12. This Proposed Stipulation and Agreement is the result of negotiations among the parties and the terms hereof are interdependent. In the event the Commission does not adopt this Stipulation and Agreement in total, then this Stipulation and Agreement shall be void and no party shall be bound by any of the agreements or provisions hereof. The stipulations herein are specific to the resolution of this proceeding, and all stipulations are made without prejudice to the rights of the parties to take other positions in other proceedings.

13. In the event the Commission accepts the specific terms of this Stipulation and Agreement, the parties and participants waive, with respect to the issues resolved herein: their respective rights pursuant to § 536.080 RSMo. 2000, to present testimony, to cross-examine witnesses, and to present oral arguments or written briefs; their respective rights to the reading of the transcript by the Commission pursuant to § 536.080.2 RSMo. 2000; their respective rights to seek rehearing pursuant to § 386.500 RSMo. 2000; and their respective rights to seek judicial review pursuant to § 386.510 RSMo. 2000.

14. The Staff shall file suggestions or a memorandum in support of this Unanimous Stipulation and Agreement and the other parties shall have the right to file

responsive suggestions or prepared testimony. All responsive suggestions, prepared testimony, or memorandum shall be subject to the terms of any Protective Order that may be entered in this case.

15. The Staff shall have the right to provide, at any agenda meeting at which this Stipulation and 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, provide the other parties to the case with advance notice of when the Staff shall respond to the Commission's request for such explanation once such explanation is requested from Staff. 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.

Respectfully submitted,

**Union Electric Company
d/b/a AmerenUE**

By _____
Veronica Herzing

By _____
Associate General Counsel

By _____
Larry Herzing

Complainants

Respondent

OFFICE OF THE PUBLIC COUNSEL

**MISSOURI PUBLIC SERVICE
COMMISSION STAFF**

By _____

By _____