#### BEFORE THE PUBLIC SERVICE COMMISSION

OF THE STATE OF MISSOURI

### Case No. GR-83-363

In the matter of Great River Gas Company of Hannibal, Missouri, for authority to file tariffs increasing rates for gas service provided to customers in the Missouri service area of the Company.

APPEARANCES:

W. R. England, III, Attorney at Law, and Gary W. Duffy, Attorney at Law, Post Office Box 456, Jefferson City, Missouri 65102, for Great River Gas Company.

Rory Ellinger, Attorney at Law, Legal Services of Northeast Missouri, 801 Broadway, Hannibal, Missouri 63401, for Northeast Missouri Client Council For Human Needs, Inc.

Fredrich J. Cruse, City Counselor, Suite 502, B & L Building, Post Office Box 914, Hannibal, Missouri 63401, for the City of Hannibal, Missouri.

Richard W. French, Assistant Public Counsel, Office of Public Counsel, Post Office Box 7800, Jefferson City, Missouri 65102, for the public.

Douglas M. Brooks, Assistant General Counsel, Missouri Public Service Commission, Post Office Box 360, Jefferson City, Missouri 65102, for the Staff of the Missouri Public Service Commission.

### REPORT AND ORDER

On June 16, 1983, Great River Gas Company (Company) filed with the Missouri Public Service Commission (Commission) revised tariffs designed to increase rates for natural gas service provided to Company's customers in its Missouri certificated area. The revised tariffs bore an effective date of July 16, 1983, and were designed to increase Company's gross annual revenues by approximately \$537,648, or approximately \$.0 percent over existing gas revenues. The Commission suspended the tariffs and subsequently set the case for hearing.

Applications to intervene were filed by Legal Services of Northeast
Missouri on behalf of the Northeast Missouri Client Council For Human Needs, Inc.,
and the City of Hannibal, Missouri. Both applications were granted by the
Commission.

On December 13, 1983, the parties submitted a stipulation and agreement to the Commission for its approval.

### 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.

The Staff of the Commission, the Company, the Office of Public Counsel and the participating intervenors presented a stipulation and agreement on December 13, 1983. The stipulation and agreement presents a settlement of all issues in this case. After presentation and discussion of the stipulation, the hearing was adjourned. The stipulation and agreement filed in this case as Joint Exhibit No. 1 is set out below.

#### STIPULATION AND AGREEMENT

On June 16, 1983, Great River Gas Company of Hannibal, Missouri ("Company"), submitted to the Commission tariffs reflecting increased rates for gas service provided to customers in the Missouri service area of the Company. Company requested that the tariffs become effective on July 16, 1983. The proposed tariffs were designed to produce an increase of \$537,648 or approximately 4.0% over existing gas revenues.

On June 24, 1983, the Commission suspended the revised rate schedules to May 13, 1984, and set a schedule of proceedings for the filing of prepared testimony and exhibits and the convening of the prehearing conference and hearing in this case.

On August 26, 1983, the Commission granted the application to intervene previously filed by Legal Services of Northeast Missouri, Inc., on behalf of the Northeast Missouri Client Council for Human Needs, Inc. Similarly, on October 3, 1983, the Commission granted the application to intervene previously filed by the City of Hannibal, Mo.

Prepared direct testimony and exhibits were filed by Company and the Staff of the Commission pursuant to the schedule set forth in the Commission's Suspension Order and Notice of

Proceedings. A prehearing conference was convened on November 28, 1983, also pursuant to that Order, at which time representatives of Company, Staff, Public Counsel and the two intervenors attended and participated. As a result of that prehearing conference, the undersigned parties have reached agreement upon all issues in the case, and therefore have stipulated and agreeded as follows:

- 1. That Company be authorized to file tariffs designed to increase Missouri jurisdictional gross annual revenues by four-hundred thousand six-hundred fifty-six dollars (\$400,656), exclusive of applicable franchise and gross receipts taxes.
- 2. That the amount of the increase in gross annual revenues indicated in paragraph 1 above be allocated to customer classes on a percentage of revenue basis. After this allocation is made, the increased revenues allocable to the residential class shall first be applied to increase the monthly residential customer charge from \$4.60 to \$5.20, with the remainder increasing the commodity charge by 1.41¢ per therm. Revenues allocable to the commercial class shall first be applied to increase the monthly commercial customer charge from \$6.00 to \$7.38, with the remainder increasing the commercial firm commodity charge by 1.41¢ per therm and the interruptible commercial commodity charge by  $1.57\phi$  per therm. The increase allocable to the industrial class shall first be applied to the customer charge so as to increase that charge from \$30.00 to \$46.42, with the remainder applied to increase the firm industrial commodity charge by 1.41¢ per therm and the interruptible industrial commodity charge by 1.57¢ per therm.
- 3. That Company be authorized to file tariffs reflecting a change in the interest rate paid by the Company on customer deposits from 6% to 9% per annum, and the parties to this Stipulation and Agreement hereby request that the Commission grant a variance pursuant to 4 C.S.R. 240-13.010(6), from the provisions of 4 C.S.R. 240-13.030(4)(B) in order to effect this change. Further, Company is authorized to file tariffs reflecting the imposition of of a 1 1/2% late payment charge applicable to all customers, as specifically set forth at page 19 of the prepared direct testimony of Company witness Richard K. Wrench.
- 4. That Company be authorized to file tariffs revising its purchased gas adjustment (PGA) clause as recommended by Staff witness Wendell R. Hubbs in his prepared direct testimony. A copy of the revised PGA tariffs to be filed by Company are attached to this Stipulation and Agreement and marked as "Attachment A". Incorporated in this filing is a change related to the initiation of the proposed PGA clause. This change amounts to a .92¢ per therm increase and is not related to the stipulated revenue change in the general rate case. The dollar amount increase effected by this change is \$188,483 on an annualized and normalized basis. This increase is the result of the implementation of normalized data used in the PGA computation.

- 5. That Company be authorized to file tariffs reflecting that it will pay interest at a 9% rate per annum on all amounts in the refund balance account which it receives from its pipeline supplier related to purchased gas costs, computed from the date of receipt until the refund is paid or credited to its customers.
- 6. That Company be authorized to file tariffs reflecting changes in existing Tariff Sheet Nos. 5 and 25 to increase from 1,000 cubic feet per hour to 3,000 cubic feet per hour the maximum amount of gas received to qualify for commercial and industrial firm service under Tariff Sheet No. 5.
- 7. That Company be authorized to file tariffs reflecting a change in Tariff Sheet No. 22, Standard Rider No. 11 relating to the reporting requirement for changes in the Company's BTU factor from a monthly report to reports required whenever an actual change in the BTU factor occurs or when there is a change in Company's PGA factor.
- 8. That Company be authorized to file tariffs reflecting the segregation of the retail commodity charge in Tariff Sheet Nos. 4 and 5, into a purchased gas component and a non-gas cost component. Public Counsel does not concur in this tariff change nor in the calculation of said change and agrees to this paragraph solely for the purpose of settling this case.
- 9. That the tariffs referenced in the above paragraphs shall become effective for service rendered on and after January 1, 1984.
- 10. That Company agrees that if it intends to require deposits from residential customers who are delinquent for five out of the previous twelve months in paying their bills, it will send a notice after the third such delinquency informing the customer that a deposit may be required after the fifth such delinquency, said notice being substantially in the form as shown in "Attachment B".
- 11. That Company agrees to file tariffs establishing a level payment plan for its residential customers within ninety days of the effective date of the Report and Order approving this Stipulation and Agreement.
- 12. That Company and Northeast Missouri Client Council for Human Needs, Inc. agree to continue discussion regarding the issue raised in the prepared direct testimony of Bradley Pierce.
- 13. That this Stipulation and Agreement represents a negotiated dollar settlement for the sole purpose of disposing of Case No. GR-83-363, and none of the parties to this Stipulation and Agreement shall be prejudiced by or bound by the terms of this Stipulation and Agreement in any future proceeding, or in this proceeding in the event the Commission does not approve this Stipulation and Agreement.

- 14. That none of the parties to this Stipulation and Agreement shall be deemed to have approved or acquiesced in any rate making principle or any method of cost of service determination or cost allocation underlying any of the rates and tariffs provided for in this Stipulation and Agreement.
- 15. That the prepared direct testimony and exhibits sponsored by Company witnesses C. Benson Dushane, III, Richard K. Wrench, and John C. Dunn, Staff witnesses Wendell R. Hubbs, John O. Richey, Judith L. Starr, Roy M. Boltz, Larry G. Cox, Randall W. Hamlett, and James W. Treu and Intervenor witness Bradley Pierce shall be received into evidence without the necessity of said witnesses taking the witness stand.
- 16. That the Staff shall have the right to submit to the Commission in memorandum form an explanation of its rationale for entering into this Stipulation and Agreement and to provide to the Commission whatever further explanation or information the Commission requests, and that such memorandum shall not become a part of the record of this proceeding and shall not bind or prejudice the Staff or any other party in any future proceeding or in this proceeding in the event the Commission does not approve this Stipulation and Agreement.
- 17. That in the event the Commission accepts the specific terms of this Stipulation and Agreement, the parties waive their rights to cross-examine the witnesses named in paragraph 15 above with respect to their prepared direct testimony and exhibits.
- 18. That in the event the Commission accepts the specific terms of this Stipulation and Agreement, the parties waive their rights pertaining to (1) the presentation of oral argument or filing of written briefs, pursuant to Section 536.080(1), RSMo 1978; (2) the reading of the transcript by the Commission, pursuant to Section 536.080(2), RSMo 1978; and (3) judicial review, pursuant to Section 386.510, RSMo 1978.
- 19. That the agreements in this Stipulation and Agreement have resulted from extensive negotiations among the signatory parties and are interdependent. In the event the Commission does not approve and adopt this Stipulation and Agreement in total, and in the event the 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 no party shall be bound by any of the agreements or provisions hereof.

Respectfully submitted,

/s/ Gary W. Duffy
W. R. England, III
Gary W. Duffy
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Attorneys for Great River Gas Company

/s/ Douglas M. Brooks
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Attorney for Staff of the Missouri Public Service Commission

## /s/ Richard French

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Assistant Public Counsel
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Attorney for the Public

/s/ Rory Ellinger, by DMB
Rory Ellinger, Executive Director
Legal Services of Northeast Missouri
801 Broadway
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Attorney for Northeast Missouri Clients Council for Human Needs, Inc. /s/ Fredrich J. Cruse, by RWF
Fredrich J. Cruse
City Counselor
Suite 502 - B & L Building
P. O. Box 914
Hannibal, Missouri 63401

Attorney for the City of Hannibal, Missouri

Dated on this 8th day of December, 1983.

The attachments referred to in the stipulation and agreement as

Attachments A and B are attached to this report and order as Attachments A and B.

#### Conclusions

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

Great River Gas Company is a public utility subject to the jurisdiction of this Commission pursuant to Chapters 386 and 393, R.S.Mo. 1978. The Company's revised tariffs, which are the subject matter of this proceeding, were suspended pursuant to authority vested in this Commission by Section 393.150, R.S.Mo. 1978.

For ratemaking purposes the Commission may accept a stipulation and agreement in settlement of any contested matters submitted by the parties. The Commission is of the opinion that the matters of agreement between the parties in this case are reasonable and proper and should be accepted. The Commission also, by this report and order, hereby accepts into evidence Exhibit Nos. 1 through 4, and hereby closes the record in this case.

It is, therefore,

ORDERED: 1. That the stipulation and agreement entered into between Great River Gas Company, the Staff of the Missouri Public Service Commission, the Office of Public Counsel, the Northeast Missouri Client Council For Human Needs, Inc., and the City of Hannibal, Missouri, in Case No. GR-83-363, as set forth herein, is hereby accepted and adopted in disposition of all matters in this proceeding.

ORDERED: 2. That for the purpose of implementing the stipulation and agreement entered into in this proceeding, the revised tariffs filed by Great River Gas Company in Case No. GR-83-363 be, and the same are, hereby disapproved and the Company is authorized to file in lieu thereof tariffs consistent with the stipulation and agreement.

ORDERED: 3. That Great River Gas Company is also authorized to file tariffs revising its purchased gas adjustment (PGA) clause as set out in the stipulation and agreement.

ORDERED: 4. That the tariffs to be filed for Commission approval pursuant to this report and order may be effective for service rendered on and after January 1, 1984.

ORDERED: 5. That the Great River Gas Company be, and hereby is, granted a variance pursuant to 4 CSR 240-13.010(6) from the provisions of 4 CSR 240-13.030(4)(B), and is authorized to file tariffs allowing for an interest rate of nine (9) percent per annum to be paid by the Company on customer deposits pursuant to the stipulation and agreement set out herein.

ORDERED: 6. That this report and order shall become effective on the date hereof.

BY THE COMMISSION

Harvey G. Hubbs

Secretary

(SEAL)

Shapleigh, Chm., Musgrave, Mueller and Hendren, CC., Concur.

Dated at Jefferson City, Missouri, on this 19th day of December, 1983.

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DATE OF ISSUE December , 1983 DATE EFFECTIVE January 1, 1984

C. B. Dushane III, President, 515 Broadway, Hannibal, MO 63401

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Attachment A Page 2 of 5

#### GREAT RIVER GAS COMPANY

FOR THE MUNICIPALITIES LISTED ON SHEET NO. 3 AND THE UNINCORPORATED CONTIGUOUS TERRITORY.

# ADJUSTMENT FOR COST OF PURCHASED GAS (Continued)

V = Sales of 20,487,250 Therms

S = The estimated total dollar cost of storage for gas calculated by summing the products of the most recent unit costs of the gas storage contracts from the supplier times the corresponding annual contracted volumes of:

Off-peak, 7 year term contract 40,000 MCF's and, ANR-Storage service contracts 50,000 MCF's

- b = The base or imbedded purchased gas cost, per therm of sales, to be computed by (1) pricing the volume of gas purchased from the supplier for such base period as defined in (P) above at the appropriate wholesale rates set out above, plus the cost of storage of gas to be computed by pricing the contracted volumes as defined in (S) above at the appropriate contract rates set out above, and (2) dividing the sum of these amounts by the corresponding sales as defined in (V) above. The base purchased gas cost so determined is 46.34¢ per therm.
- +2. The Purchased Gas Adjustment so determined shall remain in effect until the next Purchased Gas Adjustment becomes effective hereunder, or until retail rates are otherwise changed by law or order of the Commission. Each Purchased Gas Adjustment filed hereunder shall cancel and supersede the previously effective Purchased Gas Adjustment and shall reflect the net Purchased Gas Adjustment to be effective thenceforth.
- +3. No new Purchased Gas Adjustment will be submitted unless the current increase or decrease in cost of purchased gas amounts to more than a .01¢ per therm change.
- +4. The amount of the regular Purchased Gas Adjustment per therm shall be applied to bills rendered to the Company's customers receiving the service affected by the change in the wholesale rates on a prorated basis from the effective date of the wholesale rate change; provided, however, that in the case of an increase in charges, the adjustment shall not be made until the Purchased Gas Adjustment hereinafter provided for shall have first been on file with the Commission for a period of ten days.
- +5. At least ten days before applying any Purchased Gas Adjustment, the Company shall file with the Commission an Adjustment Statement showing:
  - (a) The computation of the revised purchased gas costs described in Paragraph No. 1 above.
  - (b) An Adjustment Statement Sheet No. 200 setting forth the rate schedules of the Company to which the Purchased Gas Adjustment is to be applied, the net amount per therm, expressed to the nearest .01¢ to be used in computing the Purchased Gas Adjustment applicable to customer's bills and the effective date of such adjustment. The Company shall also file with the Commission as soon as available, copies of any orders or other pertinent information applicable to the wholesale rate(s) charged the Company by its natural gas supplier.

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GREAT RIVER GAS COMPANY

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FOR THE MUNICIPALITIES LISTED ON SHEET NO. 3 AND THE UNINCORPORATED CONTIGUOUS TERRITORY.

ADJUSTMENT FOR COST OF PURCHASED GAS
(Continued)

#### +II. DEFERRED PURCHASED GAS COST ACCOUNT(S):

+1. Effective upon approval by the Commission, an Interim Deferred Accounting Procedure shall become effective whereby the Company separately accounts for undercollections and/or overcollections under its Purchased Gas Adjustment Clause. Only supplier increases and decreases (and their related recovery) occurring subsequent to the approval of this procedure are subject thereto. In the event an overcollection occurs, such overcollection shall be credited to an "Actual Cost Adjustment" account (ACA). In the event an undercollection occurs, it shall be debited to an "Actual Cost Adjustment" account (ACA). Any resulting overcollections or undercollections will be amortized through rates over a twelve month period beginning July 1, 1984.

This Deferred Accounting Procedure shall terminate on May 31, 1984, and all other Deferred Accounting Procedures of this tariff shall then apply.

+2. The Company shall establish and maintain a Deferred Purchased Gas Cost Account which shall be credited with any over-recovery resulting from the operation of the Company's PGA procedure or debited for any under-recovery resulting from same.

Such over or under-recovery shall be determined by a monthly comparison of the actual (as billed) cost of gas shown on the books and records of the Company for each cost month. including the cost in connection with natural gas storage and transportation agreement(s) with non-affiliated sources and the purchase and/or use of hydrocarbons used to supplement natural gas purchases, exclusive or refunds, to the cost recovery by the Company for the revenue month corresponding the cost month. The revenue recovery shall be calculated by multiplying the therm sales, for each period between any rate changes within the revenue month, by the applicable effective revenue components for such period related to cost of gas purchased. Such revenue components (on a per therm basis) shall be the sum of the base or imbedded cost, the "Regular Purchased Gas Adjustment," and the prior year's "Actual Cost Adjustment" (ACA), as herein defined. For each twelve month billing period ending May 3% the differences of the comparisons described above, including any balance of credit for the previous year, shall be accumulated to produce a cumulative balance of over-recovered or under-recovered costs. An "Actual Cost Adjustment" (ACA) shall be computed by dividing the cumulative balance of under-recoveries or over-recoveries by the estimated volume of total sales during the subsequent twelve month period. This adjustment shall be rounded to the nearest .01¢/them and applied to billings with the July revenue month. The "Actual Cost Adjustments" shall remain in effect until superseded by subsequent "Actual Cost Adjustments" calculated according to this provision. The Company shall file any revised ACA in the same manner as all other Purchased Gas Adjustments.

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GREAT RIVER GAS COMPANY

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FOR THE MUNICIPALITIES LISTED ON SHEET NO. 3 AND THE UNINCORPORATED CONTIGUOUS TERRITORY.

# ADJUSTMENT FOR COST OF PURCHASED GAS (Continued)

#### REFUND PROVISION

For the purpose hereof, unless the Missouri Public Service Commission shall otherwise order, refunds or a balance in the refund account in excess of \$2,000 (including appropriate interest) shall be refunded to such customers as a reduction in their Purchased Gas Adjustment. Within ninety (90) days of the receipt of a refund in excess of \$2,000, or the balance reaching \$2,000, the Company shall file with the Commission, and propose to make effective, the appropriate Purchased Gas Adjustment reflecting the decrease and an associated statement showing the computation of the refund adjustment.

The refund adjustment per therm shall be determined by dividing the appropriate refund amount, including interest, by the therm sales during the first twelve of the previous fourteen calendar months preceding the date of receipt of the refund. The amount of the unit refund adjustment shall be computed to the nearest 0.01 cent per therm.

The length of the refund period shall generally be twelve (12) months, except that each refund period may be lengthened or shortened by the Company, to avoid a total refund materially above or below the refundable amount.

After the refunding period is completed, the difference between the refunds(s) received from the Company's supplier and the amount refunded, shall be determined and said difference (debit or credit) retained in the refund account until such time as a subsequent refund is received from such supplier. The balance in said refund account shall be added to the subsequent refund before computing a new refund adjustment.

In the event any refund received from the Company's supplier is less than \$2,000, said refund shall be credited to the refund account. The credit balance in said account, exclusive of those amounts which have been included in the calculation of refunds then in progress, shall be accumulated to \$2,000 before commencing a subsequent refund as hereinabove provided.

The "appropriate interest" to be paid by Great River, on refunds and refund balances (referred to above) shall be at a rate of 9% per annum.

DATE OF ISSUE December , 1983

DATE EFFECTIVE January 1, 1984

C. B. Dushane III, President, 515 Broadway, Hannibal, MO 63401

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GREAT RIVER GAS COMPANY

FOR THE MUNICIPALITIES LISTED ON SHEET NO. 3 AND THE UNINCORPORATED CONTIGUOUS TERRITORY.

# ADJUSTMENT FOR COST OF PURCHASED GAS (Continued)

#### ADJUSTMENT STATEMENT

As provided in Sheets 19, 20, 20A, and 20B this Purchased Gas Adjustment Clause, the following adjustment in cents per therm will become effective with billings for service rendered on and after the effective date of this tariff.

	Reg. PGA	Refund	<u>ACA</u>	Total PGA
For Gas Sold Under Sheets:				
MO. P.S.C. No. 1				
3rd Revised Sheet No. 4	0.00¢	~0.32¢	0.000	-0.32¢
3rd Revised Sheet No. 5	0.00¢	-0.32¢	0.00¢	-0.32¢

\*indicates new rate or text. \*indicates change.

DATE OF ISSUE December , 1983

DATE EFFECTIVE January 1, 1984

ISSUED BY C. B. Dushane III, President

15 Broadway, Hannibal, MO 63401

**GREAT RIVER GAS COMPANY** 

HANNIBAL, MISSOURI 63401

Account No.	Date	AUG-STOCK Company of the State of the State of the August State of the
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Dear Customer:

We wish to inform you that our records of your gas service account indicate that you have been late in paying your gas bill three (3) times during the previous twelve (12) month period.

In accord with the Company's Rules and Regulations as approved by the Missouri Public Service Commission, the Company may require you to put up a deposit, or increase your current deposit, if you are late in paying your bill five (5) times during the previous twelve (12) month period.

This notice is to advise you of the Company's policy that you may be required to put up a deposit, or increase your present deposit, if you continue to make late payments. The amount of the deposit may be equal to twice the amount of the highest monthly bill you received during the preceding twelve (12) months.

Should a deposit be required, the Company will pay you interest at a rate of 9% per annum. The deposit will be refunded if and when you have made satisfactory payment of all proper charges for a period of twelve (12) successive months.

If you have any questions about this letter, you may make further inquires through our local office. The address and telephone number where you may inquire is:

515 Broadway Hannibal, MO 63401 314-221-6400 (Hannibal customers) 800-331-6400 (all customer not in Hannibal)

Credit and Collections Supervisor

/ww