

Exhibit No.:
Issues: Miscellaneous Tariff Issues
Compliance Tariff and
Sample Contracts
Witness: William "Mack" L. McDuffey
Sponsoring Party: MO PSC Staff
Type of Exhibit: Surrebuttal Testimony
Filee No.: ER-2011-0028
Date Testimony Prepared: April 15, 2011

MISSOURI PUBLIC SERVICE COMMISSION

UTILITY OPERATIONS DIVISION

SURREBUTTAL TESTIMONY

OF

WILLIAM "MACK" L. McDUFFEY

**UNION ELECTRIC COMPANY
d/b/a AMEREN MISSOURI**

FILE NO. ER-2011-0028

*Jefferson City, Missouri
April 2011*

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

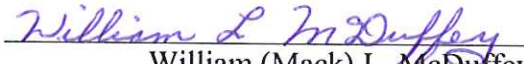
In the Matter of Union Electric Company)
d/b/a AmerenUE's Tariff to Increase its)
Annual Revenues for Electric Service)

File No. ER-2011-0028

AFFIDAVIT OF WILLIAM (MACK) L. McDUFFEY

STATE OF MISSOURI)
) ss
COUNTY OF COLE)

William (Mack) L. McDuffey, of lawful age, on his oath states: that he has participated in the preparation of the following Surrebuttal Testimony in question and answer form, consisting of 3 pages of Surrebuttal Testimony to be presented in the above case, that the answers in the following Surrebuttal Testimony were given by him; that he has knowledge of the matters set forth in such answers; and that such matters are true to the best of his knowledge and belief.


William (Mack) L. McDuffey

Subscribed and sworn to before me this 13th day of April, 2011.




Notary Public

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OF

WILLIAM "MACK" L. McDUFFEY

**UNION ELECTRIC
d/b/a AMEREN MISSOURI**

FILE NO. ER-2011-0028

14 Q. Please state your name and business address.

15 A. William "Mack" L. McDuffey, 200 Madison Street, Jefferson City, Missouri
16 65101.

17 Q. Are you the same William L. McDuffey that contributed to the Staff's Rate
18 Design And Class Cost-Of-Service Report on February 10, 2011 in this case?

19 A. Yes.

20 Q. What is the purpose of your Surrebuttal Testimony in this case?

21 A. The purpose of my Surrebuttal Testimony is to state: 1) Staff is in agreement
22 with Ameren Missouri's proposal to file a new electric rate schedule under a single tariff
23 designation within one hundred eighty (180) days of the effective date of new rates granted in
24 this case; and 2) clarify Staff's position regarding its recommendation that Ameren Missouri
include a specimen lighting contract in its tariff.

25 **COMPLIANCE TARIFF**

26 Q. What is Ameren Missouri's position regarding the compliance filing of
27 Ameren Missouri's entire tariff?

28 A. In his Rebuttal Testimony, Mr. Cooper states that the Company would prefer
29 to provide the Staff a draft new electric rate schedule that accommodates Staff's

Surrebuttal Testimony of
William "Mack" L. McDuffey

1 recommendation within one hundred twenty (120) days of the effective date of new rates in
2 this case. Staff could then conduct a comprehensive review of these draft tariffs and provide
3 feedback to the Company. The Company and Staff would then work collaboratively to file
4 the new electric rate schedule within one hundred-eighty (180) days of the effective date of
5 new rates granted in this case.

6 Q. Do you find Ameren Missouri's position as stated above acceptable?

7 A. Yes.

8 **SAMPLE CONTRACT**

9 Q. What is Ameren Missouri's position regarding the inclusion of sample
10 contracts for lighting service in its tariff?

11 A. Ameren Missouri alleges that the approach recommended by Staff would be
12 duplicative with a total of four sample contracts: (1) municipal; (2) non-municipal service and
13 then; (3) company-owned; and (4) customer-owned lighting. It is Mr. Cooper's testimony
14 that this may be confusing and wasteful

15 Q. Do you agree with Ameren Missouri's position?

16 A. No, Ameren Missouri has mischaracterized my recommendation and its intent.

17 Q. What was the intent of your Direct Testimony to include sample contracts for
18 lighting service in its tariff?

19 A. First, my testimony pertains only to the private area lighting service and not
20 the municipal lighting service which would reduce the number of contracts from four (4) to
21 two (2). Secondly, the intent of my testimony is that Ameren Missouri would have one (1)
22 contract on which the selection of either the company-owned or the customer-owned lighting
23 service could be designated.

Surrebuttal Testimony of
William "Mack" L. McDuffey

1 Q. Does Ameren Missouri presently require a contract for private area lighting
2 service with their customers?

3 A. No, Mr. Cooper has informed Staff that Ameren Missouri does not use
4 contracts when providing private area lighting service.

5 Q. What is Staff's position relating to the provision of a sample private area
6 lighting service contract in the tariff if Ameren Missouri does not presently provide a written
7 contract?

8 A. Since Ameren Missouri is presently providing private area lighting service
9 without a contract, Staff does not recommend that Ameren Missouri develop a private area
10 lighting contract just to satisfy Staff's earlier recommendation to have a contract in their tariff.
11 However, if in the future Ameren Missouri starts requiring a private area lighting written
12 contract for service, then Staff recommends Ameren Missouri include that contract in its
13 tariff.

14 Q. Does this conclude your Surrebuttal Testimony?

15 A. Yes, it does.