Appendix C
Issue: Revised Tariffs To Increase Annual Revenues for Natural Gas Service
Witness: Louie R. Ervin Sr.
Sponsoring Party: Missouri School Boards' Association
Case No.: GR-2014-0086
Date: May 30, 2014

**MISSOURI PUBLIC SERVICE COMMISSION**

**CASE NO. GR-2014-0086**

**APPENDIX C**

**DATA REQUEST #37 RESPONSE**

**ON BEHALF OF**

**MISSOURI SCHOOL BOARDS' ASSOCIATION**

**Jefferson City, Missouri**
**May 30, 2014**

## Missouri School Board Association

## Data Request

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|---|---|
| **Data Request No.** | 37 |
| **Company Name** | Summit Natural Gas of Missouri, Inc. |
| **Case/Tracking No.** | GR-2014-0086 |
| **Date Requested** | 4/28/2014 |
| **Requested From** | Dean Cooper/Summit Natural Gas of Missouri, Inc. (the "Company") |
| **Requested By** | Richard S. Brownlee III, Louie Ervin/Missouri School Board's Association ("MSBA") |
| **Description** | Reference Moorman direct testimony page 15 beginning at line 25.<br>a. Is company proposing that transporting schools be required to have daily telemetry?<br>b. If telemetry is proposed as a requirement for transporting schools, provide the statutory basis for such.<br>c. If daily telemetry is not proposed as a requirement for transporting schools but instead have monthly metering, are the proposed imbalance cashout provisions per Original Sheet No. 36 limited for school districts to Tier 1 for both positive and negative imbalances?<br>d. When negative imbalances are incurred, does the Company provide the imbalance volumes from storage and/or purchases during the month incurred?<br>e. When positive imbalances are incurred, does the Company inject the imbalance volumes into storage and/or provide it to sales customers during the month incurred?<br>f. When positive/negative imbalance volumes are incurred, are the volumes injected into/withdraw from storage or provided to or made up from sales service supply? If yes, then explain why there is a need for the "Currently in effect Purchase Gas Adjustment (PGA) to be applicable to schools for the Cashout Price Determinant?<br>g. Does the PGA have any components that are not actual costs for the month in which an imbalance is incurred? If yes, what are those cost components and why would out-of- month costs be applicable to the monthly imbalances in the month in which they are created?<br>h. Would the Company agree to eliminate the PGA as a possible third Cashout Price Determinant? If not, explain when and under what conditions it would be applicable. |
| **Due Date** | 5/14/2014 |
| **Security** | Public |

**RESPONSE:**

**(a) No**

**(b) not applicable**

**(c)** Due to the non-telemetered nature of MSBA's participating schools, the Tier 1 Cashout limits for MSBA is the intended practice and is made available via Sheet No. 37 which states "Company reserves the right to, and at its sole discretion, enter into separate Imbalance Agreements with Shipper(s) that take into consideration special circumstances". As such, a separate Imbalance Agreement should be established between the Company and MSBA reflecting this Tier 1 limitation.

**(d) – (f)** MSBA's, along with its other Shippers' imbalances, whether positive or negative, are absorbed within the Company's overall imbalance with the upstream pipeline. As such, the Company's ongoing efforts to manage its own imbalance may determine the use of storage injections/withdrawals and/or gas supply procurement decisions. Also, the currently effective PGA may be considered a Cashout Price Determinant to the extent Company's Sales Customers are minimally kept whole from any Shipper's (including MSBA's) imbalance management activity.

**(g)** No

**(h)** Company desires to maintain the PGA as a possible Cashout Price determinant as described in the last sentence of the (d) – (f) response above.

Response Provided by: Renato Nitura