

BEFORE THE PUBLIC SERVICE COMMISSION

OF THE STATE OF MISSOURI

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COMMISSION COUNSEL
PUBLIC SERVICE COMMISSION

CASE NO. HR-88-116

In the matter of St. Joseph Light
& Power Company of St. Joseph,
Missouri, for authority to file
tariffs increasing rates for
steam service provided to customers
in the Missouri service area of the
Company.

APPEARANCES: James C. Swearngen and Gary W. Duffy, Attorneys at Law,
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P. O. Box 456, Jefferson City, Missouri 65102,
for St. Joseph Light & Power Company.

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7300 W. 110th Street, Overland Park, Kansas 66210,
for Farmland Industries, Inc., and Gilmore Chemicals, Inc.

Stuart W. Conrad, and W. H. Bates, Attorneys at Law,
Lathrop, Koontz & Norquist, 2600 Mutual Benefit Life
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for AG Processing Inc.

Douglas M. Brooks, Public Counsel, P. O. Box 7800,
Jefferson City, Missouri 65102, for the Office of
the Public Counsel and the Public.

Linda K. Ohlemeyer, Deputy General Counsel, and
Charles Brent Stewart, Assistant General Counsel,
P. O. Box 360, Jefferson City, Missouri 65102,
for the Staff of the Missouri Public Service
Commission.

Hearing

Examiner: C. Gene Fee

REPORT AND ORDER

On October 9, 1987, St. Joseph Light & Power Company (hereinafter Company)
submitted to this Commission revised tariffs reflecting increased rates for
industrial steam service provided to customers in the Missouri service area of the

Company. The revised tariffs, as filed by the Company, represented an increase in steam revenues by approximately \$750,000, exclusive of applicable license, occupation, franchise, gross receipts or other similar charges or taxes. By orders of the Commission, the steam tariffs were suspended, consolidated with the Company's pending natural gas rate case in Case No. GR-88-115 and set for hearing.

The hearing was convened in this matter on March 21, 1988, after which a motion for a continuance filed by certain of the industrial intervenors was granted.

As a result of a further prehearing conference held on May 10, 1988, all parties reached a Stipulation and Agreement in this matter.

Findings of Fact

The Missouri Public Service Commission, having considered all of the competent and substantial evidence upon the whole record, makes the following findings of fact:

A Stipulation and Agreement was presented to the Commission on May 23, 1988. The Stipulation and Agreement, which delineates the matters of agreement between the signatory parties with respect to disposition of this matter, is attached hereto as Appendix A and is incorporated herein by reference.

Conclusions

The Missouri Public Service Commission has arrived at the following conclusions:

The St. Joseph Light & Power Company of St. Joseph, Missouri, is a public utility subject to the jurisdiction of this Commission pursuant to Chapters 386 and 393, RSMo 1986. The Company's revised tariffs, which are the subject matter of this proceeding, were suspended pursuant to the authority vested in this Commission by Section 393.150, RSMo 1986.

For ratemaking purposes, the Commission may accept a stipulated settlement on any contested matter submitted by the parties. The Commission determines that the

matters of agreement between the parties in this matter are reasonable and proper and , should be accepted.

The proposed Stipulation and Agreement provides for an additional industrial steam rate increase of \$550,000 to be effective for service rendered on and after August 1, 1988.

It is, therefore,

ORDERED: 1. That the Stipulation and Agreement entered into between all parties to this matter, as set forth herein, is hereby accepted and adopted in disposition of all of the matters in this proceeding.

ORDERED: 2. For the purposes of implementing the Stipulation and Agreement entered into in this proceeding, St. Joseph Light & Power Company's tariffs, attached to Appendix A, are hereby approved for service rendered on and after August 1, 1988.

ORDERED: 3. That the Stipulation and Agreement offered in this matter on May 23, 1988, is hereby received into evidence as Exhibit 3.

ORDERED: 4. The prefiled direct testimony or supplemental direct testimonies and schedules sponsored by Company witnesses Robert L. Slater, John P. Weisensee, Larry J. Stoll, Ralph B. Mayer, Dwight V. Svuba and Timothy M. Rush (filed on April 29, 1988) and Robert H. Hanson (filed on November 16, 1987); and the prefiled rebuttal testimonies and schedules sponsored by Company witnesses Ralph B. Mayer, Richard A. Sullwold, Robert L. Slater, Larry J. Stoll and John Weisensee, (filed on May 6, 1988); are hereby received into evidence as Exhibits 4 through 15 respectively.

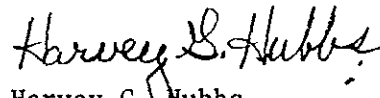
ORDERED: 5. The prefiled direct or supplemental direct testimonies and schedules sponsored by Staff witnesses Michael S. Proctor and Thomas M. Imhoff; the prefiled direct and rebuttal testimonies and schedules sponsored by Staff witnesses Michael S. Proctor and Thomas M. Imhoff are hereby received into evidence as Exhibits 16 and 17 respectively.

ORDERED: 6. The prefiled direct and rebuttal testimonies and schedules sponsored by AG Processing, Inc. witness Derick O. Dahlen (filed February 17, 1988, and March 11, 1988); the prefiled supplemental direct testimonies and schedules sponsored by Gilmore witness Glenn D. Yandell and Farmland witnesses Richard W. Schuck and James S. Bridges (filed April 29, 1988); are hereby received into evidence as Exhibits 18 through 21 respectively.

ORDERED: 7: The depositions and attached errata sheets of Staff witnesses Thomas M. Imhoff, Cary C. Featherstone, Dana Katherine Harris and James C. Watkins, are hereby received into evidence as Exhibits 22 through 25 respectively.

ORDERED: 8. That this Report and Order shall become effective on June 10, 1988.

BY THE COMMISSION



Harvey G. Hubbs
Secretary

(S E A L)

Steinmeier, Chm., Hendren and
Fischer, CC., Concur.
Musgrave and Mueller, CC., Absent.

Dated at Jefferson City, Missouri,
this 31st day of May, 1988.

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the matter of St. Joseph Light &)
Power Company of St. Joseph,)
Missouri, for authority to file) Case No. HR-88-116
tariffs increasing rates for steam)
service provided to customers in the)
Missouri service area of the Company.)

STIPULATION AND AGREEMENT

On October 9, 1987, St. Joseph Light & Power Company (hereinafter "the Company") submitted to the Missouri Public Service Commission (hereinafter "the Commission") revised tariffs designed to increase the Company's jurisdictional gross annual industrial steam revenues by \$750,000, exclusive of applicable license, occupation, franchise, gross receipts or other similar charges or taxes. The revised tariffs bore an effective date of November 9, 1987.

By its orders issued on November 6, 1987, December 11, 1987, and February 19, 1988, and by its Notice issued January 29, 1988, the Commission suspended the revised tariffs to September 9, 1988, established a schedule of proceedings, and granted intervention status in this case to AG Processing, Inc. (hereinafter "AGP"), Farmland Industries, Inc. (hereinafter "Farmland") and Gilmore Chemicals, Inc. (hereinafter "Gilmore").

Prepared direct, supplemental direct and rebuttal testimonies and schedules were prefiled in this case by various parties and depositions were taken of certain members of the Missouri Public Service Commission Staff (hereinafter "the

Staff") by AGP.

Pursuant to the Commission's orders and notice, prehearing conferences were commenced on February 29, 1988, and May 10, 1988, at which times representatives of the Company, the Staff, the Office of the Public Counsel, AGP, Farmland and Gilmore appeared and participated to the extent each desired. As a result of the prehearing conferences, the undersigned parties stipulate and agree as follows:

1. That the Company be authorized to file revised industrial steam tariffs designed to increase the Company's Missouri jurisdictional gross annual industrial steam revenues by \$550,000, exclusive of applicable license, occupation, franchise, gross receipts or other similar charges or taxes; that said revised tariffs shall include certain modifications to the Company's rules and regulations, but shall not contain an industrial steam fuel cost adjustment; that said revised tariffs shall become effective for service rendered on and after August 1, 1988; that marked as Appendix A, attached hereto and made a part hereof for all purposes, are revised tariffs designed to implement the terms of this paragraph, which the parties request that the Commission approve for industrial steam service rendered by the Company on and after August 1, 1988;

2. That the Company shall undertake a study with regard to its industrial steam losses and its policy with respect to the location of its industrial steam meters, and shall report its findings and conclusions to the parties by August 31, 1988.

3. That this Stipulation and Agreement represents a negotiated settlement for the sole purpose of disposing of Case No. HR-88-116 and none of the undersigned parties shall be prejudiced by or bound by the terms of this Stipulation and Agreement in any other proceeding, or in this proceeding in the event the Commission does not approve this Stipulation and Agreement in its entirety.

4. That none of the undersigned parties shall be deemed to have approved or acquiesced in any ratemaking principle or any method of cost of service determination or cost allocation or rate design proposal underlying this Stipulation and Agreement and the revised tariffs provided for herein.

5. That the prefiled direct or supplemental direct testimonies and schedules sponsored by Company witnesses Robert L. Slater, John P. Weisensee, Larry J. Stoll, Ralph B. Mayer, Dwight V. Svuba and Timothy M. Rush (filed on April 29, 1988) and Robert H. Hanson (filed on November 16, 1987); and the prefiled rebuttal testimonies and schedules sponsored by the Company witnesses Ralph B. Mayer, Richard A. Sullwold, Robert L. Slater, Larry J. Stoll and John Weisensee, (filed on May 6, 1988); the prefiled direct or supplemental direct testimonies and schedules sponsored by Staff witnesses Michael S. Proctor and Thomas M. Imhoff; the prefiled direct and rebuttal testimonies and schedules sponsored by AGP witness Derick O. Dahlen (filed February 16, 1988, and March 10, 1988); the prefiled supplemental direct testimonies and schedules sponsored by Gilmore witness

Glenn D. Yandell and Farmland witnesses Richard W. Schuck and James S. Bridges (filed April 29, 1988); shall be received into evidence without the necessity of said witnesses taking the witness stand.

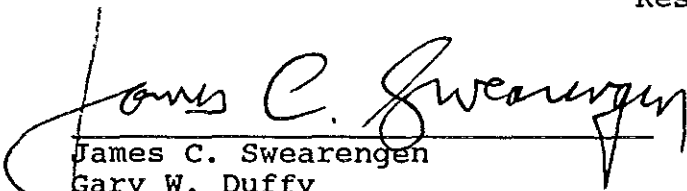
6. The depositions of Staff witnesses Thomas M. Imhoff, Cary G. Featherstone, Dana Katherine Harris and James C. Watkins, which were taken by AGP on April 28, 1988; the Record in Lieu of Deposition of Ronald L. Shackelford, which was made on that same date; and the prefiled direct testimony of Ronald L. Shackelford (which was filed in Case No. GR-88-115 and which shall be deemed officially noticed in this docket pursuant to the aforesaid Record); shall be received into evidence.

7. That in the event the Commission accepts the specific terms of this Stipulation and Agreement, the undersigned parties waive their respective rights to cross-examine the witnesses named in paragraphs 5 and 6, supra, concerning their prefiled testimonies and schedules, depositions and Record in Lieu of Deposition; to present oral argument and written briefs, pursuant to Section 536.080(1), RSMo 1986; to the reading of the transcript by the Commission, pursuant to Section 536.080(2), RSMo 1986; and to judicial review, pursuant to Section 386.510, RSMo 1986.

8. That this Stipulation and Agreement has resulted from extensive negotiations among the undersigned parties, and the terms hereof are interdependent; that in the event the Commission does not approve and adopt this Stipulation and Agreement in

total, and in the event the revised tariffs agreed to herein do not become effective for service rendered in accordance with the provisions contained herein, this Stipulation and Agreement shall be void and none of the undersigned parties shall be bound by any of the agreements or provisions hereof.

Respectfully submitted,


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P.S.C. MO. No. 3 1stXXXXXXX SHEET No. 1

Revised

Cancelling P.S.C. MO. No. 3Original SHEET No. 1

XXXXXXX

St. Joseph Light & Power Company

For St. Joseph, Missouri and Environs

Name of Issuing Corporation

Community, Town or City

*

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*Indicates new rate or text

+Indicates change

DATE OF ISSUE MAY 20 1988 DATE EFFECTIVE AUG 1 1988

month day year

month day year

ISSUED BY T. F. Steinbecker President St. Joseph, Missouri

name of officer

title

address

P.S.C. MO. No. 3 1st

XXXXXXXXX1

SHEET No. 2

Revised

Cancelling P.S.C. MO. No. 3

Original

SHEET No. 2

XXXXXXXXXX

St. Joseph Light & Power Company

Name of Issuing Corporation

For St. Joseph, Missouri and Environs

Community, Town or City

DESCRIPTION OF TERRITORY
STEAM SERVICE

* St. Joseph Light & Power Company provides steam service for heating and processing in the vicinity of Lake Road generating station in the City of St. Joseph, Missouri.

*Indicates new rate or text
+Indicates change

DATE OF ISSUE MAY 20 1988 DATE EFFECTIVE AUG 1 1988
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ISSUED BY T. F. Steinbecker President St. Joseph, Missouri
name of officer title address

P.S.C. MO. No. 3 1st ~~XXXXXXXXX~~ SHEET No. 3

Cancelling P.S.C. MO. No. 3 Revised Original SHEET No. 3

~~XXXXXXXXX~~

St. Joseph Light & Power Company For St. Joseph, Missouri and Environs
Name of Issuing Corporation Community, Town or City

SCHEDULE "810"
STEAM SERVICE

*

AVAILABILITY

Available for firm steam service from the Company's facilities to customers located in the vicinity of Lake Road Generating Station who shall contract to use this service for continuous periods of not less than two years.

*

BASE RATE Net Two Parts

1. Reserved Capacity Charge:

For all BTU of Reserved Capacity, per month,
per million BTU \$ 168.23

Plus

2. Energy Charge per million BTU:

For the first 300 million BTU's
per million BTU's of reserved capacity. 3.549
For all over 300 million BTU's
per million BTU's of reserved capacity. 3.193

MINIMUM

The net minimum monthly bill shall be the Reserved Capacity charge but not less than \$ 504.69

LICENSE, OCCUPATION, FRANCHISE OR OTHER

SIMILAR CHARGES OR TAXES

+ See Sheet No. 8, Section 14.

LATE PAYMENT CHARGE

+ See Sheet No. 9, Section 15.

DETERMINATION OF RESERVED CAPACITY

The Reserved Capacity shall be the actual demand for the billing period but not less than 80 percent of the highest actual demand established in the previous 11 months, and in no case, less than three million BTU's per hour.

SPECIAL RULES

The pressure, temperature and heat content of all service under this schedule shall be only as specified by the Company.

*Indicates new rate or text

+Indicates change

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name of officer title address

P.S.C. MO. No. 3 2nd ~~XXXXXX~~ SHEET No. 4

Revised

Cancelling P.S.C. MO. No. 3 1st ~~XXXXXX~~ SHEET No. 4

Revised

St. Joseph Light & Power Company
Name of Issuing Corporation

For St. Joseph, Missouri & Environment
Community, Town or City

AVAILABLE FOR FUTURE USE

*Indicates new rate or text
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DATE OF ISSUE MAY 20 1988 DATE EFFECTIVE AUG 1 1988
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P.S.C. NO. No. 3 1st XXXXXXXXX SHEET No. 5

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St. Joseph Light & Power Company
Name of Issuing Corporation

For St. Joseph, Missouri and Environs
Community, Town or City

GENERAL RULES AND REGULATIONS
STEAM SERVICE

1. Customer Defined

A customer shall be defined to mean one class of service furnished to one individual, cohabitant, family, partnership, firm or corporation, at a single address or location.

2. Service

Upon the execution of an application for steam service and compliance with the rules and regulations of the Company, service will be supplied to the customer at the rate on file with the Public Service Commission of Missouri for the particular service for which application is made.

3. Security

The Company may require from any customer or prospective customer a cash deposit intended to guarantee payment of current bills. Such required deposit shall not exceed in amount one-sixth (1/6) of the estimated annual bill of such customer. If customer fails to pay any bills, Company may apply customer's deposit in liquidation. Simple interest at six per cent (6%) per annum will be paid by the Company upon return of deposit or annually upon request of customer.

4. Meter Installation

Company shall install and maintain at its own expense suitable meters to measure service taken by customer. Customer shall provide and maintain without cost to the Company at a suitable location sufficient and proper space for installation of meters.

5. Access for Company's Employees

Authorized employees of the Company may at all reasonable times have access to premises of customer to measure service or to inspect connections, equipment, and apparatus of Company and customer, and to change or repair Company's property.

(Continued)

*Indicates new rate or text

+Indicates change

DATE OF ISSUE MAY 20 1988 DATE EFFECTIVE AUG 1 1988
month day year month day year
ISSUED BY T. F. Steinbecker President St. Joseph, Missouri
name of officer title address

P.S.C. MO. No. 3 1st ~~XXXXXXXX~~ SHEET No. 6
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 Cancelling P.S.C. MO. No. 3 Original SHEET No. 6
~~XXXXXXXX~~
St. Joseph Light & Power Company For St. Joseph, Missouri and Environs
 Name of Issuing Corporation Community, Town or City

GENERAL RULES AND REGULATIONS (Continued)
 STEAM SERVICE

* 6. Right-of-Way.

The Customer agrees to provide with no charge or rental therefor to the Company the necessary right-of-way for the premises with the right of ingress, egress and all appurtenances.

7. Continuity of Service

The Company shall use reasonable diligence to provide service as required under the appropriate rate schedule, but does not guarantee a constant supply of steam. Company may suspend service for necessary inspection, alteration or repair, or whenever public health and safety may be impaired by the flow of steam in the line. Interruption of service, however, shall not relieve customer from any charges for service actually rendered.

8. Non-Payment

* If any bill rendered by the Company is not paid within thirty (30) days after the date thereof, the Company may discontinue service in accordance with appropriate notice, which is defined as at least two (2) business days prior to disconnection. In case of loss of, or failure to receive a bill, the Company shall, upon request by the customer, make a duplicate thereof.

9. Interference

If any connection or device is found on the premises of customer which prevents the meter from registering the total steam used or to be used, the Company shall have the right to discontinue its service and terminate the contract for service without notice.

* 10. Disconnection of Service

The Company reserves the right to disconnect or limit service supplied to an existing customer or refuse service to new customers for any of the following reasons:

- a) Failure to pay for service provided by the Company according to the Rules and Regulations continued herein.

*Indicates new rate or text
 +Indicates change

(Continued)

DATE OF ISSUE MAY 20 1988 DATE EFFECTIVE AUG 1 1988
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P.S.C. MO. No. 3 1stXXXXXXX SHEET No. 7

Revised

Cancelling P.S.C. MO. No. 3Original SHEET No. 7

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St. Joseph Light & Power CompanyFor St. Joseph, Missouri and Environs

Name of Issuing Corporation

Community, Town or City

GENERAL RULES AND REGULATIONS (Continued)
STEAM SERVICE

- b) Failure to post a security deposit if required by the Company.
- c) Failure to comply with the terms and conditions of a settlement agreement.
- d) Refusal to grant access to Company-owned equipment at reasonable times.
- e) Misrepresentation of identity for the purpose of obtaining service.
- f) Violation of any of the Company Rules and Regulations on file with the Missouri Public Service Commission.
- g) The customer's installation presents a hazardous or dangerous situation to life and/or property.
- h) Interference with or prevention of the Company meter from registering the total energy.

Upon the customer's request, the Company will restore service when the following conditions have been met:

- a) When the cause for the discontinuance has been eliminated.
- b) Applicable restoration charges have been paid.
- c) Satisfactory credit arrangements have been made.

The Company will make a reasonable effort to reconnect the customer the same day the above conditions have been met.

The Company reserves the right to charge the customer for reconnection of normal service. These charges shall be based upon the actual cost and included in the customer's bill.

11. Indemnity to Company

The Company shall not be required to assume any responsibility to inspect, test, or maintain any pipe or equipment beyond the service valve. The customer shall hold the Company harmless and indemnify it against any claims for damages to person or property arising beyond the service valve.

12. Resale of Steam

The steam service supplied to a customer is for the sole use of said customer and shall not be furnished or sold to any other firm, corporation or person, and no other firm, corporation or person shall be permitted to use the same without the written consent of the Company.

*Indicates new rate or text

+Indicates change

(Continued)

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P.S.C. MO. NO. 3 1st XXXXXXXXX SHEET No. 8

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St. Joseph Light & Power Company
Name of Issuing CorporationFor St. Joseph, Missouri and Environs
Community, Town or CityGENERAL RULES AND REGULATIONS (Continued)
STEAM SERVICE* 13. Meter Failure

Any Company steam meter that records the Customer's usage within three percent of actual usage will be considered suitably accurate for billing purposes. If, due to routine maintenance or customer notification the meter is found to have excessive error, the Company will correct the meter and adjust the customer's bill. The over or under recorded energy will be calculated for no more than the preceding 12 months. This energy will then be billed at the rates that existed at that time. The metering error revenue will be debited or credited to the customer's account. If there is a credit to be made to the customer, it will be made in total the next billing period. If the customer's account is debited, the customer may extend the payments over the same length of time the meter error occurred. In no case will this payment period exceed 12 months.

+ 14. Billing of License, Occupation, Franchise or Other Similar Charges or Taxes

There shall be added to the customer's bill, when applicable, as a separate item, an amount equal to the proportionate part of any license, occupation, franchise, or other similar fee or tax now or hereafter imposed upon the Company by local taxing authorities, whether imposed by ordinance, franchise or otherwise, and which fee or tax is based upon a percentage of the gross receipts, net receipts, revenues from sales of steam service or other service rendered by the Company to the customer.

Charges or taxes herein referred to shall in all instances be billed to customers on the basis of Company rates effective at the time of billing, and on the basis of the tax rate effective at the time billing is made.

15. Late Payment Charge

There shall be a late payment charge of 1.25% on the amount unpaid from any previous billing. The time interval between billings shall not be less than 25 days.

(Continued)

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P.S.C. MO. NO. 3 2ndXXXXXXXXX SHEET No. 9

Revised

Cancelling P.S.C. MO. NO. 3 1stXXXXXXXXX SHEET No. 9

Revised

St. Joseph Light & Power CompanyFor All Territory

Name of Issuing Corporation

Community, Town or City

GENERAL RULES AND REGULATIONS (Continued)
STEAM SERVICE* 16. Line Extensions

Whenever an extension of the Company's distribution system is necessary in order that an applicant may receive service, the Company shall furnish and install the required extension to the applicant, except as hereinafter described.

Rights-of-way and easements required from the applicant or applicants, satisfactory to the utility, must be furnished in reasonable time to meet construction and service requirements and before the utility shall be required to commence its installation. In the case of underground distribution, such rights-of-way and easements must, by applicant or applicants, at no charge to the utility, be cleared of trees, tree stumps and other obstructions and graded to within six inches of final grade. Such clearance and grading must be maintained by the applicant or applicants during construction by the utility.

An applicant will be required to pay any excess investment costs. The excess cost is the total investment cost less two years' expected revenues. In circumstances when the two years' expected revenues are less than the total investment cost, and when the application of these rules appears unjust to either party or discriminatory to other customers, the Company may modify the terms of the service agreement to prevent said unjust or discriminatory treatment.

All costs of the Company referenced in this extension policy shall include applicable material, labor and indirect costs. Indirect costs are comprised of supervision, engineering, transportation, material handling, administrative costs, and payroll related costs that support actual construction. The amount of the indirect costs is derived by application of unit costs or allocation percentages determined from historical experience. A copy of the Company's estimate of the cost of construction, including direct and indirect costs, shall be furnished to the Customer upon request prior to construction.

All construction, installation, maintenance and operation of distribution systems shall be in accordance with applicable codes, orders, rules, or utility specifications.

*Indicates new rate or text

(Continued)

+Indicates change

DATE OF ISSUE MAY 20 1988 DATE EFFECTIVE AUG 1 1988

month day year

month day year

ISSUED BY T. F. Steinbecker President St. Joseph, Missouri

name of officer

title

address

P.S.C. MO. No. 3 Original SHEET No. 10
Cancelling P.S.C. MO. No. XXXXXXXX Original SHEET No. 1
Revised
St. Joseph Light & Power Company For All Territory
Name of Issuing Corporation Community, Town or City

GENERAL RULES AND REGULATIONS (Continued)
STEAM SERVICE

An applicant or customer will cooperate with the Company in construction and subsequent maintenance of all facilities. Any abnormal expenses incurred by the Company due to willful lack of cooperation or interference by other utilities or contractors will be billed and paid by the applicant or customer.

* 17. Special Facilities

Where the Company, at the request of the customer, agrees to provide special facilities not usually required to provide normal service under any of its rate schedules, the customer shall pay a monthly charge sufficient to cover costs incurred by the Company in providing such facilities.

All costs of the Company shall include applicable material, labor and indirect costs. Indirect costs are comprised of supervision, engineering, transportation, material handling, administrative costs, and payroll related costs that support actual construction. The amount of the indirect costs is derived by application of unit costs or allocation percentages determined from historical experience. A copy of the Company's estimate of the cost of construction, including direct and indirect costs, shall be furnished to the Customer upon request prior to construction.

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