



**Missouri Public Service Commission**

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May 28, 1999

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Acting Executive Director  
Director, Research and Public Affairs

WESS A. HENDERSON  
Director, Utility Operations

ROBERT SCHALLENBERG  
Director, Utility Services

DONNA M. KOLIAS  
Director, Administration

DALE HARDY ROBERTS  
Secretary/Chief Regulatory Law Judge

DANA K. JOYCE  
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Chair

HAROLD CRUMPTON

CONNIE MURRAY

ROBERT G. SCHEMENAUER

M. DIANNE DRAINER  
Vice Chair

*FILED*  
*RECEIVED* *js*

MAY 28 1999

*Missouri*  
*Public Service Commission*

Mr. Dale Hardy Roberts  
Secretary/Chief Regulatory Law Judge  
Missouri Public Service Commission  
P. O. Box 360  
Jefferson City, MO 65102

RE: Case No. EC-99-327

Dear Mr. Roberts:

Enclosed for filing in the above-captioned case are an original and fourteen (14) conformed copies of a **STIPULATION AND AGREEMENT**.

This filing has been mailed or hand-delivered this date to all counsel of record.

Thank you for your attention to this matter.

Sincerely yours,

Lera L. Shofmwell  
Assistant General Counsel  
(573) 751-7431  
(573) 751-9285 (Fax)

Enclosure  
cc: Counsel of Record

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

In the Matter of the Complaint of the )  
Missouri Coalition for Fair Competition ) Case No. EC-99-327

*FILED*  
*RECEIVED*  
MAY 23 1999  
Records  
Public Service Commission

**STIPULATION AND AGREEMENT**

As a result of discussions among the active parties to Case No. EC-99-327. The signatories hereby submit to the Missouri Public Service Commission ("Commission") for its consideration and approval the following, including actions to be taken by Union Electric Company and its affiliates ("the Company") and the Missouri Coalition for Fair Competition ("Coalition") in settlement of the above styled case:

I. Actions by Union Electric

- A. The Company agrees that, upon execution of this Stipulation and Agreement, it will immediately suspend all marketing activities associated with the On-Call Appliance Plan ("the Plan"), including telemarketing activities, all print advertisements and any other form of advertising or marketing.
- B. Upon approval of this Stipulation by the Commission, the Company will terminate all such marketing activities. Current contracts with customers will be maintained, but the Company will take the necessary steps to terminate all such activity by the end of 1999.
- C. The Company agrees that it will not re-institute the On-Call Appliance Plan, or any similar program offering sales, installation, service or maintenance of residential heating, ventilating and air conditioning service at least through December 31, 2001.
- D. No other current program offered by the Company, other than the On-Call Appliance Plan, will be affected by this Stipulation.
- E. Copies of letters of termination, which are sent to contractors associated with the Plan, will be provided to the Coalition, as evidence of compliance with the terms of this Stipulation.

2. Actions by the Coalition

- A. Upon execution of this Stipulation, the Coalition shall prepare for filing with the Commission, a request to dismiss the complaint which is the basis of this Case No. EC-99-327.
- B. Said request for dismissal shall be filed with the Commission simultaneously with the filing of this Stipulation.
- C. The Coalition shall, in its request, recommend to the Commission that the complaint be dismissed and that no fines be imposed upon the Company.

3. Enforcement of this Agreement

Although the Parties to this Agreement are requesting that this case be dismissed, with no further action being taken by the Commission, the Parties acknowledge that disputes could arise concerning the terms of this Stipulation and Agreement. The Parties agree that such disputes, if any, will be promptly brought to the attention of the Commission, with possible resolution through mediation, as appropriate. If such action is needed, it will be in the form of a new complaint; it will not be necessary to keep the instant case file open.

4. 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 (a) their respective rights, pursuant to Section 536.080.1, RSMo (Supp. 1998), to present testimony, to cross-examine witnesses, and to present oral argument or written briefs; (b) their respective rights to the reading of the transcript by the Commission pursuant to Section 536.080.2 RSMo (Supp. 1998); and (c) their respective rights to seek rehearing pursuant to Section 386.500 RSMo (Supp. 1998) and to seek judicial review pursuant to Section 386.510 RSMo (Supp. 1998).

5. Should the Commission request a presentation concerning the provisions of this Stipulation and Agreement, the parties agree to cooperate with the Staff and with each other in

presenting this Stipulation and Agreement for approval to the Commission and shall take no action, direct or indirect, in opposition to the request for approval of this agreement.

6. This Stipulation and Agreement has resulted from extensive negotiations between the signatories and the terms hereof are interdependent. In the event the Commission does not approve and adopt the Stipulation and Agreement in total, the Stipulation and Agreement shall be void and no signatory shall be bound by any of the agreements or provision hereof.

7. The Staff will file a Memorandum with the Commission that explains Staff's reasons for entering into the Stipulation and Agreement. In addition, Staff will provide to the Commission any further explanation the Commission requests regarding any issue in this case. Any responses or explanations provided by the Staff are its own and are not acquiesced in or otherwise adopted by the other signatories to the Stipulation and Agreement.

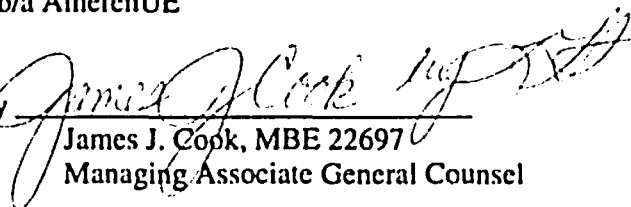
8. If the Commission does not approve this Stipulation and Agreement, the Memorandum shall not bind or prejudice the Staff in this proceeding.

9. Regardless of whether the Commission approves this Stipulation and Agreement, the signatories hereto shall not be bound or prejudiced in any future proceeding by any position taken in this proceeding.

WHEREFORE, the signatories respectfully request the Commission to issue its Order approving the terms of this Stipulation and Agreement as written, in full settlement of all issues in this case.

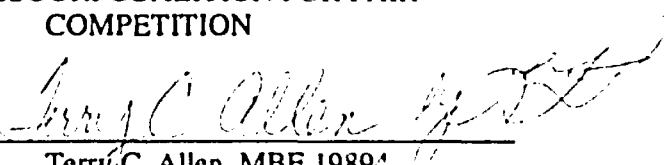
Respectfully submitted,

UNION ELECTRIC COMPANY  
d/b/a AmerenUE

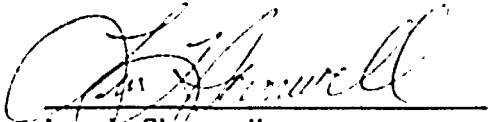
By   
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DATED: 5/28/99, 1999