



3. AmerenUE's tariff provides that customers may be billed for meter rentals. Although certain meters were removed from Conlon's building in 1995, AmerenUE continued to bill Conlon for the rental of those meters for approximately two years. Did AmerenUE's actions in continuing to bill for these meter rental charges constitute a violation of AmerenUE's tariff given that Conlon never paid any of the incorrect charges and also failed to pay for proper meter rental charges?

4. AmerenUE's tariff provides for circumstances when bills can be estimated. AmerenUE estimated some bills to Conlon for electric service due to difficulties beyond AmerenUE's control which were encountered in getting timely meter readings at Conlon's building. Given AmerenUE's difficulty in obtaining timely readings, and given that the estimated bills were properly calculated or were corrected in subsequent billings and, further, given that Conlon did not pay the estimated or corrected bills, was the tariff violated?

5. Conlon contends that some bills contained inaccurate information as to usage and/or demand and were unreasonable. While some of AmerenUE's bills to Conlon contained inaccurate usage and/or demand figures, this was because Conlon's main meter registered usage from a subordinate account, i.e., a tenant of Conlon's. The tenant's usage and demand were subtracted from the main meter readings so the tenant could be billed separately, sometimes resulting in inaccurate usage and/or demand figures. Given that the inaccurate usage figures and/or demand figures did not impact the amount of Conlon's bills, and given that Conlon never paid the bills in question, were the amounts billed by AmerenUE to Conlon unreasonable?

6. AmerenUE's tariff and the Commission's regulations set forth the requirements for notice to a non-residential customer with respect to disconnection of

service. AmerenUE gave notice to Conlon that if payment was not made towards Conlon's delinquent balance within 48 hours of Conlon's receipt of the notice, Conlon's service was subject to disconnection after that time. No payment was made and service was disconnected. Under the circumstances, did AmerenUE's notice violate its tariff or the regulations?

**ORDER OF AMERENUE'S WITNESSES  
AND ORDER OF CROSS EXAMINATION**

AmerenUE submits the following Order of AmerenUE's Witnesses and Order of Cross Examination for the evidentiary hearing to be held in this matter on May 15 and 16, 2002. AmerenUE proposes to call its witnesses, and for the witnesses to be cross-examined, in the following order:

**WITNESS**

**ORDER OF CROSS EXAMINATION**

**AmerenUE**

Dennis W. Henson  
Theodore E. Bequette  
Franklin P. Lefler  
Michael F. Barnes  
James A. O'Connell  
Wilbon L. Cooper  
Dennis E. Voegelé

OPC, Staff, The Conlon Group  
OPC, Staff, The Conlon Group  
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OPC, Staff, The Conlon Group  
OPC, Staff, The Conlon Group

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HERZOG, CREBS & MCGHEE, LLP

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