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STATE OF MISSOURI  
PUBLIC SERVICE COMMISSION  
  
TRANSCRIPT OF PROCEEDINGS  
On-the-Record Presentation  
April 22, 2014  
Jefferson City, Missouri  
Volume 10  
HEARING

In the Matter of the General )  
Rate Increase Tariffs for )  
Missouri Gas Energy, a Division) File No.  
Of Laclede Gas Company ) GR-2014-0007

KENNARD L. JONES, Presiding,  
SENIOR REGULATORY LAW JUDGE.  
  
ROBERT S. KENNEY, Chairman  
STEPHEN M. STOLL,  
WILLIAM KENNEY,  
DANIEL Y. HALL,  
SCOTT RUPP,  
COMMISSIONERS.

REPORTED BY:  
KELLENE K. FEDDERSEN, CSR, RPR, CCR NO. 838  
MIDWEST LITIGATION SERVICES

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APPEARANCES:

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FOR: Staff of the Missouri Public  
Service Commission.

1 P R O C E E D I N G S

2 (WHEREUPON, the on-the-record  
3 presentation began at 2:00 p.m.)

4 JUDGE JONES: Let's go ahead and go  
5 on the record. It's 2 p.m. My name is Kennard  
6 Jones. I'm the Regulatory Law Judge presiding  
7 over this matter. This is Case No. GR-2014-0007,  
8 in the matter of Missouri Gas Energy's filing of  
9 revised tariffs to increase its annual revenue for  
10 natural gas service.

11 At this moment let's take entries of  
12 appearances, beginning with Laclede Gas.

13 MR. ZUCKER: Rick Zucker, 720 Olive  
14 Street, St. Louis, Missouri 63101, appearing for  
15 Laclede Gas and Missouri Gas Energy.

16 JUDGE JONES: And the Office of the  
17 Public Counsel.

18 MR. POSTON: Thank you, Judge. Marc  
19 Poston appearing for the Office of the Public  
20 Counsel.

21 JUDGE JONES: Staff of the  
22 Commission.

23 MR. BORGMEYER: Yes. Thank you, your  
24 Honor. Appearing on behalf of the Staff of the  
25 Missouri Public Service Commission, my name is John

1 Borgmeyer, P.O. Box 360, Jefferson City, Missouri  
2 65101.

3 JUDGE JONES: Missouri Department of  
4 Economic Development, Division of Energy.

5 MR. KNEE: On behalf of the Division  
6 of Energy, Jeremy Knee, P.O. Box 1157,  
7 Jefferson City, Missouri 65102.

8 JUDGE JONES: Thank you. Midwest Gas  
9 Users Association and US Gypsum.

10 MR. CONRAD: Your Honor, let the  
11 record show, please, the appearance of Stuart W.  
12 Conrad, law firm of Finnegan, Conrad & Peterson,  
13 3100 Broadway, K.C., Missouri 64111. I have not  
14 yet but I will provide that same information to the  
15 court reporter.

16 JUDGE JONES: Thank you, Mr. Conrad.  
17 Consumers Council of Missouri and AARP.

18 MR. COFFMAN: Good afternoon. My  
19 name is John B. Coffman. I'm appearing on behalf  
20 of the Consumers Council of Missouri, also on  
21 behalf of AARP, 871 Tuxedo Boulevard, St. Louis,  
22 Missouri 63119.

23 JUDGE JONES: And the City of  
24 Kansas City? And is there any other -- I don't  
25 note anyone here for the City of Kansas City, but

1 is there anyone who has -- who's a party who I did  
2 not call?

3 (No response.)

4 JUDGE JONES: Okay. Did any  
5 Commissioner want to make any statements before we  
6 continue?

7 CHAIRMAN KENNEY: Well, and questions  
8 simultaneously?

9 JUDGE JONES: Well, I'm going to have  
10 MGE do an opening.

11 CHAIRMAN KENNEY: I'll wait until  
12 after that.

13 JUDGE JONES: And Missouri Gas  
14 Energy, you have a presentation you'd like to make?

15 MR. ZUCKER: Yes, your Honor.

16 JUDGE JONES: Please proceed with  
17 that. Thank you.

18 MR. ZUCKER: May it please the  
19 Commission? My name is Rick Zucker. I'm Associate  
20 General Counsel for Missouri Gas Energy, and we're  
21 here today with a Stipulation & Agreement that's  
22 been reached by all parties in the case or not  
23 opposed by parties in the case.

24 Let me start by introducing my  
25 colleagues who are here to help answer any

1 questions you may have. In no particular order,  
2 but first of course is our Senior Vice President  
3 and General Counsel and Chief Compliance Officer  
4 Mr. Mark Darrell. Mark's in the gold and black  
5 Mizzou tie.

6           Second is Mike Pendergast. Mike is a  
7 former member of the Commission Staff, a lawyer,  
8 former lawyer with OPC, and for more than 20 years  
9 has represented Laclede Gas in both a legal and  
10 regulatory capacity. Mike was our chief negotiator  
11 in this case, and I feel safe in saying that we  
12 wouldn't be standing here before you today with a  
13 settlement if not for Mike's efforts in satisfying  
14 the varying interests and needs of the diverse  
15 parties to this case.

16           Also here today is Mike Noack in the  
17 blue shirt and tie. Mike is Director of Pricing  
18 and Regulatory Affairs for MGE. Mike is a jack of  
19 many trades and a master of all of them. And I  
20 like to say, if you go to MGE's offices and open a  
21 door, the odds are pretty good you'll find Mike  
22 Noack behind it.

23           Next is Glen Buck in the white shirt  
24 there. Glen is our Director of Regulatory and  
25 Finance. He is a longtime member of the finance

1 department at Laclede, but he has such a great  
2 aptitude and interest in regulatory affairs that we  
3 plucked him out of finance and he is now -- now  
4 serves full-time in the regulatory group where he  
5 brings both his finance and regulatory talents.

6 We also have -- is Larry Pleus here?  
7 Nope. Larry's not in the room at the moment, but  
8 he's our Director of Government and Legislative  
9 Affairs. He may not be as qualified to answer rate  
10 case questions as these other fellows that I've  
11 introduced, but if you have a UtiliCare funding  
12 question, I think he can help. He has spent a lot  
13 of time at the Legislature getting UtiliCare  
14 funding for our more vulnerable customer group.

15 Finally, I would like to mention that  
16 Todd Jacobs, who couldn't be here today, is  
17 Associate General Counsel for MGE, and we are  
18 losing Todd next month to Kansas. He will be  
19 running the Black Hills Corporation Kansas gas  
20 utility. Todd has been a great asset for MGE over  
21 the past several years and for Laclede over the  
22 past several months, and we congratulate him on his  
23 new position and wish him well in all of his future  
24 endeavors.

25 Okay. Let me get to the headline for

1 this settlement, and that is that, if you approve  
2 it, MGE's customer rates next month will be roughly  
3 the same as they are today. So as the company's  
4 ISRS rates are reset to zero, the increased revenue  
5 requirement of 7.8 million will effectively replace  
6 those ISRS revenues. So, in effect, we're keeping  
7 rates flat to where they are today.

8           And if you look back to four years  
9 ago when MGE last had a rate case, they came out of  
10 a rate case in early 2010, the increase of  
11 7.8 million represents a 4 percent increase from  
12 the last rate case. So 4 percent over four years,  
13 that's easy math to do. It comes to 1 percent per  
14 year.

15           Now, gas utilities have been an  
16 inclining cost industry for many years, and in  
17 their last three rate cases MGE has been granted  
18 increases of 22 million, 27 million and 16 million.  
19 Given this history, we are pleased to be able to  
20 deliver this result in this Stipulation & Agreement  
21 for our MGE customers.

22           Let's talk about the Stipulation &  
23 Agreement briefly. It has been signed by MGE,  
24 Staff, Office of Public Counsel, the Division of  
25 Energy and the Midwest Gas Users Association. The



1 remaining parties, AARP, Consumers Council of  
2 Missouri and the City of Kansas City, have agreed  
3 not to oppose it.

4 In addition to the base rate increase  
5 we just discussed, the stipulation has several  
6 other noteworthy terms, and I'd like to highlight a  
7 few of them.

8 First, rate design. Today MGE's  
9 residential customers and small commercial  
10 customers pay their delivery charges to MGE  
11 entirely through a fixed customer charge. There is  
12 no usage charge. If approved, on May 1st that  
13 charge will be \$27.87 per month for residential  
14 customers and \$40.74 for commercial customers.

15 On October 1st, we will reduce these  
16 fixed monthly charges for both these customer  
17 groups by about 17 percent. That 17 percent will  
18 be replaced by a usage charge, and we will -- and  
19 MGE charges that per hundred cubic feet of gas or  
20 CCF.

21 The reduced fixed charge was a  
22 compromise among the parties to reach an agreement  
23 on how customers are to be charged. But in  
24 determining optimal rate designs for the future,  
25 the parties felt like some data gathering was in

1 order. And so the stipulation provides that over  
2 the next 18 months we're going to look at how rate  
3 designs affect different demographic groups, for  
4 example, low-income customers, and we're going to  
5 produce a report based on that -- on that data.

6 The second thing I'd like to talk  
7 about is the Kansas storage gas property tax. The  
8 State of Kansas has tried to pass legislation to  
9 tax gas in storage in their state for at least the  
10 past 15 years. MGE has fought this legislation at  
11 every turn and has challenged it in the courts and  
12 on appeal and won twice in a row.

13 Each victory by MGE and their  
14 consortium was followed by another change in the  
15 law as the Kansas legislature tried to write a law  
16 that would stick. The latest attempt by the Kansas  
17 legislature was in 2009, and MGE has also  
18 challenged that, and that has gone up on appeal.

19 However, this time, in December of  
20 2013, the Kansas Supreme Court upheld the tax as  
21 against utilities like MGE. Rather than surrender,  
22 MGE has hired topnotch attorneys to take one last  
23 shot at it by appealing to the United States  
24 Supreme Court. And we have filed our request for  
25 certiorari to that court, and we're awaiting the

1 U.S. Supreme Court's response.

2                   Meanwhile, since 2009 this tax has  
3 grown to an uncomfortably large amount, and the  
4 parties thought that this was a good time to begin  
5 collection of the tax and so that an amount to  
6 collect both the back taxes from 2009 and a current  
7 amount going forward is in rates.

8                   Now, if MGE loses their appeal to the  
9 United States Supreme Court, the customers will  
10 already be paying the tax, and so all it will need  
11 to do -- all we'll need to do is true it up to  
12 actual payment.

13                   If MGE wins on appeal, however, we  
14 have agreed and will be glad to refund that money,  
15 and we -- that we -- that we would have collected  
16 from ratepayers, and we've even agreed to file a  
17 special tariff at that time that will allow us to  
18 refund the money faster than we otherwise would.  
19 In other words, instead of waiting for the next  
20 rate case, we'll file a tariff asking the  
21 Commission's permission to give that money back  
22 right away.

23                   So hopefully we will win on that  
24 appeal at the United States Supreme Court and be  
25 able to bring good news to our customers.

1                   Next I would like to talk about  
2 energy efficiency programs. We've made a number of  
3 changes to MGE's energy efficiency platform in this  
4 case. First, we are going to continue to fund  
5 low-income weatherization at \$750,000.

6                   Second, we are going to blend the  
7 Laclede and MGE energy efficiency programs together  
8 for administrative purposes. In other words, we'll  
9 hold meetings at the same time and we'll do reports  
10 in the same way, and that is to gain administrative  
11 efficiencies.

12                  Third, we are adding Laclede's  
13 commercial and industrial measures, rebate measures  
14 to MGE's energy efficiency programs. So MGE will  
15 have -- once that's done, MGE will have its own  
16 residential program that it has today, and it will  
17 be adopting Laclede's commercial and industrial  
18 energy efficiency programs, and we think that will  
19 help MGE reach its target goal for energy  
20 efficiency spending, that goal being a half percent  
21 of MGE's gross revenues, which comes to  
22 \$2.65 million. We think with these new programs,  
23 MGE will be able to meet that target.

24                  The final change to the energy  
25 efficiency program is we are adding the Midwest Gas

1 Users Association as a member of MGE's energy  
2 efficiency collaborative. And I see Stu Conrad  
3 nodding back there, so I know I got that one right.

4 Next matter, low-income programs. In  
5 addition to low-income weatherization, we have two  
6 other programs to address to help our low-income  
7 customers. First we have a one-time, temporary  
8 low-income energy affordability program which will  
9 address the problems caused by the unusually harsh  
10 weather this past winter.

11 This program -- this program will  
12 help customers reduce large balances they may have  
13 incurred over the winter and get back on track with  
14 a payment plan that they could follow during the  
15 summer and into the early fall.

16 Between this program and -- which  
17 we're going to fund up to \$400,000, and the  
18 UtiliCare funding which the Laclede/MGE team has  
19 worked very hard to obtain and is still working on,  
20 between those two we hope that many low-income  
21 customers can get back on solid footing heading  
22 into next winter.

23 The second low-income program I'd  
24 like to talk about is one we call a Red Tag  
25 Program. This is meant to apply usually in the

1 fall and early winter, and it is for again income-  
2 eligible customers who have managed to get either a  
3 Cold Weather Rule initial payment made or have  
4 their balance paid down or otherwise have qualified  
5 for service, but when we come out to turn on the  
6 service, their furnace is not working right, their  
7 piping isn't holding pressure or for some other  
8 reason we have to -- we're not able to turn on the  
9 service that they've gone to a lot of trouble to  
10 scrape up the money to qualify for, and so normally  
11 we would have to leave a red tag and leave the  
12 service off and they wouldn't be able to get heat  
13 to their homes.

14                   This Red Tag Program provides up to  
15 \$450 for the customer to hire a qualified HVAC  
16 contractor to repair the appliance so they can get  
17 the service that they have paid to get turned on.

18                   Finally -- well, not quite finally,  
19 but next I would like to talk about the MGE call  
20 center, which is an issue that was addressed in the  
21 Stipulation & Agreement. You may have heard on the  
22 news that the future of the call center is at  
23 issue. That matter along with other labor issues  
24 are being negotiated between the union and MGE as  
25 we speak. The union is the IBEW.

1 I don't want to discuss matters that  
2 are currently the subject of collective bargaining,  
3 but I will note that the point of the paragraphs in  
4 the stipulation are so that Staff can receive  
5 notice of outsourcing of call center and billing  
6 functions, can receive data, get reports, hold  
7 meetings and make sure that if MGE does outsource  
8 that function, the quality of service is  
9 maintained.

10 Okay. One last thing I would like to  
11 report that is not stipulation-based is about the  
12 PGA, the gas cost part. Let's see. Ameren has  
13 raised -- has had to raise their PGA gas rate, as  
14 has Laclede, and that's because of higher gas costs  
15 that have taken place this past winter.

16 Laclede raised their PGA in March,  
17 and that broke a six-year winning streak that we  
18 had in reducing PGA rates. We reduced them six  
19 years in a row on our ACA filings in October and  
20 November. But in March Laclede had to raise rates  
21 and that's because of, again, higher gas prices.

22 MGE has also experienced those higher  
23 gas prices. And in addition, their main pipeline  
24 supplier, Southern Star, has just -- is in the  
25 process of winding up a rate case in which they're

1 getting a healthy increase, and that's a rate case  
2 in which the Missouri Commission participated in.  
3 And Southern Star's getting much less of an  
4 increase than they asked for but, as I said, still  
5 a pretty healthy increase. And in addition to  
6 higher gas prices, that's causing MGE's gas cost to  
7 go up.

8                   So sometime here in the near future  
9 MGE's going to have to file for a PGA rate  
10 increase, and I just wanted to address that so it  
11 didn't come as a surprise later.

12                   In summary, Laclede didn't want to  
13 bring this rate case two weeks after we became the  
14 owners of MGE. We would have much preferred that  
15 Southern Union took care of that business and set a  
16 baseline before we took over ownership, but that  
17 wasn't the case. It didn't happen that way, and so  
18 given the fact that we had to file a rate case  
19 because of the ISRS laws, we're glad that it came  
20 out in a way that's easier on the pocketbooks of  
21 our customers.

22                   So in conclusion, we ask that you  
23 approve the Stipulation & Agreement effective  
24 May 1st, 2014. Thank you very much.

25                   JUDGE JONES: Thank you, Mr. Zucker.



1 Is there any other party who would like to make a  
2 presentation before we go on to questions from the  
3 Commissioners?

4 MR. BORGMEYER: I'll just say just a  
5 few words, if that's okay.

6 JUDGE JONES: Go right ahead.

7 MR. BORGMEYER: All right. Thank  
8 you, Judge. I just wanted to take a few minutes to  
9 describe what Staff did in this case.

10 The company filed its case on  
11 September 16th, and the Commission ordered a test  
12 year consisting of the 12 months ended  
13 September 30th, 2013. So that test year was the  
14 basis for Staff's audit of the company.

15 Staff conducted a full audit of the  
16 company's entire regulated operations. I just  
17 wanted to give a little credit. There's a number  
18 of Staff people here. Mr. Cary Featherstone and  
19 Ms. Kim Cox were the case coordinators, and  
20 conducting a full audit of the company's operations  
21 on that kind of rate case time schedule is a pretty  
22 huge undertaking, and there's a lot of hours that  
23 Staff put in to make that happen. So it's a  
24 valuable service that they perform, and I just  
25 wanted to give them some credit for the hard work

1 that they did on this case.

2 So the results of that audit were  
3 filed as Staff's cost of service report on  
4 January 29th, and then Staff conducted a true-up  
5 audit through December 31st, 2013 to reflect the  
6 latest information available. In that true-up  
7 Staff updated its case to reflect updated  
8 information for items like gas storage inventory,  
9 cash working capital, pension expense, deferred  
10 taxes, payroll and other items.

11 And I wanted to point out that  
12 Staff's case includes all the company's ISRS  
13 revenue and all of their plant in service additions  
14 up to December 31st. So you'll see a provision in  
15 the Stipulation & Agreement where the next ISRS  
16 will pick up on December 31st, and so there's a  
17 continuity of recovery there for those  
18 infrastructure replacements.

19 And as a result of that true-up,  
20 Staff's latest testimony recommended a gross  
21 revenue requirement increase of about \$3.7 million,  
22 and the 7.8 million increase agreed to in this case  
23 reflects negotiations by all the parties, and I  
24 think in Staff's view it represents a just and  
25 reasonable result for the company and its

1 customers. Thank you.

2 JUDGE JONES: Thank you,  
3 Mr. Borgmeyer.

4 Okay. Let's start with questions.  
5 Chairman Kenney.

6 CHAIRMAN KENNEY: Good afternoon,  
7 everybody. Let me just thank Staff and the Company  
8 and Office of the Public Counsel and all the  
9 intervenors for their, I think as Mr. Borgmeyer  
10 correctly pointed out, their huge task. It's a  
11 Herculean undertaking for our Staff and for all of  
12 the other participants.

13 And so thank you for the effort that  
14 you've put in to arriving at this conclusion and  
15 the result that you've ultimately reached that is  
16 supported by all the parties or not opposed by any  
17 of the parties. I think that that in and of itself  
18 is to be commended and acknowledged.

19 So, with that, I'm going to ask my  
20 questions to all the parties, and whomever among  
21 you thinks is the most appropriate to respond can.

22 My first question, though, is about  
23 the rate design, and I was looking back at the  
24 Report and Order from the 2010 rate case, and we  
25 spent a lot of time talking about the straight

1 fixed variable rate design. And this is different  
2 from that, and it's different, I think, than what  
3 the company initially proposed in its initial  
4 filing.

5 So my first question is, with respect  
6 to the fixed charge, what percentage of the  
7 company's non-gas fixed costs are being recovered  
8 through that fixed charge, if you're able to say?

9 MR. ZUCKER: Well, Commissioner,  
10 right now 100 percent.

11 CHAIRMAN KENNEY: Under the current  
12 rate design?

13 MR. ZUCKER: Under the current rate  
14 design.

15 CHAIRMAN KENNEY: Right. But under  
16 this new proposed rate design?

17 MR. ZUCKER: You know, from the  
18 residential and small commercial class, the fixed  
19 amount is being reduced 17 percent. So that means  
20 that 83 percent is still being recovered from that  
21 class. However, there are other classes, the  
22 large general service and the large volume class,  
23 and they may have a different percentage.

24 So I'm not exactly sure what the  
25 whole answer is, but from the standpoint of the

1 residential and small commercial, which is the bulk  
2 of the customers, about 83 percent of distribution  
3 charges are being collected through the fixed  
4 charge.

5 CHAIRMAN KENNEY: And the SGS class,  
6 is that the same as well, about 83 percent?

7 MR. ZUCKER: Yes. The small  
8 commercial -- SGS stands for small general service,  
9 which is small commercial customers, and they're  
10 also at 83.

11 CHAIRMAN KENNEY: And we talked a lot  
12 in the last Report and Order about the relationship  
13 between rate design and the incentive to promote  
14 energy efficiency. Can you comment on how and to  
15 what extent this will or will not continue to  
16 incentivize the promotion of energy efficiency  
17 programs?

18 MR. PENDERGAST: Chairman, if I  
19 could, we thought that making what we considered to  
20 be a moderate but not insignificant reduction in  
21 the customer charge or the fixed monthly charge was  
22 one we could do without sacrificing our incentive  
23 to actively promote energy efficiency. In fact,  
24 we've actually expanded that effort in this case.

25 I think that what I'm most excited

1 about, if you look at the history of straight fixed  
2 variable rate design, for one reason or another  
3 we've managed to go ahead and come to an agreeable  
4 rate design on the eastern side of the state over  
5 the last ten years, one that has a volumetric  
6 component and other features that provide some  
7 level of protection from weather variations.

8           And really one of the goals here was  
9 to see if we could move the MGE a bit closer to the  
10 Laclede rate design, which by having a variable  
11 component it now is.

12           But I think the most exciting thing  
13 about it, and Mr. Zucker referenced this in this  
14 comments, the parties have agreed to sit down out  
15 of the heat and tension of a rate case and work on  
16 preparing a report that will examine a lot of  
17 demographic issues, data collection and so forth  
18 and so on, so that hopefully in the next rate case  
19 we'll be in a position to come forward with perhaps  
20 a joint proposal on how to handle these rate design  
21 issues in the future.

22           From the company's perspective, it is  
23 partially about being able to have some protection  
24 from the variability of weather. And I'm  
25 optimistic that we'll be able to go ahead and find

1 common ground on that.

2 CHAIRMAN KENNEY: That actually --  
3 that's a good segue into my next question. The  
4 18 months of data gathering, will that be the  
5 combined service territories of Laclede or just the  
6 MGE?

7 MR. PENDERGAST: Well, I think the  
8 idea was to go ahead and do it for MGE, but we're  
9 certainly open, since we're looking for a common  
10 solution, to doing it in both places. I think we  
11 already have some additional data that MGE didn't  
12 because we've been operating under that kind of  
13 rate design. So I think -- I think having that  
14 effort apply to both makes sense.

15 CHAIRMAN KENNEY: I have some  
16 questions, some specific questions about some of  
17 the provisions in the Stipulation & Agreement. So  
18 I'm just going to go through them as I've tabbed  
19 them.

20 So page 5, the tariff modifications,  
21 4B that discusses the Red Tag Program under which  
22 the company can make minimal repairs for customer  
23 piping or equipment, and I know, Mr. Zucker, you  
24 talked a little bit about that in your opening  
25 remarks. What's contemplated by minimal repairs?

1 Is it a dollar amount or is it the, you know, the  
2 complexity of the repair that needs to be made?

3 MR. ZUCKER: Yeah. It's both a  
4 dollar amount, which is we would spend no more than  
5 \$20, and a time element, which is we would spend no  
6 more than 15 minutes.

7 And the goal of it is, if our guy's  
8 already out there, our service technician's already  
9 on the premise and can fix something very easily  
10 and quickly, that makes more sense -- and leave the  
11 customer on, leave the customer's gas on, that  
12 makes more sense than us having to red tag it,  
13 leave, have somebody come out and -- an HVAC  
14 contractor come out for almost nothing and then  
15 have to call us back.

16 CHAIRMAN KENNEY: So if it can be  
17 done there relatively quickly, relatively cheaply,  
18 then it's going to be done --

19 MR. ZUCKER: Yes.

20 CHAIRMAN KENNEY: -- on the spot?

21 Just out of curiosity, why not  
22 quantify that in terms of the stipulation, or would  
23 that be set forth in the tariff, \$20?

24 MR. ZUCKER: It is in the tariff. It  
25 is quantified in the tariff.



1                   CHAIRMAN KENNEY: So flipping over to  
2 page 9, and this is in the section dealing with  
3 pensions and OPEB benefits, paragraph 7 talks  
4 About -- well, there's other things that it talks  
5 about up front, but I'm assuming there the goal is  
6 to eventually get to one combined balance for the  
7 entire company. Is that the goal, or no?

8                   MR. ZUCKER: Well, this is just  
9 addressing pension issues, and we had a lot of --  
10 in reaching this settlement and processing the  
11 case, we had a lot of disagreement and confusion  
12 over, you know, which tier was which and what  
13 balance was what. And so what that paragraph just  
14 says is maybe it will be simpler to have one  
15 pension balance that we can follow more easily, and  
16 the parties will consider doing that in the next  
17 case.

18                   CHAIRMAN KENNEY: You just weren't  
19 able to get there in this right now?

20                   MR. ZUCKER: Well, we got everything  
21 done by -- everything agreed to by all the  
22 different tiers this time around, and so next time  
23 we hopefully can get to just one balance.

24                   CHAIRMAN KENNEY: All right. So now  
25 I want to talk a little bit more about the

1 conservation and energy efficiency programs, and  
2 you touched upon this a little bit. So the  
3 low-income weatherization will continue to be  
4 funded at the \$750,000 annually. How much has been  
5 spent annually between like the last rate case and  
6 this current one?

7 MR. ZUCKER: 750.

8 CHAIRMAN KENNEY: So the full amount  
9 is being expended.

10 MR. NOACK: We have -- since the last  
11 rate case, we have approximately, I want to say  
12 \$600,000 carrying forward into 2014 to be spent in  
13 all the areas. Kansas City is one area, and then  
14 we have three other agencies that take care of the  
15 other parts of the service territory

16 At the end of 2013 Kansas City  
17 informed us they would no longer be undertaking our  
18 low-income weatherization program, and we have  
19 switched those funds over to United Services and  
20 they will be doing the low-income weatherization in  
21 the future.

22 CHAIRMAN KENNEY: So I guess what I'm  
23 asking, so the budget is a maximum of 750,000; is  
24 that right?

25 MR. ZUCKER: The 750 is committed to

1 be spent, and to the extent it's not spent --

2 CHAIRMAN KENNEY: It just carries  
3 over?

4 MR. ZUCKER: -- it rolls over, right,  
5 under the tariff.

6 CHAIRMAN KENNEY: And so on average I  
7 guess since 2010 how much has been spent per year,  
8 if you know, or if you could provide an estimate?

9 MR. NOACK: Probably 5- to 600,000.

10 CHAIRMAN KENNEY: Per year?

11 MR. NOACK: Per year. There was a  
12 period of time when there was some ERA funds that  
13 -- stimulus money that kept some of these funds  
14 from being spent first. So that's why we  
15 accumulated a balance.

16 CHAIRMAN KENNEY: And then is it  
17 primarily, are you primarily seeing the money going  
18 to single family homes or multifamily homes, homes  
19 that are owned or homes that are rented?

20 MR. NOACK: Single-family homes.

21 CHAIRMAN KENNEY: Is it limited to  
22 single-family homes? Are multifamily dwellings  
23 eligible to receive funding?

24 MR. NOACK: I'm not positive.

25 CHAIRMAN KENNEY: Anybody? I know

1 sometimes there's barriers to -- somebody thought  
2 they might have the answer to that?

3 JUDGE JONES: I thought I saw  
4 Mr. Warren standing up.

5 MR. KNEE: Commissioner, or  
6 Mr. Chairman, to answer your question, I think I'm  
7 told by the wise man in back that it's  
8 single-family homes.

9 CHAIRMAN KENNEY: Exclusively?

10 MR. WARREN: You've got -- I'm Henry  
11 Warren, staff economist with the Staff. And I was  
12 talking to John Buchanan who's here representing  
13 the Division of Energy. The rules under which the  
14 utility funds from MGE are administered and applied  
15 by the agencies are the same rules that apply to  
16 all funds such as Federal funds coming in to the  
17 weatherization program.

18 And so those funds are available to  
19 be used on multifamily homes and on rental  
20 property, but there are -- my understanding is that  
21 to be applied to rental property, it requires an  
22 agreement from the owner of the property, of  
23 course. In other words, the family living there  
24 has to be eligible for the weatherization, and the  
25 -- I think the owner has to meet some provisions as

1 well to have that property weatherized.

2 CHAIRMAN KENNEY: Has that acted as a  
3 barrier?

4 MR. WARNER: My understanding is that  
5 probably proportionally less rental property is  
6 weatherized than owner-occupied property.

7 CHAIRMAN KENNEY: So as a part of the  
8 energy efficiency collaborative, is there  
9 measurement of, you know, who the funds are going  
10 to and what the penetration is so that you know,  
11 you know, where you should be targeting the efforts  
12 where the efforts should be targeted, single-family  
13 homes versus multifamily homes? Is that type of  
14 data gathered and shared with the collaborative?

15 MR. WARNER: Well, I don't know that  
16 we -- we normally get quarterly reports, and I  
17 actually just in the last couple of days got the  
18 annual report for 2013 on low-income weatherization  
19 that was furnished by Mr. Noack. And normally we  
20 don't get down to that granularity.

21 In other words, we get a report on  
22 how many homes have been weatherized and the amount  
23 of money that's been spent on the homes, but as far  
24 as whether it was rental property or homeowner  
25 property or multifamily property, we normally don't

1 get that in the annual reports.

2 We have in past years had evaluations  
3 conducted of the weatherization programs, and  
4 It's -- I was trying to think of the last time we  
5 had them evaluated. It's probably been a few years  
6 when we've gotten, you know, feed-- and those give  
7 us more feedback on the detail of the homes that  
8 are weatherized and the actual savings and then the  
9 various -- the category of ownership.

10 CHAIRMAN KENNEY: That was actually  
11 my next question, then. So there is a mechanism by  
12 which you keep track of the home that has been  
13 weatherized to determine what type of savings are  
14 being realized?

15 MR. WARNER: Well, that -- I don't  
16 know that that's done on a -- the collaborative  
17 does not necessarily -- the collaborative has not  
18 been requiring that, but the -- we do get reports  
19 from the -- from the Division of Energy on, you  
20 know, on the weatherization. And once again, I  
21 don't know -- John, would you like to speak to  
22 that? I'll ask for some input from Mr. Buchanan.

23 MR. BUCHANAN: Good afternoon. If it  
24 pleases the Commission, my name is John Buchanan.  
25 I'm employed by the Missouri Department of Economic

1 Development's Division of Energy.

2 And I'll ask you to repeat the  
3 question again so I can provide you with a  
4 response.

5 CHAIRMAN KENNEY: Is there a  
6 mechanism by which the homes that are weatherized  
7 are tracked so that the savings that are realized  
8 by virtue of that weatherization are quantified and  
9 kept track of?

10 MR. BUCHANAN: At the outset of the  
11 low-income weatherization service provided at that  
12 home, an audit is conducted of that household. It  
13 produces what's called a saving to investment  
14 ratio. Those figures are, in fact, retained and  
15 drives the measures which are adopted in that  
16 house.

17 Insofar as a post-implementation  
18 evaluation, a specific post audit of the savings,  
19 no, I'm not aware of one that goes to that  
20 granularity.

21 CHAIRMAN KENNEY: And so what you  
22 just described, the audit that's done before the  
23 weatherization measures are instituted, is that  
24 something that the company does or something the  
25 Division of Energy does?

1 MR. BUCHANAN: That's conducted by  
2 each of the individual community action agencies --

3 CHAIRMAN KENNEY: Got you.

4 MR. BUCHANAN: -- that receives the  
5 grants from either the Division of Energy through  
6 our federal grant program or, in this case, where  
7 they receive funding directly from the utility.

8 CHAIRMAN KENNEY: And then where's  
9 that data kept?

10 MR. BUCHANAN: Usually I understand  
11 it's kept with the community action agency, with  
12 the auditing point.

13 CHAIRMAN KENNEY: All right. That's  
14 helpful. All right. My next question is a legal  
15 question. It's on page 20. Thank you very much,  
16 Mr. Buchanan.

17 MR. BUCHANAN: Thank you.

18 CHAIRMAN KENNEY: Again, dealing with  
19 conservation and energy efficiency. On page 20, at  
20 the end of paragraph D, looks like the second to  
21 last sentence says that no party has raised an  
22 issue in this case through prefiled testimony  
23 regarding the prudence of the costs of the  
24 conservation and energy efficiency regulatory asset  
25 balance. Any incremental expenditures have not



1    been reviewed.  However, Staff and OPC may raise  
2    prudence concerns in the future.

3                   My question is, is that sentence  
4    attempting to limit Staff's ability to raise  
5    prudence concerns about the money that's been spent  
6    as of December 31st, 2013?

7                   MR. PENDERGAST:  If I could, this is  
8    a compromised set of sentences and, therefore,  
9    probably not as clear as they might otherwise be.  
10   I think from our perspective, you know, you're  
11   supposed to go ahead and have an opportunity to  
12   evaluate the prudence of these expenditures in a  
13   rate case.  And since we ultimately weren't seeking  
14   to go ahead and recover those dollars in this rate  
15   case, I think other parties felt uncomfortable  
16   giving an ironclad guarantee that they wouldn't  
17   raise prudence issues in the future.  However, we  
18   wanted it noted that none of those prudence issues  
19   were raised in this case.

20                   And I think that the energy  
21   efficiency expenditures given the collaborative  
22   process where you do have all parties that are  
23   typically involved in the rate case and now one  
24   more in the form of MGUA, they do look at what  
25   those expenditures are, what they're going for.

1 They reach agreement that these are worthwhile  
2 expenditures to make. So I think the prospect of  
3 there being prudence disallowances other than maybe  
4 for implementation prudence, we all agree that this  
5 was a worthwhile group of programs to have, that  
6 somebody went crazy and didn't do it the right way,  
7 that we don't think there is a high likelihood that  
8 there would be prudence reviews in the future.

9 Just wanted to note for the official  
10 record that nobody had raised them in this case and  
11 people can make of that what they want in a future  
12 case.

13 CHAIRMAN KENNEY: You guys are  
14 comfortable with that language?

15 MR. POSTON: If I can respond. Yeah.  
16 I know we had had input into this language because  
17 we wanted to be able to raise prudence issues in  
18 the future. And so that's how we interpret the  
19 language, that that last sentence allows us to  
20 raise any concerns, prudence concerns in the  
21 future, and I --

22 CHAIRMAN KENNEY: About any time  
23 period before or after December 31st?

24 MR. POSTON: Yes. That's right.

25 CHAIRMAN KENNEY: And you agree with

1 that, Mr. Pendergast?

2 MR. PENDERGAST: I agree that no  
3 prudence issues were raised in this case.

4 CHAIRMAN KENNEY: Mr. Borgmeyer, do  
5 you want to add anything?

6 MR. BORGMEYER: Yeah. I think  
7 Mr. Poston said it accurately, what Staff's  
8 interpretation is.

9 CHAIRMAN KENNEY: Okay. You-all are  
10 going to be litigating that sentence five years  
11 from now, I bet.

12 MR. COFFMAN: I would add this Public  
13 Service Commission has revisited decisions where it  
14 has found a matter prudent and revisited matters  
15 where it's found something to be imprudent. I  
16 think each Commission reserves the right to review  
17 all relevant factors in a rate case.

18 CHAIRMAN KENNEY: Of course. My  
19 reading of it is that one sentence that begins no  
20 party has raised, that's an FYI to let us know that  
21 that that, in fact, is what happened, but nobody's  
22 precluded from doing whatever they need to do in  
23 the future. That's my reading. That's my  
24 interpretation of it, for what it's worth.

25 Can somebody tell me the energy

1 efficiency collaborative and its charter members,  
2 there's language in here that acknowledges the  
3 transfer of the Division of Energy from DNR to  
4 Economic Development and MGUA is treated as a  
5 charter member for purposes of joining the  
6 collaborative. So that's commendable.

7                   How often has the energy efficiency  
8 collaborative met? How often will it continue to  
9 meet? What are the reporting requirements to this  
10 Commission? Can you just provide just a little bit  
11 more context and detail about the collaborative,  
12 whomever would like to?

13                   MR. ZUCKER: Chairman, they meet -- I  
14 believe the collaborative meets quarterly and can  
15 meet on a -- at any time upon notice to the other  
16 parties. So as far as I can tell from the Laclede  
17 collaborative and the MGE collaborative, there's a  
18 lot of good work coordinated by the parties, and  
19 they -- they take their responsibilities seriously  
20 and they do an earnest job.

21                   CHAIRMAN KENNEY: Are there reporting  
22 requirements? Is there a docket that's maintained  
23 where those reports are filed so that we can look  
24 at them, so that other folks can see them?

25                   MR. ZUCKER: Well, I can answer on

1 the -- from the Laclede Gas side maybe better than  
2 from the MGE side, but we have an obligation to  
3 file, I believe it's semiannual reports twice a  
4 year, and we file those under -- on EFIS under  
5 non-rate case.

6 MR. NOACK: From the MGE side, we are  
7 not required to file reports in EFIS. We are  
8 required to file quarterly reports with the members  
9 of the collaborative within 45 days of the end of  
10 the quarter. So each of the members of the  
11 collaborative get a full report four times a year.

12 MR. ZUCKER: And Laclede does that  
13 also.

14 MR. PENDERGAST: Chairman, I'd also  
15 indicate that one of the things we've agreed to is  
16 to have administrative procedures that are similar  
17 for both the MGE collaborative and also for the  
18 Laclede collaborative. So hopefully we'll be doing  
19 these reporting responsibilities on kind of a more  
20 consistent basis in the future.

21 CHAIRMAN KENNEY: Excellent. I don't  
22 have any other questions, and again, thank you to  
23 the parties for putting in the significant amount  
24 of time and effort that it took to arrive at this  
25 Stipulation & Agreement. Thank you for being here

1 today to answer our questions.

2 JUDGE JONES: Okay. Questions from  
3 Commissioner Stoll.

4 COMMISSIONER STOLL: I just have a  
5 couple questions. First of all, echo the  
6 sentiments of the Chairman. We really do  
7 appreciate the hard work that all of you put in to  
8 reach this agreement. And I believe that the  
9 ratepayers that we heard from at the local public  
10 hearings will be as pleased as ratepayers can be in  
11 a situation like this. Wasn't quite sure how to  
12 say that, but anyway.

13 On page -- on page 15 regarding the  
14 call center, and maybe I'll address this question  
15 to Office of Public Counsel or -- then to anybody  
16 else who wants to take it, but do you feel that the  
17 language is strong enough that it will promote or  
18 protect the public interest down the line,  
19 especially when we think about service, billing,  
20 connection, disconnection, if things are outsourced  
21 what will happen, and how do you feel about the  
22 language protecting the public interest?

23 MR. POSTON: I think -- I think there  
24 is protections in here for the public interest  
25 because it gives us access to information. If they

1 were to outsource the call center, they've  
2 committed to provide us information from the entity  
3 that's doing that work so that we can ensure that  
4 customer service is not being degraded by  
5 outsourcing. So we believe that those protections  
6 are in here.

7 MR. BORGMEYER: Yeah. Just wanted to  
8 echo that from Public Counsel. The call center  
9 provisions are primarily reporting requirements,  
10 and so that's what's going to allow Staff and the  
11 Office of Public Counsel to monitor the  
12 performance.

13 And if Staff feels like that data is  
14 showing a degradation of customer service, then,  
15 you know, we have a number of things we can do to  
16 address that that would be outside the rate case  
17 process or within the next rate case or however.

18 But what these requirements do is  
19 keep us informed as to how the customer service is  
20 performing, and so hopefully that will -- you know,  
21 hopefully we won't need to do anything, the reports  
22 will come in and we'll be satisfied, but this  
23 allows us to see exactly what's going on.

24 COMMISSIONER STOLL: But you do feel  
25 like you have some tools outside of the rate case

1 to work with the company to correct any  
2 deficiencies that may be found?

3 MR. BORGMEYER: Absolutely, yeah.  
4 There's a number of procedures we could take.  
5 Hopefully negotiation and discussion would be all  
6 that would be required, but we do have a number of  
7 other procedures that we can go through if we're  
8 not able to work it out.

9 COMMISSIONER STOLL: Okay. I don't  
10 know if anybody else wants to comment.

11 The other question I have is on  
12 page 14, paragraph 19. Just maybe the -- somebody  
13 from Laclede, from the company could just kind of  
14 explain how this works. It would be beneficial to  
15 me.

16 It says, all parties agree that the  
17 rate base offset agreed to by the parties in and  
18 ordered and so on and so forth shall be changed to  
19 18 million plus the rest. The balance of this rate  
20 base offset as of December 31st is...and this  
21 amount shall be amortized over the remainder of the  
22 previously authorized ten-year amortization period.  
23 I would like you to explain just how this works and  
24 why the offset and maybe even what the offset is.

25 MR. PENDERGAST: Sure. I think I



1 briefly addressed this in the acquisition  
2 proceeding, and really it's just a function of the  
3 fact that when you buy a company, there are certain  
4 benefits that go away that were previously on the  
5 utility's books.

6 In order to meet the no detriment  
7 standard in Missouri, the traditional practice has  
8 been to recreate those benefits. They've  
9 traditionally been recreated by an offset to rate  
10 base, meaning that your rate base is going to go  
11 ahead and be lower than -- or is going to be about  
12 the same level that it would have been if the  
13 acquisition hadn't occurred.

14 And in kind of estimating what those  
15 impacts from the acquisition would be, they were  
16 overestimated, and you have to give credit to the  
17 other parties for correcting that and reflecting a  
18 more accurate reduction to rate base that will put  
19 customers in the same position they would have been  
20 had the acquisition not occurred to make sure it  
21 meets the no detriment standard in Missouri.

22 COMMISSIONER STOLL: Okay. So there  
23 was just a calculation that needed to be -- that  
24 was changed in order to come to this amount and --

25 MR. PENDERGAST: Sort of trued up,

1 exactly.

2 COMMISSIONER STOLL: Okay. I do  
3 remember that somewhat. Okay. Thank you. And I  
4 have no more questions, Judge.

5 JUDGE JONES: Okay. Questions from  
6 Commissioner William Kenney.

7 COMMISSIONER W. KENNEY: Thank you,  
8 Judge. I'll echo the comments of the other  
9 Commissioners and say yadda yadda yadda, you're all  
10 great. No. But seriously, I would like to thank  
11 Staff. I know the time they put into these cases  
12 are long and tiresome, and all the parties, I  
13 appreciate your work that you brought before us.

14 I have -- a couple of my questions  
15 have already been answered. I do have a few more  
16 just trying to explain some things to me so I  
17 understand this process.

18 Mr. Zucker, you mentioned that the  
19 company could provide lower flat rates, no rate  
20 increase, and that the \$7.8 million of additional  
21 revenue was from offsetting or zeroing out the  
22 ISRS?

23 MR. ZUCKER: Well, the two actually  
24 don't have anything to do with each other, but when  
25 you come in for a rate case, the ISRS's that you've

1    been charging since the last rate case are reset to  
2    zero.

3                    COMMISSIONER W. KENNEY:  Correct.

4                    MR. ZUCKER:  At the same time, our  
5    case showed the -- that we were entitled to an  
6    increase in revenues of 7.8 million.  Since those  
7    two numbers happened to be about the same, and  
8    since our customers are already paying our old  
9    rates plus the ISRS, they're in effect in the  
10   future going to see basically no change to their  
11   rates.

12                   COMMISSIONER W. KENNEY:  So you're  
13   saying it's revenue neutral?

14                   MR. ZUCKER:  It's basically neutral.  
15   As far as the customer's concerned, it's going to  
16   be roughly neutral.

17                   COMMISSIONER W. KENNEY:  Now, reading  
18   through this, trying to understand, in 2006 and  
19   2009 you went to the straight fixed variable rate  
20   design.  Now, does this go back to the volumetric?

21                   MR. ZUCKER:  Effective October 1st --  
22   at first, no.  It's going to stay between now and  
23   October 1st the straight fixed variable rate  
24   design.  Effective October 1st, we're going to  
25   reduce the fixed charge about 17 percent and bring

1 in a volumetric charge. So it will no longer be  
2 what could be considered purely straight fixed  
3 variable. It's going -- there's going to be a  
4 variable component.

5 COMMISSIONER W. KENNEY: Is it  
6 variable across the board or is it only variable on  
7 some of the larger?

8 MR. ZUCKER: Only variable on the  
9 residential customer class and the small commercial  
10 customer class, which are most of the customers,  
11 overwhelming majority.

12 COMMISSIONER W. KENNEY: I know Staff  
13 had preferred to have the -- keep it the way we  
14 were going, and OPC had suggested going to the, I  
15 think the current way we're at now, correct?

16 MR. ZUCKER: OPC suggested an even  
17 lower customer -- fixed customer charge. And so  
18 what you're seeing in front of you there is a  
19 compromise, and -- and so that's the way we're  
20 going to charge it pending some more study.  
21 That's --

22 COMMISSIONER W. KENNEY: I know  
23 contractual or any contract is always going to have  
24 a lot of give and take. So I understand that. No  
25 one usually -- I've always found that when no one's

1 super happy, things probably got worked out pretty  
2 good.

3 I do have another question that  
4 Commissioner Stoll raised on dealing with that same  
5 page 14, paragraph 19 regarding the change in that  
6 little less than 4 million. I know that was  
7 part -- so maybe you can explain this to me how  
8 this happens. That was part of a previous  
9 agreement from 2010, and not all the parties are  
10 involved that were involved in that one are  
11 involved in this Stipulation & Agreement.

12 So I guess what authority gives you  
13 the right to change one Stipulation & Agreement  
14 without all parties agreeing to it?

15 MR. ZUCKER: Actually, this -- the  
16 previous agreement is the merger case we had last  
17 year.

18 COMMISSIONER W. KENNEY: 2013.

19 MR. ZUCKER: 2013.

20 COMMISSIONER W. KENNEY: That's what  
21 I meant. I apologize.

22 MR. ZUCKER: And all of the parties  
23 to this case are here except for the union, and we  
24 got their agreement to go ahead and --

25 COMMISSIONER W. KENNEY: And MDNR,

1 they agreed to the Stipulation & Agreement that --

2 MR. ZUCKER: Yes. I mean, they were  
3 a party to that case and they're a party to this  
4 case.

5 COMMISSIONER W. KENNEY: I didn't  
6 know they were a party to this. Okay.

7 MR. ZUCKER: Well, the Division of  
8 Energy is what they're called now.

9 COMMISSIONER W. KENNEY: Okay. I'll  
10 let that one -- that one passed me by a little bit.  
11 I understand.

12 Okay. The next question I have is  
13 again just fairly technical. On page 18, dealing  
14 with the red tag, you get -- you get to defer and  
15 recover in future rates an amount up to 100,000.  
16 And then on page 20, paragraph D, you take  
17 expenditures that will be reflected in MGE's rate  
18 base to the next general rate base.

19 I just -- both those comments sound  
20 like they're preapproval to me for a future rate  
21 case. And so explain to me how that's not a  
22 preapproval.

23 MR. ZUCKER: Okay. On the first one  
24 on paragraph 23 --

25 COMMISSIONER W. KENNEY: Right, the

1 100,000.

2 MR. ZUCKER: Well, I guess, you know,  
3 there's implementation prudence that could be  
4 raised, but we are approving a program in which we  
5 could spend up to \$100,000 and defer that for  
6 recovery in the next rate case.

7 COMMISSIONER W. KENNEY: Okay. And  
8 then on page 20, paragraph D, when it says that,  
9 okay, expenditures for energy efficiency programs  
10 that are not funded through rates shall be  
11 accumulated in a regulatory asset account at the  
12 time such expenditures are made and subject to the  
13 review of any party.

14 Does that mean anybody can -- you'll  
15 open your books to anybody that's a party to this  
16 and show them that?

17 MR. ZUCKER: Yes. The -- when we  
18 come in for the next rate case, if we want to start  
19 collecting that money, then another party can say,  
20 you know, I object to that. You shouldn't collect  
21 it. There's something imprudent about what you  
22 did.

23 COMMISSIONER W. KENNEY: It goes on  
24 to say, the expenditures will then be reflected in  
25 MGE's rate base at its next general rate case. Do

1 you think that could be -- that's not --

2 MR. ZUCKER: Will then be reflected  
3 means if there isn't an objection or if the  
4 objection is not well taken.

5 COMMISSIONER W. KENNEY: All right.  
6 I appreciate all the work you guys have done. I  
7 have no other questions. I'm a happy MGE  
8 individual, and I've had lots of meters set because  
9 I used to build a lot of homes. I won't even  
10 complain about the lack of service today because  
11 after the recession.

12 JUDGE JONES: Questions from  
13 Commissioner Hall.

14 COMMISSIONER HALL: Thank you. Just  
15 a few. Most of my questions have already been  
16 asked, and I'll do my best to not duplicate those  
17 lines of inquiry.

18 To start with, though, looking  
19 through the stipulation, there isn't an indication  
20 what the ROE is going to be. And I assume you  
21 could go back and look through the tariffs and  
22 extrapolate that, but was that a subject of  
23 discussion and, if so, what is it?

24 MR. PENDERGAST: Commissioner, if I  
25 could answer that. For purposes of the overall



1 revenue requirement settlement, there is no  
2 identification of a specific ROE underlying that.  
3 You know, like most settlements, it involves a  
4 compromise of a variety of revenue requirement  
5 issues, and people can have their own opinions on  
6 what sort of ROE they think underlies the overall  
7 revenue requirement.

8                   The only thing that's really  
9 specifically required is to have some statement in  
10 the ISRS schedule for purposes of calculating ISRS  
11 filings in the future, and that is a 9.75 pretax  
12 overall return that the parties were able to agree  
13 to.

14                   COMMISSIONER HALL: Won't you be  
15 required to report an ROE -- you are a publicly  
16 traded company, aren't you?

17                   MR. PENDERGAST: Right.

18                   COMMISSIONER HALL: Won't you be  
19 required to report that at some --

20                   MR. PENDERGAST: Laclede certainly is  
21 the overall company, and then the Laclede Group  
22 will make SEC filings basically going into great  
23 detail on its financial results. And there I  
24 think, you know, the emphasis will be on what the  
25 actual earned returns are as opposed to what

1 particular ROE was underlying a settlement  
2 agreement. I think Wall Street will be interested  
3 in looking at the overall revenue requirement  
4 amount more than what an implicit ROE might have  
5 been.

6 COMMISSIONER HALL: Okay. So when  
7 you filed for the rate case, you sought a  
8 \$17 million increase; is that correct?

9 MR. PENDERGAST: Yes. 17 plus the  
10 ISRS amounts that we were already collecting.

11 COMMISSIONER HALL: And what was the  
12 driver for that request for 17 million increase  
13 plus the ISRS?

14 MR. PENDERGAST: Well, I think  
15 generally the driver was what our payroll  
16 experience was at the time, and when we first filed  
17 we were looking at a test year ending April of last  
18 year, and there have obviously been some changes in  
19 your payroll since that time.

20 We were looking at a, you know, ROE  
21 that was probably somewhat higher than ultimately  
22 what somebody could say is embedded in the  
23 Stipulation & Agreement. We had rate base  
24 additions at that time that have since been trued  
25 up and reconciled, and in some instances some of

1 those rates base amounts went down. We had storage  
2 inventories which are affected by the price of gas,  
3 and those changed from the time that we made our  
4 filing until the time we reached a settlement  
5 agreement.

6 So there were a variety of items that  
7 drove the \$17 million request and, you know, it is  
8 not unusual when all is said and done and a  
9 settlement is reached that all of those drivers  
10 don't continue to be reflected in the overall  
11 settlement.

12 COMMISSIONER HALL: So is the ISRS  
13 balance right now 7.8 million? Is that what I  
14 heard you say?

15 MR. PENDERGAST: Actually, I think  
16 the ISRS amount right now is a little bit north of  
17 8 million, maybe 8,050,000 or so. So this amount  
18 is a little bit lower than the 8,050,000, but from  
19 the standpoint of ratemaking and the kind of  
20 dollars you're talking about, it's roughly the  
21 same.

22 COMMISSIONER HALL: You could recover  
23 that outside of a rate case, correct?

24 MR. PENDERGAST: Well, and we were.

25 COMMISSIONER HALL: Right. And you

1 could have collected that 7.8 or that 8 without --  
2 without filing a rate case?

3 MR. PENDERGAST: Actually, we were  
4 under an obligation if we were to file a rate case  
5 to do it by September 18th.

6 COMMISSIONER HALL: Right. I  
7 understand that.

8 MR. PENDERGAST: And September 18th  
9 was kind of a magic date because I think under how  
10 this Commission has construed the ISRS's and  
11 whether you still have the right to continue to  
12 collect it and continue to get it approved, if we  
13 hadn't filed by September 8th, I think the ISRS  
14 would have gone away. You needed to go ahead and  
15 have a rate case on file and in effect in order to  
16 continue to collect that ISRS. So we really didn't  
17 have a lot of choice in filing the case when we  
18 did.

19 COMMISSIONER HALL: I see Staff  
20 nodding. Is that, in fact, true?

21 MR. BORGMEYER: Yes. The ISRS  
22 statute has provisions in there requiring the  
23 company to file a rate case in order so that all  
24 the parties can look at the company's total cost of  
25 service and you don't just keep piling the ISRS on

1 top of an undetermined cost of service.

2 COMMISSIONER HALL: But the ISRS is a  
3 one-time \$8 million balance. This 7.8 going  
4 forward is annual, is it not, or is --

5 MR. ZUCKER: They're both annual.

6 MR. PENDERGAST: It's an annual  
7 amount, and it's permanent until changed by the  
8 Commission. And most of the ISRS was also, you  
9 know, an annual amount that would continue to  
10 reoccur, with the exception there was small  
11 under-recovery in the ISRS, I think, of about 5- or  
12 \$600,000 which will need to be reconciled in the  
13 future.

14 COMMISSIONER HALL: Moving on to the  
15 rate design. I'm curious why the company wanted to  
16 move away from the -- from the straight fixed  
17 variable rate.

18 MR. PENDERGAST: Well, and I wouldn't  
19 characterize it as wanting to move away. You know,  
20 it wasn't quite dragged kicking and screaming, but,  
21 you know, we had had a history with Public Counsel  
22 and with the Staff of being able to come up with  
23 rate designs while they weren't, as Commissioner  
24 Kenney has indicated before, entirely acceptable to  
25 everybody, you know, they were ones that largely

1 met our needs and largely met, I think, the needs  
2 of other parties, particularly given its more  
3 moderate impact on low-use customers.

4           And so we made no secret of it, I  
5 think, in the acquisition proceeding that if that  
6 did go through, we would be open to considering  
7 changes on the other side of the state. And I want  
8 to commend the Staff and I want to commend the  
9 Commission for having implemented that straight  
10 fixed variable rate design. And we did not move  
11 away from it and work towards the Laclede rate  
12 design lightly.

13           As I said, I'm very hopeful that in  
14 the next 18 months as we get together and we talk  
15 and we gather data and we see what the impact of  
16 various rate designs are on various customer  
17 groups, that we will be able to come up with one  
18 that is acceptable to everybody.

19           There are other models out there, you  
20 know, where you have a special rate for low-use  
21 customers and then the rest is straight fixed  
22 variable, where you can go ahead and have  
23 mechanisms for providing protection in between rate  
24 cases. And I'm sure OPC and I'm sure Staff may  
25 have some other ideas as well.

1                   But I think we've got a fairly long  
2 history of having been able to sit down and talk  
3 about things and come up with solutions that people  
4 were agreeable to, and I'm hopeful we can do that  
5 again.

6                   COMMISSIONER HALL: I'm curious from  
7 OPC what -- what your thoughts are on this change  
8 in rate design.

9                   MR. POSTON: We had -- we had asked  
10 for a 16.50 customer charge. I think the company  
11 originally filed wanting something closer to a  
12 \$40 charge in the winter and I think a 22 in the  
13 summer. And so we kind of look at this as kind of  
14 a middle ground.

15                   One of the problems with the rate  
16 design is we really couldn't agree on impacts, like  
17 which demographic of customer was impacted by what  
18 type of rate design. And so we came up with the  
19 solution to have that proceeding to really kind of  
20 dig up those facts so that once we sit down again,  
21 hopefully we're all on the same page as far as  
22 who's impacted by what type of rate design.

23                   COMMISSIONER HALL: And so the two  
24 other classes, the large general and the large  
25 volume, are they volumetric today and they would

1 continue to be volumetric? So the change is just  
2 to these -- to these two classes, the residential  
3 and SGS?

4 MR. POSTON: That's correct.

5 COMMISSIONER HALL: I'm seeing heads  
6 nodding, so is that yes?

7 MR. POSTON: Yes.

8 CHAIRMAN KENNEY: Mr. Coffman, did  
9 you want to say something? You can jump in.

10 MR. COFFMAN: Could I just add a  
11 comment about the rate design?

12 COMMISSIONER HALL: Sure.

13 MR. COFFMAN: I thought this might be  
14 a point to chime in and speak about the position of  
15 AARP and the Consumers Council.

16 There are a variety of issues that  
17 they like and don't like about this stipulated  
18 resolution. They did not sign this stipulation,  
19 but the -- and I would say by far the issue that  
20 they focused on the most and had the most concern  
21 and care about was the customer charge issue.

22 And we have spirited debates  
23 between -- between the utility and the Staff on one  
24 side who do see -- who have a policy preference for  
25 straight fixed variable or a flat fee for the



1 non-gas portion of bills and the Office of Public  
2 Counsel and my clients who would prefer more  
3 volumetric.

4           So there's a hundred different ways  
5 you can slice it up and look at it, but there's  
6 just often this tension between what I see within  
7 the residential class between the high-usage  
8 customer and the low-usage customer. And I'm not  
9 clear exactly the income distribution or the  
10 geographic distribution and so forth.

11           But my clients have a concern about  
12 the low-use customer. They're concerned that  
13 someone living in an apartment is paying the same  
14 rate as someone with a very large house with many  
15 rooms and may not conserve. We have a concern that  
16 the rates be fair to those who, you know, say one  
17 or two person household where they scrimp and  
18 really try to conserve and that they're getting a  
19 fair rate compared to other customers.

20           So we fight for, you know, including  
21 some volumetric component, and from our  
22 perspective, and Missouri Gas Energy had already  
23 gone all the way to what we see as the extreme end,  
24 the straight fixed variable. We would like to see  
25 something at least like Laclede, which now has a

1 \$19.50 volumetric -- or customer charge with the  
2 rest of it being volumetric.

3           And we certainly commend Missouri Gas  
4 Energy here for agreeing to kind of come back from  
5 that and turn the ship around and include at least  
6 some volumetric component. It wasn't enough for us  
7 to say endorse it with our signature, but it's --  
8 we're pleased to see it. We're glad that there  
9 would be at least some mitigation there and that  
10 ultimately in October it will go down to \$23.

11           It's just our strong belief that the  
12 better policy is to at least have some component of  
13 the non-gas delivery portion of rate that is based  
14 on usage so that low -- low usage customers are  
15 not -- are treated a little more fairly and they  
16 get the benefit of their conservation and so forth.

17           So that's -- I hope that's helpful.  
18 We appreciate the Office of Public Counsel and what  
19 they've done to I think arrive at a stipulation  
20 that is better in our opinion.

21           COMMISSIONER HALL: So you didn't  
22 join the stipulation because it didn't go far  
23 enough, but you still applaud the movement that it  
24 made?

25           MR. COFFMAN: Yes. That is correct.

1 COMMISSIONER HALL: Turning to  
2 page 13, paragraph 17, and this concerns the  
3 explosion at JJ's Restaurant. It appears that  
4 we're setting up essentially an AAO for costs  
5 related to that event. Is that -- is that so?

6 MR. BORGMEYER: Yes, basically. I  
7 don't think the stipulation uses those -- that  
8 phrase, but essentially those costs will be tracked  
9 and considered in the next rate case.

10 COMMISSIONER HALL: And that was  
11 because the event occurred during the test year?

12 MR. BORGMEYER: Well, that and also  
13 because of the extensive litigation that was going  
14 on. Basically, at this time I think we just -- we  
15 thought it would be better to pull those costs out,  
16 wait until the dust settles from all of the  
17 litigation before taking a look at them in a rate  
18 case.

19 COMMISSIONER HALL: Then it would  
20 be -- it would be up to the Commission in the next  
21 rate case whether or not to include those?

22 MR. BORGMEYER: Yes.

23 COMMISSIONER HALL: Is there some  
24 precedent for handling events like that like this?

25 MR. BORGMEYER: Well, certainly

1 mechanisms like this, you know, the AAO is reserved  
2 for extraordinary incidents. So I think arguably  
3 this is that sort of thing. So I would say yes,  
4 there is precedence for.

5 COMMISSIONER HALL: I mean, I know if  
6 there's a nonrecurring extraordinary event, that's  
7 what an AAO is for, but what about for a gas  
8 explosion, a particular gas explosion, has there  
9 ever been a mechanism like this set up for that?

10 MR. BORGMEYER: I don't know the  
11 answer to that.

12 MR. PENDERGAST: Commissioner, I  
13 think probably the closest thing, I'm not sure if  
14 one's been set up, a deferral mechanism like this  
15 for a particular explosion. I think the idea was  
16 that there's a lot going on with it. There's  
17 litigation. There's a complaint that's been filed  
18 with the Commission. And the sensible thing to do  
19 was just remove those costs from the rate case so  
20 nobody would be making any judgments on them now  
21 until all the facts are in.

22 But I do know this kind of structure  
23 has been used in the past for environmental  
24 expenses where you have, you know, a remediation  
25 site or something else where there's legal exposure

1 and liability of cleanup costs and that type of  
2 thing, but there's also a variety of other parties  
3 that you may have recourse to. And the idea is  
4 rather than piecemeal it and try and provide some  
5 kind of allowance that you might go ahead and get  
6 recovery for from somebody else at some point in  
7 the future, just throw it all into the same pot,  
8 see how things go, what kind of recoveries you  
9 have, whether they be against third parties,  
10 whether they be insurance recoveries, and then once  
11 you have a fuller picture, go ahead and determine  
12 what you want to do with the resulting costs, or  
13 theoretically it could be a resulting positive  
14 balance to return to customers depending on what  
15 your recoveries were.

16 So I think you do have that precedent  
17 for this kind of -- this kind of treatment.

18 COMMISSIONER HALL: My last question,  
19 and I'll be perfectly honest, it may not be  
20 something you can answer. But on the call center,  
21 when are we going to know if that's going to be  
22 outsourced or not?

23 MR. PENDERGAST: I think you'll know  
24 pretty shortly. The contract expires at the end of  
25 this month. I know that our labor relations people

1 have been working very hard with the IBEW to come  
2 up with an agreement that both sides can sign on  
3 to. And while that hasn't happened yet, the effort  
4 is being made and is being made in a very diligent  
5 fashion. So I think you'll know something  
6 relatively soon.

7                   And I want to make sure nobody gets  
8 the wrong impression. There's a lot involved in  
9 that collective bargaining process. Part of that  
10 collective bargaining process is to come up with  
11 work rules and other accommodations so we can do on  
12 the western side of the state what we've done on  
13 the eastern side of the state, and that's  
14 accelerate our safety main replacement programs.

15                   I think on the western side of the --  
16 or the eastern side of the state we've added about  
17 150 jobs over the last three or four years to do  
18 that. And we made a commitment in the acquisition  
19 proceeding that that's what we intended to do on  
20 the western side of the state.

21                   So usually you only hear about things  
22 that are a little sensitive and not necessarily all  
23 the good news, but both of those are part and  
24 parcel of what we're trying to accomplish right  
25 now. And within the week or two we should have an

1 answer.

2 COMMISSIONER HALL: So it's the  
3 company's hope to main-- to not have to outsource  
4 the call center?

5 MR. PENDERGAST: Well, I think it  
6 would be our hope that we could go ahead and reach  
7 a path that is going to be acceptable to the  
8 employees that are there, maybe perhaps a longer  
9 transitional period than we were originally  
10 contemplating.

11 And I don't want to mislead you and  
12 say that outsourcing is not going to be a component  
13 of that because, you know, in all likelihood it  
14 probably will be. But we're trying to go ahead and  
15 do it in an as employee friendly way as we can, and  
16 that's what we're negotiating right now.

17 COMMISSIONER HALL: Did Staff or OPC  
18 or any of the intervenors try to require or  
19 prohibit an outsourcing of the call center in the  
20 course of these negotiations?

21 MR. BORGMEYER: I'll say no, Staff  
22 didn't. We don't really try to dictate what the  
23 company's business decisions are in those regards.  
24 Certainly we expressed concerns about what effects  
25 it might have on customer service, and that's why

1 you see these reporting provisions in the  
2 Stipulation & Agreement.

3 But speaking for Staff, I would say  
4 we didn't try to tell the company what to do about  
5 that.

6 MR. POSTON: Same goes for OPC. We  
7 didn't push to keep the call center, but we want to  
8 be able to monitor it and make sure customer  
9 service doesn't go down.

10 COMMISSIONER HALL: I have no further  
11 questions. Thank you.

12 JUDGE JONES: Mr. Conrad, you wanted  
13 to comment?

14 MR. CONRAD: Yeah, very quickly.  
15 Just, Commissioner Hall, there are lots of  
16 analogies that could be drawn, but I think your  
17 question about the gas explosion and an AAO or an  
18 approach like that, you might -- I think this  
19 occurred before you came on the Commission.  
20 Unfortunately, it did not occur before I started  
21 practice.

22 But I think there was an explosion at  
23 the Hawthorn plant some years ago involving at that  
24 time Kansas City Power & Light that took that plant  
25 offline for a number of months, and there was some



1 dealing with that.

2 Now, there the analogy breaks down.

3 The Hawthorn plant insofar as I'm aware did not  
4 involve vintage wine.

5 Now, the other comment that I wanted  
6 to add, you had asked a question about the LV  
7 rates, which -- and several of the Commissioners  
8 and indeed the parties have used the term straight  
9 fixed variable. Please understand that the FERC  
10 approach to straight fixed variable differs from  
11 the approach that is used here by the Staff.

12 You know, it's been a while since  
13 they got into that, but unfortunately the  
14 terminology that's been chosen to use is the same,  
15 but the approach is slightly different. I think at  
16 FERC, for example, return is included in the  
17 volumetric component. The emphasis there is to try  
18 to get the interstate pipelines to move gas through  
19 their systems and to encourage them, incentivize  
20 them to do that.

21 But I did want to point out that  
22 there is a slight increase. I've been told by  
23 Mr. Noack that it's -- the net of it is about  
24 \$225,000 to the LV class, and that is expressed in  
25 two functions: A slight increase in the customer

1 monthly charge and a slight increase in the  
2 volumetric charge.

3 That having been said, please also be  
4 aware that the LV customers, at least most of those  
5 if not all that I represent, purchase their natural  
6 gas at the wellhead or through brokers or marketers  
7 near the wellhead, and they pay -- in this case  
8 most of them pay Southern Star to transport that  
9 gas from the point of purchase to a citygate for  
10 Missouri Gas Energy and now Laclede's division.

11 And so the only thing that that rate  
12 represents is just the charge, Commissioner Hall,  
13 to haul the gas from that citygate to the point of  
14 consumption.

15 COMMISSIONER HALL: Thank you.

16 JUDGE JONES: Commissioner Rupp, did  
17 you have any comments?

18 COMMISSIONER RUPP: No. The good  
19 thing about going last is, and being new, is that  
20 everybody has already asked the questions I'd  
21 written down. So good job, Commissioners.

22 JUDGE JONES: I just have one, maybe  
23 two questions. The parties want these -- well,  
24 these are proposed tariffs that you-all have filed,  
25 exemplary tariffs. I say that because they don't

1 have an issue date. So the Stipulation & Agreement  
2 if approved, the parties would then file tariffs  
3 consistent with the agreement to be effective  
4 May 1st, which is in less than 30 days. What's the  
5 good cause for approving the tariffs on less than  
6 30 days notice as required by statute?

7 MR. PENDERGAST: I think the good  
8 cause is expressed in a couple points. First of  
9 all, this is something that obviously everybody has  
10 agreed upon and has recommended to you as something  
11 that's just and reasonable and should be approved  
12 by the Commission.

13 The tariffs that will be filed will  
14 be identical to the ones that I think the  
15 Commission has had for a little bit more than a  
16 week now, and there will be no change made to those  
17 tariffs. It's just basically, as you noted,  
18 putting an issue date on them and filing them as  
19 is.

20 So from the standpoint of, you know,  
21 the parties agreeing to it and there really being  
22 nothing changed, the parties even outside the rate  
23 case have had an opportunity if they follow things  
24 at the Commission to look at for a fairly  
25 significant period of time. We, I think, had a

1 good cause for doing it.

2                   And the only other thing I'd mention,  
3 we do have some programs that are a little time  
4 sensitive on this. We do have that \$400,000 that  
5 we'd like to go ahead and try and combine with  
6 whatever LIHEAP money is appropriated and start  
7 getting that out to customers sooner rather than  
8 later. I think both Laclede and MGE have agreed to  
9 extend the Cold Weather Rule past its normal  
10 expiration date.

11                   But I think having the resources to  
12 help customers before we're too far down the road  
13 is another element of good cause for approving this  
14 on the basis that the parties have recommended.

15                   JUDGE JONES: Any other party like to  
16 comment on that? What harm will enure if it's not  
17 approved by May 1st, other than not being able to  
18 return money to customers with the LIHEAP program?

19                   MR. PENDERGAST: Well, you know,  
20 obviously, as we've said, these rates are slightly  
21 lower than what's currently being collected from  
22 customers right now. And, you know, not that  
23 \$25,000 I think a month is going to make a material  
24 difference to most customers. It is something that  
25 is a benefit to customers, albeit a moderate one.

1                   And I think those two elements alone,  
2   you know, justify moving it forward, you know,  
3   unless for some reason the Commission does not  
4   believe it can do that. And the only other thing  
5   is, I think we'd have to confer with the parties,  
6   and since we did propose May 1st, if the Commission  
7   wanted longer, another ten days or whatever, just  
8   make sure all the parties are okay with that.

9                   JUDGE JONES: It sounds like you're  
10   saying the May 1st date somehow affects aspects of  
11   the agreement; is that true?

12                  MR. POSTON: If I could jump in.  
13   Looking at the language right now, on page 2 it  
14   states that the signatories recommend that the  
15   Commission approve an effective date of May 1. I  
16   would not interpret that as any -- you know if the  
17   Commission did something different, that it busts  
18   the agreement. It's we've just made that as a  
19   recommendation.

20                  MR. BORGMEYER: I would just point  
21   out that, from Staff's point of view, even though  
22   we have the specimen tariffs, the company says  
23   there wouldn't be any change, Staff still looks at  
24   every single new tariff that's approved before it  
25   actually goes into effect. So we would need

1 adequate time between the Commission's approval  
2 date and the effective date of the tariffs in order  
3 to just make sure that the tariffs are all accurate  
4 and reflect the specimen tariffs.

5                   So I guess that would create a  
6 problem if say the Commission approved the tariffs  
7 on April 30th, if they were set to go into effect  
8 on May 1st, that would require us to have a long  
9 night. So that's -- just wanted to let you know  
10 that Staff's, I think, duty is to review all those  
11 tariffs before they take effect after they've been  
12 approved.

13                   MR. PENDERGAST: And I know Staff  
14 takes that very seriously, and I think if we can  
15 work it out, we'd be fine with just running out the  
16 tariffs that have been attached to the  
17 Stipulation & Agreement, get a little issue date  
18 stamp and stamp each one so that Staff is certain  
19 that these are the same tariffs that were filed in  
20 EFIS and it's not a case of sending you a whole new  
21 batch and having to compare and contrast.

22                   So I think we have ways to maybe  
23 hopefully address that on an expedited basis.

24                   JUDGE JONES: So Staff will want to  
25 file a recommendation as to approval of any tariffs

1 that are filed?

2 MR. BORGMEYER: Yeah. I don't know  
3 whether we'd actually file a recommendation or not,  
4 but we would definitely look at all the tariffs  
5 and, I mean, if there was a problem then we would  
6 file something. Yeah, we would file a  
7 recommendation, I think, just saying that they're  
8 all consistent with the Stipulation & Agreement.

9 JUDGE JONES: Any other questions  
10 from the Commission?

11 CHAIRMAN KENNEY: Thank you.

12 JUDGE JONES: Thank you all for  
13 coming out. With that, we'll go off the record.

14 (WHEREUPON, the on-the-record  
15 presentation concluded at 3:29 p.m.)

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C E R T I F I C A T E

STATE OF MISSOURI)

) ss.

COUNTY OF COLE )

I, Kellene K. Feddersen, Certified  
Shorthand Reporter with the firm of Midwest  
Litigation Services, do hereby certify that I was  
personally present at the proceedings had in the  
above-entitled cause at the time and place set  
forth in the caption sheet thereof; that I then and  
there took down in Stenotype the proceedings had;  
and that the foregoing is a full, true and correct  
transcript of such Stenotype notes so made at such  
time and place.

Given at my office in the City of  
Jefferson, County of Cole, State of Missouri.

\_\_\_\_\_  
Kellene K. Feddersen, RPR, CSR, CCR



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