Exhibit No. 56

Ameren Missouri – Exhibit 56
Kelsey Ann Klein
Surrebuttal Testimony (Gas)
File Nos. ER-2021-0240 & GR-2021-0241

Exhibit No.:	056
Issue(s):	Billing Units and Tariffs
Witness:	Kelsey Ann Klein
Type of Exhibit:	Surrebuttal Testimony
Sponsoring Party:	Union Electric Company
File No.:	GR-2021-0241
Date Testimony Prepared:	November 5, 2021

MISSOURI PUBLIC SERVICE COMMISSION

FILE NO. GR-2021-0241

SURREBUTTAL TESTIMONY

OF

KELSEY ANN KLEIN

ON

BEHALF OF

UNION ELECTRIC COMPANY

D/B/A AMEREN MISSOURI

St. Louis, Missouri
November 5, 2021

TABLE OF CONTENTS

SURREBUTTAL TESTIMONY

OF

KELSEY ANN KLEIN

FILE NO. GR-2021-0241

I. INTRODUCTION

Q. Please state your name and business address.

A. My name is Kelsey Ann Klein. My business address is One Ameren Plaza, 1901 Chouteau Ave., St. Louis, Missouri.

Q. Are you the same Kelsey Ann Klein that submitted direct and rebuttal testimony in this case?

A. Yes, I am.

Q. To what testimony or issues are you responding?

A. I provide true-up summary revenues from our customer billing units. I also respond to Staff witness Joel McNutt's rebuttal testimony concerning documentation requirements for current and future Special Contract customers.

II. BILLING UNITS UPDATED THROUGH TRUE-UP PERIOD

Q. How are the billing units adjusted for true-up?

A. The billing units were updated to reflect the actual customer counts from May – September 2021 in our updated test year. Based on the actual customer counts for each rate class that were updated, there was an overall decrease in total normalized revenues of $150,814 as summarized in Table 1 on the following page.

Table 1 – Billing Unit True-Up Revenue Summary

Rate Class	Updated Test Year Revenues thru April 2021	True-Up Normalized Revenues	Difference in Normalized Revenues
Residential	$45,542,921	$45,478,115	($64,805)
General Service	$15,607,858	$15,548,270	($59,587)
Interruptible Service	$401,190	$369,245	($31,945)
Standard Transport	$8,827,679	$8,825,828	($1,851)
Large Transport	$4,990,735	$4,998,110	$7,375
Special Contract	$395,667	$395,667	$ -
Total	**$75,766,049**	**$75,615,235**	**($150,814)**

Q. In the Interruptible Service rate class, why were all of the Panhandle Eastern Pipeline Company ("Panhandle Eastern") customers removed from the corresponding billing unit workpaper?

A. Since May 2021, all three of the Panhandle Eastern Interruptible Service customers either switched to the General Service customer class or closed their account. The customer who ceased service had their usage through the updated test year removed. The two customers that switched to the General Service class had their usage through the updated test year moved to the General Service billing unit data. These changes are highlighted in both the General Service and Interruptible Service billing unit workpapers provided to Staff in response to Data Request MPSC 0285 TU.

III. SPECIAL CONTRACTS

Q. Does the Company support the increased customer qualifications for Special Contracts proposed by Staff?

A. No. In accordance with the Company's commitment in the First Amended Nonunanimous Stipulation and Agreement from the Company's last gas rate review case, File

No. GR-2019-0077, the Company provides evidence of needs of Special Contracts in each future rate case, which is really confirmation that no material change in circumstances (such as the location of the nearby pipeline offering a viable bypass option) has occurred. The Company has existing, long-term contracts with each Special Contract customer that do not include any special documentation provisions. To try to impose such new documentation requirements as "a detailed estimate of the cost to bypass" be provided by the customer to the Company, especially when confirmation that no material change in circumstances has occurred is already being provided by the Company, is likely to trigger confusion by customers and customer concerns of arbitrary new requirements being forced upon them without any new benefit to them.

Each potential Special Contract customer has individual needs and requirements in order to agree to stay on our system, which are assessed when the Special Contract is initiated. It is in the Company's own interest to ensure customers, at a minimum, have marginal revenues that meet or exceed marginal costs. Customers' marginal costs are already evaluated and assessed on a case-by-case basis to ensure a negotiated, discounted rate agreed to is still marginally beneficial to the Company and its other customers if we were to keep the customer on the system. Staff does not allege that such marginal benefits to other customers disappear over time.

Q. Does this conclude your surrebuttal testimony?

A. Yes, it does.

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of Union Electric Company d/b/a Ameren Missouri's Tariffs to Adjust Its Revenues for Gas Service.	)))	Case No. GR-2021-0241

AFFIDAVIT OF KELSEY ANN KLEIN

STATE OF MISSOURI)
) ss
CITY OF ST. LOUIS)

Kelsey Ann Klein, being first duly sworn on her oath, states:

My name is Kelsey Ann Klein, and on her oath declare that she is of sound mind and lawful age; that she has prepared the foregoing *Surrebuttal Testimony*; and further, under the penalty of perjury, that the same is true and correct to the best of my knowledge and belief.

Kelsey Ann Klein
Kelsey Ann Klein

Sworn to me this 1st day of November, 2021.