

BEFORE THE PUBLIC SERVICE COMMISSION

OF THE STATE OF MISSOURI

In the matter of Union Electric Company's )  
proposed tariff to modify the Rate Application ) CASE NO. ER-92-132  
paragraph of Service Classification No. 6(M). )

APPEARANCES: James J. Cook, Associate General Counsel, P. O. Box 149,  
St. Louis, Missouri 63166, for Union Electric Company.

Frank Bild, Attorney at Law, and Brian Bild, Attorney at  
Law, 11648 Gravois Road, Suite 225, St. Louis, Missouri  
63126 for Intervenors, D.F.M. Investment Company d/b/a  
St. Louis Honda, Greater St. Louis Automotive Association,  
Inc., and Sunset Auto Company, Inc. d/b/a Sunset Ford.

Lewis R. Mills, Jr., First Assistant Public Counsel,  
P. O. Box 7800, Jefferson City, Missouri 65102,  
for the Office of the Public Counsel and the Public.

Michaelene A. Knudsen, Assistant general Counsel, P. O. Box 360,  
Jefferson City, Missouri 65102, for the Staff of the Missouri  
Public Service Commission.

Hearing

Examiner: Mark A. Grothoff

REPORT AND ORDER

On November 18, 1991, Union Electric Company (UE) filed a tariff to modify the Rate Application paragraph of Service Classification No. 6(M) Street and Outdoor Area Lighting - Customer Owned. The Commission gave notice of this matter, set an intervention date, and suspended the tariff to April 17, 1992. The Commission subsequently extended the suspension of the tariff to October 17, 1992. On February 25, 1992, the Commission granted intervention to D.F.M. Investment Company, doing business as St. Louis Honda (DFM), the Greater St. Louis Automotive Association, Inc. (Association), and Sunset Auto Company, Inc., doing business as Sunset Ford (Sunset), (collectively referenced as Intervenors).

A Stipulation and Agreement was filed by the parties for Commission consideration on July 9, 1992. A hearing was held as scheduled on July 13, 1992,

in which the Stipulation and Agreement and the prefiled testimony was placed on the record. All of the parties waived cross-examination and reading of the transcript by the Commission.

#### 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:

UE is a regulated public utility in Missouri primarily engaged in providing electric service to customers in its Missouri service area. UE filed a tariff to modify the Rate Application paragraph of its street and outdoor lighting tariff, Service Classification No. 6(M). UE stated that the purpose of the modification is to avoid confusion among its customers by clarifying the language in the Rate Application paragraph. UE's tariff filing was prompted by Case No. EC-91-349, in which DFM complained that UE was improperly denying it the 6(M) rate. DFM and UE interpreted the tariff language differently, resulting in UE filing its proposed tariff in this case.

On July 9, 1992, the parties filed a Stipulation and Agreement (Attachment A to this Report and Order and incorporated herein by reference) which proposed to settle all issues in this case. The Stipulation and Agreement provides that UE will file a revised tariff sheet regarding the Rate Application paragraph of Service Classification No. 6(M) to become effective for service rendered on or after September 1, 1992. The revised tariff language does not limit the 6(M) rate to a particular type of customer or a particular type of area to be lighted. Rather, the revised tariff makes the 6(M) rate available for automatically controlled dusk-to-dawn lighting where the customer furnishes, installs, and owns the outdoor lighting facilities. The revised tariff does limit the 6(M) rate to premises which receive no other electrical service. Such a limitation is intended to prevent diversion of service.

The Stipulation and Agreement also provides that by December 1, 1992, UE will file Time of Day (TOD) tariff options applicable to various service classifications for electric service. Also, UE has agreed to allow customers whose receipt of service under the 6(M) tariff is disputable to remain on the 6(M) rate until TOD options are approved or until their status is reviewed in a future rate case.

Within the Stipulation and Agreement, the parties agreed that, of the intervenors, only DFM's premises located at 6001 Lindbergh Boulevard in St. Louis County, Missouri, qualifies for the 6(M) rate under the revised tariff. Nonetheless, the Stipulation and Agreement points out that none of the parties have acquiesced or changed their positions in Case No. EC-91-349.

The Commission has reviewed the Stipulation and Agreement and the evidence in this matter. The Stipulation and Agreement's provisions are fair and equitable in that current 6(M) customers will remain on the 6(M) rate and, while eligibility for the 6(M) rate will be expanded, the limits on the 6(M) rate will prevent UE from becoming overburdened. In addition, the Stipulation and Agreement allows for the continued improvement of service to the public through the development of TOD tariff options. The Commission finds that approval of the Stipulation and Agreement is just and reasonable.

#### Conclusions of Law

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

The Commission has jurisdiction over this matter pursuant to Sections 386 and 393, RSMo 1986, as amended. The standard for Commission approval of the Stipulation and Agreement is whether it is just and reasonable.

The Commission may approve a stipulation of the issues in this case if it finds that the stipulation is just and reasonable. The Commission has so found and thus concludes that the Stipulation and Agreement should be approved.

IT IS THEREFORE ORDERED:

1. That the Stipulation and Agreement filed in this case is hereby approved and adopted.
2. That this Report and Order shall become effective on August 11, 1992.

BY THE COMMISSION

*Brent Stewart*

Brent Stewart  
Executive Secretary

(S E A L)

McClure, Chm., Perkins and  
Kincheloe, CC., Concur.  
Mueller and Rauch, CC., Absent.

Dated at Jefferson City, Missouri,  
on this 31st day of July, 1992.

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI

FILED

JUL - 1992

PUBLIC SERVICE COMMISSION

In the matter of Union Electric	)	
Company's proposed tariff to	)	
modify the rate application	)	Case No. ER-92-132
paragraph of service	)	
classification 6(M).	)	

STIPULATION AND AGREEMENT

Comes now the Staff of the Missouri Public Service Commission (Staff), the Office of Public Counsel (Public Counsel), Union Electric Company (UE or the Company), D.F.M. Investment Company, Inc d/b/a/ St. Louis Honda, the Greater St. Louis Automotive Association, Inc. and Sunset Auto Company, Inc. d/b/a/ Sunset Ford (Intervenors), and state to the Commission that as a result of the prehearing conference and continuing discussions and negotiations held in this docket, the parties hereby stipulate and agree to the following:

1. UE shall be authorized to file a revised tariff sheet regarding the rate applicability paragraph of its Service Classification 6(M) identical to that contained in Attachment I to this Stipulation and Agreement to become effective for service rendered on or after September 1, 1992.

2. UE agrees to file with the Commission on or before December 1, 1992 Time of Day (TOD) tariff options applicable to various Service Classifications for electric service. The parties believe that, in principle, TOD tariff options will further address and possibly alleviate the concerns raised by the parties herein with respect to the metered lighting portion of Service

Classification 6(M). The parties hereby agree that the filing date of the tariff may be changed by agreement of the Staff and the Company. The parties further agree that this Stipulation and Agreement shall not preclude the parties hereto from challenging any substantive or procedural issues relating to or arising from the merits of the TOD tariff options filing, including whether the metered portion of the Service Classification 6(M) should be eliminated as a result of the TOD tariff options filing.

3. None of the parties to this proceeding shall be deemed to have acquiesced in or in any way changed their respective positions advocated in Commission Case No. EC-91-349, which is currently pending before this Commission.

4. UE has identified sixteen (16) existing customers currently receiving metered service under the 6(M) Service Classification as customers whose receipt of service under 6(M) is disputable. UE agrees to allow those customers to remain on the 6(M) rate until TOD or alternative tariff options are approved or until their status can be addressed in a future Company rate adjustment case, whichever comes first.

5. The parties acknowledge and agree that Intervenor St. Louis Honda's existing service at 6001 Lindbergh Boulevard, in St. Louis County, Missouri shall qualify under the proposed tariff filed as Attachment I, due to the unique circumstances under which service was provided by UE utilizing existing distribution facilities which served a previous customer at that location.

6. The direct and rebuttal testimony, schedules, and exhibits prefiled by the Staff and UE shall be received into evidence without the necessity of their witnesses taking the stand.

7. None of the parties to this Stipulation and Agreement shall be deemed to have approved or acquiesced in any ratemaking principle or any method of cost determination or cost allocation underlying or allegedly underlying the Stipulation and Agreement.

8. This Stipulation and Agreement has resulted from extensive negotiations among the parties and the terms hereof are interdependent. In the event the Commission does not approve and adopt this Stipulation and Agreement in total, this Stipulation and Agreement shall be void and no party shall be bound by any of the agreements or provisions hereof. Furthermore, none of the parties to this Stipulation and Agreement shall be bound or prejudiced, or in anyway affected by this Stipulation and Agreement in any other proceeding and/or court case.

9. In the event the Commission accepts the specific terms of this Stipulation and Agreement, the parties waive their respective rights in this proceeding to cross-examine witnesses, and to present oral argument and written briefs pursuant to Section 536.080.1 RSMo 1986; their respective rights to the reading of the transcript by the Commission pursuant to Section 536.080.2 RSMo 1986; and their respective rights to judicial review pursuant to Section 383.510 RSMo 1986.

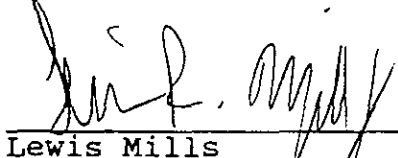
10. The Staff shall have the right to submit to the Commission an explanation of its rationale for entering into this

Stipulation and Agreement, and to provide the Commission whatever further explanation the Commission requests. The Staff's memorandum shall not bind or prejudice the Staff in any future proceeding. In the event the Commission does not approve this Stipulation and Agreement, the Staff's memorandum shall not bind or prejudice the Staff in this proceeding. Any rationales advanced by the Staff in such memorandum are its own and not acquiesced in or otherwise adopted by the other parties.


WHEREFORE, the Staff, Public Counsel, UE, and the Intervenors respectfully request that the Commission issue its Order approving this Stipulation and Agreement, and directing UE to file tariffs conforming to the terms hereof.

Respectfully submitted,


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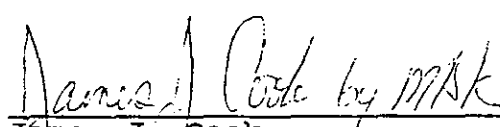
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CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been mailed or hand-delivered to all counsel of record as shown on the following service list this 9th day of July, 1992.

Michael D. Knutson

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APPLYING TO MISSOURI SERVICE AREASERVICE CLASSIFICATION NO. 6(M)STREET AND OUTDOOR AREA LIGHTING - CUSTOMER-OWNED (Cont'd.)

- \*1. Rate Application. Available for automatically controlled dusk-to-dawn lighting where customer furnishes, installs and owns all street and outdoor area lighting facilities. Lighting service provided under this Service Classification shall consist of metered service with all maintenance of such facilities provided by the customer, or unmetered service as provided for or limited by the rate section of this Classification. The metered service portion of this Classification is not available on an individual premises where all other electric service thereon is provided to an individual customer or entity. Any account billed under the provisions of the metered portion of this Classification on \_\_\_\_\_ may continue to be billed under such provisions until alternative or replacement rates or tariff options are approved by the Commission.
2. Character of Service Supplied. Company will specify and provide a standard single- and/or three-phase alternating current secondary service voltage. Where customer requires and Company supplies service at a primary service voltage, customer shall furnish all transformers necessary to transform such service to a secondary service voltage.
3. General Provisions
  - a. Customer shall pay all costs incurred by Company in constructing any line extensions required in providing said lighting service to the point or points of delivery designated by Company, in accordance with the provisions of Section III.Q-Special Facilities. At Company's discretion, credit-qualified customers may finance such costs on their monthly bill for electric service for a period specified by Company, but in no event greater than 36 months. The financing shall be at a rate of interest not exceeding interest rates allowed by Missouri law, nor less than the interest rates generally prevailing in the applicable retail markets for said items and services.
  - b. Where required, customer shall install suitable switching, protective equipment, meter loop, space and mounting facilities as determined by the Company.
  - c. All equipment owned and installed by customer shall be of a type acceptable to Company and shall be maintained by customer in a condition satisfactory to and approved by the appropriate electrical inspection authority.
  - d. Where required for connection to customer's lighting system, customer shall provide, without cost to Company, wire of

\*Indicates Change  
P.S.C. Mo. DATE OF ISSUE \_\_\_\_\_

DATE EFFECTIVE \_\_\_\_\_

ILL. C.C. DATE OF ISSUE \_\_\_\_\_

DATE EFFECTIVE \_\_\_\_\_

Attachment 1-1

ISSUED BY William E. Cornelius Chairman St. Louis, Missouri

P. S. C. MO., ILL. C. C., IA. ST. C. C. SCHEDULE NO. 5 17th Revised SHEET NO. 47  
CANCELLING SCHEDULE NO. 5 16th Revised SHEET NO. 47

APPLYING TO MISSOURI SERVICE AREA

SERVICE CLASSIFICATION NO. 6(M)  
STREET AND OUTDOOR AREA LIGHTING - CUSTOMER-OWNED (Cont'd.)

3. General Provisions (Cont'd.)

\*sufficient length to reach a point specified by Company on Company's secondary distribution system and Company will make the required connection. Such wire may be removed by Company at any time after termination of service hereunder.

- e. Customer shall furnish to Company, without cost to Company and on forms suitable to it, or customer shall reimburse Company for all costs incurred in obtaining all rights, permits and easements necessary to permit the installation and maintenance of Company's facilities on, over, under and across both public and private property where and as needed, by Company in providing service hereunder.
- f. Customer shall notify Company immediately if any changes are made in customer's installation.
- g. Company may refuse to make the initial connection or may discontinue service to any installation if there is any engineering, construction, safety, legal or practical reason for doing so.
- h. In case of destruction or damage of customer's property hereunder due to highway accidents, storm damage or other similar causes or where replacement of equipment other than as provided above is required, Company, upon receipt of either written or verbal instructions from customer, may at its option, effect the necessary repairs or replacement of the damaged equipment to place it in normal operating condition. Such repairs will be made with parts supplied by customer or, where applicable, with suitable standard items carried in Company stores. Customer shall reimburse Company for such work at the Company's current Productive manhour rate including applicable overhead for all labor expended and 1.2 times all direct costs or charges incurred by Company for all materials and any related items. All charges and payments hereunder shall be in addition to the monthly charge for normal maintenance.

4. General Rules and Regulations. In addition to the above specific rules and regulations, all of Company's General Rules and Regulations shall apply to service supplied under this Service Classification.

\*Indicates Reissue

P.S.C. MO. DATE OF ISSUE \_\_\_\_\_

DATE EFFECTIVE \_\_\_\_\_

ILL. C.C. DATE OF ISSUE \_\_\_\_\_

DATE EFFECTIVE \_\_\_\_\_

Attachment 1-2

ISSUED BY William E. Cornelius

Chairman

St. Louis, Missouri