#### BEFORE THE PUBLIC SERVICE COMMISSION

#### OF THE STATE OF MISSOURI

In the matter of St. Joseph Light & )
Power Company's proposed tariffs to )
increase rates for gas service ) Case No. GR-93-42
provided to customers in the Missouri )
service area of the company.

### **APPEARANCES**

James C. Swearengen, Attorney at Law, Brydon, Swearengen & England, P.O. Box 456, 312 E. Capitol, Jefferson City, Missouri 65101

David A. Baird, Attorney at Law, 1226 Parkdale Road, Maryville, Missouri 64468

Douglas Micheel, Assistant Public Counsel, Office of the Public Counsel, P.O. Box 7800, Jefferson City, Missouri 65102

Robert J. Hack, Deputy General Counsel, Missouri Public Service Commission, P.O. Box 360, Jefferson City, Missouri 65102

Hearing Examiner: Janet L. Sievert

### REPORT AND ORDER

### Procedural History

On August 7, 1992, St. Joseph Light & Power Company (SJLPC) submitted tariffs to this Commission reflecting increased rates for gas service provided to customers in the Missouri service area of the company. The proposed tariffs bore a requested effective date of September 7, 1992. The proposed tariffs were designed to produce an increase of approximately eight percent (8%) (\$330,000) in charges for gas service. On September 1, 1992, the Commission issued an order suspending the tariffs to July 5, 1993, establishing an intervention date and a procedural schedule. On October 16, 1992, the City of Maryville was granted intervention.

Pursuant to the procedural schedule, testimony was filed and a prehearing conference was convened on March 1, 1993. SJLPC, the Staff of the Missouri Public Service Commission (Staff) and the Office of the Public Counsel (Public Counsel) appeared and participated in the prehearing conference. The City of Maryville failed to appear or participate at the prehearing conference. As a result of the prehearing conference on March 19, 1993, SJLPC, Staff and

Public Counsel filed a Stipulation and Agreement and proposed resolution of all issues in this proceeding. The Stipulation and Agreement is attached hereto as Attachment A and incorporated herein by reference.

### Findings of Fact

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

SJLPC is a public utility which provides gas service in Missouri. In this case, SJLPC sought Commission approval of an annual increase in gas service of \$330,000. As a result of the negotiations between the parties, it is recommended that the Commission approve an increase to produce an overall Missouri jurisdictional gross annual revenue of \$275,000 exclusive of the Purchased Gas Adjustment provisions and any applicable license, occupation, franchise, gross receipts taxes or other similar fees or taxes. The Stipulation and Agreement was filed on behalf of SJLPC, Staff and Public Counsel. The City of Maryville failed to appear at the prehearing conference and did not participate in the negotiations or preparation of the Stipulation and Agreement. However, the City of Maryville has expressed no objection to the Stipulation and Agreement.

As part of the Stipulation and Agreement, SJLPC has agreed to file tariffs which provide for a six percent (6%) interest charge on over-collections of the ACA account when over-collections exceed five percent (5%) of gas costs and a "ceiling" of sixty (60) cents per Ccf on PGA filings. Additionally, SJLPC has agreed to file tariffs thirty (30) days after the Commission issues its Report and Order in Case No. GR-93-47 concerning Staff's billing adjustment proposal. Both of the issues set forth above will be litigated in Case No. GR-93-47. SJLPC has agree to abide by the Commission's decisions on these issues and to file tariffs reflecting said decision thirty (30) days after the Report and Order is rendered. Furthermore, in settlement of this case, SJLPC will, within four (4) months of the effective date of this order, file tariff sheets containing revised rules and regulations for other miscellaneous charges for its

natural gas operations similar to those it has proposed for its electric operations. The parties have agreed that SJLPC's maintenance of its continuing property records and depreciation reserve for its natural plant operations will remain a viable issue between SJLPC and Staff to be resolved in the context of other proceedings now pending before this Commission (i.e., either Case No. ER-93-41 or Case No. GX-93-238).

The Commission has reviewed the terms of the Stipulation and Agreement and finds that they are just and reasonable. The overall revenue increase is a compromise between the parties' positions. In addition, the Commission finds that it is reasonable to delay decision on the billing adjustment issue and the ACA account issue pending the Commission's decision in Case No. GR-93-47. The Commission also concludes that the prefiled direct testimony, schedules, exhibits and minimum filing requirements submitted by SJLPC, Staff and Public Counsel should be received into the record.

### Conclusions of Law

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

St. Joseph Light & Power Company is a public utility subject to the jurisdiction of this Commission pursuant to Chapters 386 and 393, RSMo 1990. The tariffs which were the subject matter at this proceeding were suspended pursuant to the authority vested in this Commission in Section 393.150, RSMo 1990. The burden of proof to show that the proposed increased rates are just and reasonable shall be upon SJLPC. The Commission, after notice and hearing, may order a change in any rate, charge or practice including rate design and it may determine and prescribe a lawful rate, charge or practice hereafter to be observed. For ratemaking and rate design purposes, the Commission may accept a Stipulation of settlement on any contested matter submitted by the parties. The Commission concludes the proposed rate increase provided for in the Stipulation and Agreement attached hereto is just and reasonable and should be adopted. Commission further concludes that SJLPC should file tariffs conforming to the terms of the Stipulation and Agreement.

#### IT IS THEREFORE ORDERED:

- 1. That the proposed tariffs submitted on August 7, 1992 by St. Joseph Light & Power Company are hereby rejected and St. Joseph Light & Power Company is authorized to file in lieu thereof tariffs designed to increase gross revenues exclusive of the Purchased Gas Adjustment provisions and any applicable license, occupation, franchise, gross receipts taxes or other similar fees or taxes in compliance with the Stipulation and Agreement, Attachment A.
- 2. That the prefiled direct testimony, schedules, exhibits and minimum filing requirements submitted by St. Joseph Light & Power Company, the Staff of the Missouri Public Service Commission and the Office of the Public Counsel be, and are, hereby received into the record.
  - 3. That this order shall become effective on April 5, 1993.

BY THE COMMISSION

Brent Stewart Executive Secretary

(SEAL)

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

Dated at Jefferson City, Missouri, on this 26th day of March, 1993.

## BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

In the Matter of St. Joseph Light & )

Power Company's Proposed Tariffs to )

Increase Rates for Gas Service ) Case No. GR-93-42

Provided to Customers in the Missouri )

Service Area of the Company. )

### STIPULATION AND AGREEMENT

On August 7, 1992, St. Joseph Light & Power Company ("SJLP") submitted to this Commission tariffs reflecting increased rates for gas service provided to customers in its Missouri service area. The proposed tariffs contained a requested effective date of September 7, 1992 and were designed to produce an increase of approximately \$330,000 in charges for gas services.

By Order dated September 1, 1992, the Commission suspended the proposed tariffs and established a procedural schedule for interventions, the pre-filing of testimony and exhibits, and hearings. On October 16, 1992, the Commission issued an Order granting the application to intervene filed by the City of Maryville, Missouri.

Pursuant to the procedural schedule established by the Commission, a prehearing conference was convened on March 1, 1993. SJLP, the Commission Staff, and the Office of the Public Counsel appeared and participated at the prehearing; the City of Maryville did not attend.

As a result of the prehearing conference, the undersigned parties ("Parties") have reached the following stipulations and agreements:

- 1. SJLP shall be authorized to file revised gas tariffs and rate schedules designed to produce an increase in overall Missouri jurisdictional gross annual revenues of \$275,000, exclusive of the Purchased Gas Adjustment provisions and any applicable license, occupation, franchise, gross receipts taxes or other similar fees or taxes.
- 2. The form of tariff sheets reflecting this increase and allocating it among the existing rate schedules are set forth in Attachment 1 hereto. The actual compliance filing of such tariff sheets and rate schedules shall become effective as soon as possible, but in any event no later than April 5, 1993. The tariff sheets set out in Attachment 1 hereto also reflect other agreements by the Parties including agreed upon changes or additions to the General Terms and Conditions for the provision of Gas Service as well as revisions to SJLP's Purchased Gas Adjustment ("PGA") Clause.
- 3. The tariff sheets set out in Attachment 1 also reflect changes to SJLP's rate structure which equalized the commodity rates between the two service districts for all three rate classes. In addition, the large volume customer charges were also equalized between districts.
- 4. The impacts on a "typical" residential customer of the revenue increase and rate structure changes contained in Attachment 1 are set out in Attachment 2 to this Stipulation and Agreement.
  - 5. The Staff has proposed a billing adjustment proposal

which is described in detail on Schedule 2 to the direct testimony of Staff witness Wendell R. Hubbs. A similar proposal was contained on Schedule 4 of the direct testimony of Staff witness David Sommerer in Case No. GR-93-47, concerning a general rate increase proposed by United Cities Gas Company. SJLP has agreed to abide by the Commission's decision regarding the issue in Case No. GR-93-47 and hereby states that it will file tariff sheets which conform to the Commission's report and order in that case within 30 days of its effective date. Staff agrees not to use SJLP's settlement on this issue as an argument to support its position on this issue in Case No. GR-93-47.

- 6. As a part of this Stipulation and Agreement, there are tariff provisions in Attachment 1 which provide for a charge of 6% interest on over-collections of the ACA account when over-collections exceed 5% of gas costs and a "ceiling" of 60 cents per Ccf on PGA filings. These two issues will be litigated in Case No. GR-93-47. SJLP has agreed to abide by the Commission's decision regarding these issues in Case No. GR-93-47 and hereby states that it will file tariff sheets which conform to the Commission's Report And Order in that case within 30 days of its effective date. Staff agrees not to use SJLP's settlement on these issues as an argument to support its position in Case No. GR-93-47.
- 7. SJLP shall, within four months of the effective date of the Commission's order approving this Stipulation and Agreement, file tariff sheets containing revised rules and regulations and

other miscellaneous charges for its natural gas operations similar to those the Company has proposed for its electric operations.

- 8. SJLP's maintenance of its continuing property records and depreciation reserve for its natural gas plant operations remain open issues between SJLP and the Staff, to be resolved in the context of other proceedings now pending before this Commission (i.e., either Case No. ER-93-41 or Case No. GX-93-238).
- 9. The prefiled direct testimony, schedules, exhibits and minimum filing requirements submitted by SJLP, Commission Staff, and Office of Public Counsel regarding Case No. GR-93-42 shall be received into evidence without the necessity of their respective witnesses taking the stand.
- 10. This Stipulation and Agreement represents a negotiated dollar settlement for the sole purpose of disposing of this case, and none of the signatories to this Stipulation and Agreement shall be prejudiced or bound in any manner by the terms of the Stipulation and Agreement in any other proceeding, except as otherwise specified herein.
- 11. None of the signatories 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 this Stipulation and Agreement and the rates provided for herein.
  - 12. In the event the Commission accepts the specific terms

of this Stipulation and Agreement, the signatories waive their respective rights to cross-examine witnesses and their respective rights:

- (a) to present oral argument and written briefs pursuant to Section 536.080.1 RSMo. 1986,
- (b) to the reading of the transcript by the Commission pursuant to Section 536.080.2 RSMo. 1986, and
- (c) to judicial review pursuant to Section 386.510 RSMo.
- 13. This Stipulation and Agreement has resulted from extensive negotiations among the signatories and the terms hereof are interdependent. In the event the Commission does not approve and adopt this Stipulation and Agreement in total, or in the event the revised tariffs do not become effective in accordance with the provisions contained herein, the Stipulation and Agreement shall be void and no signatory shall be bound by any of the agreements or provisions hereof.
- 14. The Staff shall have the right to give the Commission a summary of the provisions of the Stipulation and Agreement, and to provide to the Commission whatever further explanation the Commission requests. The summary shall not become a part of the record of this proceeding and shall not bind or prejudice the Staff in any future proceeding or in this proceeding in the event the Commission does not approve the Stipulation and Agreement. The contents of the summary provided by Staff are its own and are not acquiesced in or otherwise adopted by the other signatories

to the Stipulation and Agreement, whether or not the Commission approves and adopts this Stipulation and Agreement.

Respectfully submitted,

David A. Baird Attorney at Law 1226 Parkdale Rd. Maryville, MO 64468

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Gary W. Duffy

Brydon, Swearengen & England Jefferson City, MO 65102

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Jefferson City, MO 65102

Robert J. Hack William S. Shansey

Eric B. Witte

Missouri Public Service Commission

P.O. Box 360

Jefferson City, MO 65102

Douglas Micheel

Office of the Public Counsel

P.O. Box 7800.

### 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 attached service list this 19th day of March, 1993.

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Residential (FRT)	911	4.1
General Service	920	5
General Service (FRT)	921	5.1
Large Service	930	6
Available For Future Use		7
Transportation Service	971	7.1 - 7.4
Available for Future Use	•	7.5 - 7.8
Purchased Gas Adjustment Clause		8 - 9.4
Available for Future Use		9.5 - 9.93
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3. Contract Period		10
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B. Non-Residential		10
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6. Access for Company's Empl	oyees	11
7. Continuity of Service	-	11
8. Non-Payment		11-12
9. Interference		12
10. Reconnection of Service		12
11. Indemnity to Company		12
12. Resale of Gas		13
13. Lighting of Pilot Lights		13
14. Gas Service Line Installa	tion by Company	
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St. Joseph Light Name of Issuin	& Power Compa g Cosposation	nny For		own or City =
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St. Joseph, Missouri

address

President

title

R-01

ISSUED BY T. F. Steinbecker

name of officer

Available for any Large Service Natural Gas Service customer under schedule 930 who meets all of the following criteria:  1) The customer agrees to conform to the contents of this schedule and contract for a period of twelve consecutive months.  2) The minimum quantity transported cannot fall below an average of 50 Dth/day for the six highest usage months during the contract year.  3) The customer must have a current and valid contract with the pipeline transporter.  4) Transportation service shall be available under this schedule provided that any penalty incurred by the Company for supplying such service to the customer is fully recovered from the customer.  RATE  Service Charge for each meter		P.S.C.					XXXXXXX Revised			
SCHEDULE "971"  Natural Gas Transportation Service  SCHEDULE "971"  Natural Gas Transportation Service  NAVAILABILITY  Available for any Large Service Natural Gas Service Customer under Schadule 930 who meets all of the following criteria:  1) The customer agrees to conform to the contents of this schedule and contract for a period of twelve consecutive months.  2) The minimum quantity transported cannot fall below an average of 50 Dth/day for the six highest usage months during the contract year.  3) The customer must have a current and valid contract with the pipeline transporter.  4) Transportation service shall be available under this schedule provided that any penalty incurred by the Company for supplying such service to the customer is fully recovered from the customer.  PARE  Service Charge for each meter							Pevised		No.	7.1
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Available for any Large Service Natural Gas Service customer under Schedule 330 who meets all of the following criteria:  1) The customer agrees to conform to the contents of this schedule and contract for a period of twelve consecutive months.  2) The minimum quantity transported cannot fall below an average of 50 Dth/day for the six highest usage months during the contract year.  3) The customer must have a current and valid contract with the pipeline transporter.  4) Transportation service shall be available under this schedule provided that any penalty incurred by the Company for supplying such service to the customer is fully recovered from the customer.  RATE  Service Charge for each meter			Natural			-	Service			
Available for any Large Service Natural Gas Service customer under Schedule 330 who meets all of the following criteria:  1) The customer agrees to conform to the contents of this schedule and contract for a period of twelve consecutive months.  2) The minimum quantity transported cannot fall below an average of 50 Dth/day for the six highest usage months during the contract year.  3) The customer must have a current and valid contract with the pipeline transporter.  4) Transportation service shall be available under this schedule provided that any penalty incurred by the Company for supplying such service to the customer is fully recovered from the customer.  RATE  Service Charge for each meter										
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T. F. Steinbecker

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Cancelling P.S.C. MO. No. 4 2nd Revised  St. Joseph Light & Power Company  Name of Issuing Corporation  SCHEDULE "971"  Natural Gas Transportation Service  SPECIAL RULES (Continued)  the Company's main extension and special facilities policies.  If the customer does not have a currently valid contract with transporter or if the contract is terminated in any way, the Company imbalance or customer desire to terminate transportation service.  Should the customer desire to terminate transportation serving imbalance or customer credit shall be settled within ten day final reconciliation by the transporting pipeline.  Load balancing and backup supply shall be combined into a service for the customer. Transportation under this schedule may provided in conjunction with the terms and conditions of Large in excess of the gas received by the Company shall be considered balancing and/or backup supply. This excess gas shall be billed according to Schedule "930" in which load balancing and in excess of the gas received by the Company shall be considered balancing and/or backup supply. This excess gas shall be billed according to Schedule "930". If more gas is received by the Company shall be considered be according to Schedule "930". If more gas is received by the Company shall be considered to the customer's meter(s), a credit shall be to the customer's bill, less the monthly service charge.  The customer must meet all the qualifications of the Large Service Natural Gas Service Schedule "930". The customer's transportat service shall be at the same delivery priority as the Large Ser Natural Gas Service Schedule "930". The customer's transportat service shall be at the same delivery priority as the Large Ser Natural Gas Service Schedule "930".  In the event of a system supply emergency in which the su	
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\*Indicates new rate or text (Continued)

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DATE OF ISSUE DATE EFFECTIVE month day year

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

Name of Issuing Corporation	Community, Town or City
St. Joseph Light & Power Company For	Revised All Territory Served
Cancelling P.S.C. MO. No. 4 2nd	Revised  VYYXXXX SHEET No. 7.3
P.S.C. MO. No. 4 3rd	XYYXXXX SHEET No. 7.3

# SCHEDULE "971" Natural Gas Transportation Service

### SPECIAL RULES (Continued)

amount required to meet the demands of its sales customers in that area which are classified in priority category one and that part of category two as to which the unavailability of natural gas will imperil human life or health, Company may defer delivery of customer's gas received (deferred gas) for a period not to exceed ten days, or as soon thereafter as Company is able to obtain replacement gas for delivery to customer. To the extent Company defers delivery, the Company shall reimburse the customer for the amount per MMBTU by which the "applicable price" exceeds the "delivered cost" to customer of the deferred gas. Such reimbursement shall be made if deferred gas would not otherwise have been curtailed pursuant to the curtailment rules of the Company that are applicable to the customer during the system supply emergency. The "applicable price" as referenced above shall be defined as the price of number 6 fuel oil published by the Federal Energy Regulatory Commission pursuant to 18 CFR Sec. 282.404, or the published price for such other alternative fuel ordinarily used by the customer to replace natural gas for the deferment period. The "delivered cost" as referenced above shall be defined as the total cost of the deferred gas inclusive of all transportation and other charges. Such reimbursement shall be accounted for by Company as a purchased gas expense. Company shall use its best efforts to notify customer 24 hours in advance of any such deferral, but shall not be liable for failure to give such advance notice when circumstances do not permit. Company shall not impose any storage charge upon customer for deferral of gas pursuant to this paragraph.

Customer warrants the gas delivered to Company for transport hereunder shall be free from all adverse claims, liens and encumbrances and shall indemnify and save Company harmless from and against all suits, actions, causes of action, claims and demands, including attorneys' fees and costs, arising from or out of any adverse claims by third parties claiming ownership of or an interest in said gas, caused by the failure to provide clear title to the gas.

(Continued)

- \*Indicates new rate or text
- +Indicates change

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ISSUED BY T. F.	Steinbeck	er	President	St. Jose	ph. Mi	ssouri

P.S.C. MO. No. 4 3rd CINCY SHEET NO. 7  Cancelling P.S.C. MO. No. 4 2nd Revised CINCY SHEET NO. 7  St. Joseph Light 5 Power Company For All Territory Served  Name of Issuing Corporation Community. Town or City  SCHEDULE "971"  Natural Gas Transportation Service  SPECIAL RULES (Continued)  Company shall not be responsible in any way as to any damages or claims relating to the customer's gas or the facilities of others containing such gas, prior to delivery into the facilities of Company or after the redelivery to the customer.		•		
Cancelling P.S.C. MO. No. 4 2nd Revised  St. Joseph Light & Power Company For All Territory Served  Name of Issuing Corporation Community. Town or City  SCHEDULE "971"  Natural Gas Transportation Service  SPECIAL RULES (Continued)  Company shall not be responsible in any way as to any damages or claims relating to the customer's gas or the facilities of others containing such gas, prior to delivery into the facilities of Company				
Cancelling P.S.C. MO. No. 4 2nd  Revised St. Joseph Light & Power Company Name of Issuing Corporation  SCHEDULE "971"  Natural Gas Transportation Service  SPECIAL RULES (Continued) Company shall not be responsible in any way as to any damages or claims relating to the customer's gas or the facilities of others containing such gas, prior to delivery into the facilities of Company	P.S.C. MO. No.	4 324	<del>~~</del> <del>~~</del> *\$¥x¥¥	SHEET No. 7
St. Joseph Light & Power Company For All Territory Served  Name of Issuing Corporation Community, Town or City  SCHEDULE "971"  Natural Gas Transportation Service  SPECIAL RULES (Continued)  Company shall not be responsible in any way as to any damages or claims relating to the customer's gas or the facilities of others containing such gas, prior to delivery into the facilities of Company	Cancelling P.S.C. MO. No.:	4 2nd		SHEET NO. 7
SCHEDULE "971"  Natural Gas Transportation Service  SPECIAL RULES (Continued)  Company shall not be responsible in any way as to any damages or claims relating to the customer's gas or the facilities of others containing such gas, prior to delivery into the facilities of Company			Revised 1 Territory Serve	d .
Natural Gas Transportation Service  SPECIAL RULES (Continued)  Company shall not be responsible in any way as to any damages or claims relating to the customer's gas or the facilities of others containing such gas, prior to delivery into the facilities of Company	· Name of Issuing Corporation		Community, Tov	wn or City
Company shall not be responsible in any way as to any damages or claims relating to the customer's gas or the facilities of others containing such gas, prior to delivery into the facilities of Company	Natura.	1 GWB Transportati	FOU SETAIGE	
	Company shall not be re claims relating to the custom containing such gas, prior to	mer's gas or the i o delivery into th	facilities of other	ers
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RESPONSIBILITY FOR TRANSPORTED CAS  It is understood and agreed by the parties that ownership of				
		ED CAS		

## OPTIONAL TRANSPORTATION RELATED SERVICES

transportation of natural gas under this schedule.

The Company may provide optional transportation related services which are not contemplated in Schedule "971" to the customer on an individually contracted basis. Copies of such contracts will be submitted to the Missouri Public Service Commission.

taking service under Schedule "971", agrees to pay any additional costs or fees imposed upon the Company by outside sources related to the

The Company reserves the right to charge and the customer, by

\*Indicates new rate or text

+Indicates change

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

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Cancelling P.S.C. MO. No.	4 5th	Revised XXXXXXX SH	HEET No. 8
		מחייו צבה	
St. Joseph Light & Power Comp	any For All	Territory Served	
Name of Issuing Corporation		Community, Town	ar City
	ed gas adjustment		
N:	atural Gas Servic	*	
PURCHASED GAS ADJUSTMENT (PGA)	CLAUSE		
APPLICABILITY This Purchased Cas Adjust	ment (PGA) appli	es to all sales of	
natural gas service provided un	nder all natural	gas rate schedule	and
contracts. While transportation	on service by its	elf is not a sale	of
natural gas, charges approved )	oy the Missouri P	ublic Service Com	mission
which the Company is required	to pay, for examp	le, in regard to	fixed
Take-or-Pay (TOP) related char	ges, shall be pro	portionally bille	1 to
transportation service custome:	rs se browlded to	r in this Clause.	
The PGA shall remain in	effect until the	next PGA becomes	
effective hereunder, or until			by
order of the Commission. Each			
hereunder shall cancel or supe	rsede the previou	sly effective RPG	λ.
	<b>-</b>	•	
No new PGA will be submi			
or decrease in purchased gas c		at least 4% based	on
total estimated coats of purch	ased gas.	•	
The resulting increase o		DCR featow shall	<b>b</b>
made effective on the first bi			
of the new PGA factor.	tring cities or co	to month arous app	
02 00 1.00 1.00			
Any revision of the PGA			
become effective only after be		the Commission fo	or a
period of at least twenty (20)	days.		
The Company shall file w	ith the PGA fill	ng:	
1. The computation of	f env chances in	oach marticular D	23
component, including the			
Transition Cost factor,			
		•	
2. The revised "PGA			
setting forth the net an		o be billed custo	mers for
natural gas wholesale pr	rchases;		
	والمعالم المعالم المعالم المعالم	sa Manueles	
3. The Company shall as available, copies of			
as available, copies or applicable to the rate(			
supplier(s);	ol amerage and or		
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	<del></del>	PURCHASED G		STMENT CLAU	JSE (Continued)	
			Natura	ll Gas Servi	.ce	
	4.	Any supporting w		ts and data	related to the	proposed
1	PGA I	factor change; and	,			
	5.	A transmittal le proposed PGA facto		plaining th	e changes in rat	es in
	tue F	proposed PGA racco				
	I. <u>REGUL</u>	AR PURCHASED GAS	<u>ADJUSTH</u>	ENT (RPGA)	FACTOR	
	The c	charges which the	Company	makes for	gas shall be sub	ject to
	creases c	or decreases due t	o the i	ncreases an	d decreases in t	he cost
1	-	chased from the Co	wbsuh, a	wholesale	supplier(s) of n	atural
) ga	\$.					
ir Re	s from th crease or gular Pur	ne event of increa ne Company's whole decrease its est chased Gas Adjust	sale su imated ment (R	pplier(s), gas cost re PGA) factor	the Company may covery rate call	file to ed the
ae	stermined	by the following	IOIMULA	. J		
	λ.	RPGA = (P/V)				
- 1					djustment, which	
1		retail price of	the who	lesale cost	s paid or to be	paid by
					ier(s). These r	ates
		shall be rounded	to the	e nearest \$0		
					t of purchased g	
		the wholesale suby pricing out 8			cost shall be det crchases.	ermine
					Lume of 8,171,662	Ccf.
		Note: The above	formu	a does not	contain any amou	ints for
		fixed (non-volum				
1					COS /EOT) veg-ac-	نسيد.

Commission (FERC) authorized Take-or-Pay (TOP) costs, Refund adjustments or Transitional Cost (TC) charges and credits. These charges and credits are addressed separately and recovered through the separate factors as set out in this Clause.

*Indicates	new	rate	$\circ r$	text	(Continued)
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St. Joseph Light & Power Company	у	For All	Revised Territory Served		
Name of Issuing Corporation			Community, Town or City	y <u> </u>	

# PURCHASED GAS ADJUSTMENT CLAUSE (Continued) Natural Gas Service

The RPGA factor request will not exceed \$0.6000 per Ccf. The Company may file to change this ceiling as it determines appropriate pursuant to a 30-day filing.

### II. ACTUAL COST ADJUSTMENT (ACA) FACTOR

A. Beginning with the June, 1993, Actual Cost Adjustment (ACA) factor filing, the Company shall maintain an ACA account which shall be credited or debited by the amount of any gas cost revenue recovery in excess or deficiency of the actual cost of natural gas purchased by the Company. The Company has the burden to prove that all costs included in the ACA, TOP, TC and Refund factor reconciliations and factor developments were prudently incurred.

All similar territorial account balances shall be combined for the computation of the June, 1993, ACA, TOP, TC and Refund factor filings.

Any excess or deficiency in total gas cost recovery shall be determined by a monthly comparison of the actual prudently incurred cost of natural gas purchased by Company with the actual as-billed revenues recovered by the Commission-approved RPGA and ACA factors. TOP, TC and Refund factors shall all be reconciled similarly but separately from the development of this ACA factor.

- B. The amounts of gas cost revenue recovery for each month shall be the product of that month's actual billed Ccf sales, theapplicable RPGA factor(s) and the ACA factor(s) in effect during that same month.
- C. For each twelve-month (12) period ending with the April revenue month, the differences resulting from the comparisons described above including any balance or credit for the previous year shall be accumulated to produce a cumulative balance of excess or deficiency of gas cost revenue recovery. ACA factors shall be computed by dividing these cumulative balances by the estimated annualized and normalized sales volumes expected during the next ACA audit period. All actual ACA revenues recovered shall be debited or credited to the appropriate balance of the ACA account and any remaining balance shall be reflected in subsequent ACA factor computations.
- \*Indicates new rate or text
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ISSUED BY T.	F. Stein	becker	<u> </u>	Presid	ent St.	Joseph,	Missouri
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St.		Light & Fower	Company For A	Revised All Territory Serve	
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D.	applie ACA fa subsect twelve over-x factor	ed to billings cactor shall rema quent ACA calcul (12) months ne refund or over-c ts in the same m	commencing with the in in effect untileated according to leds to be shorten collection. The C	arest \$0.0001 per 0 e June revenue mont 1 superseded by a this provision, uned to prevent a sign ompany shall file 2 r PGA factors in acclause.	h. This nless the nnificant NCA
E.	if the accourcests interest recover one year computer than the com	ere is an over-rat that exceeds reported for the set at the rate ered amount at tear's interest w	ecovery of the enfive (5) percent es same ACA period of six (6) percent the date of the envill be included is erest amounts so	period ending Apriding balance of the of the total actual, the Company shall ton the total over d of the ACA filing n the ACA factor paid shall not be	ACA Lgas Lpay
III.	REFUNI	FACTOR			!
Α.	suppli amount refund days of or in amount	Ler(s), together is, will be refu d distribution w of receipt by th combination wit	with any interest anded to the Compa will be filed to come company of a re th prior undistrib 1000. The refund f	from its wholesale included in such any's customers. So commence within ningfund which when by outed refunds, exceptactor shall be cal	refund uch ety (90) itself, eds an
	1.	interest paid it estimated number twelve (12) more customers (exclusioner Ccf factor, shall be applied customer's bill multiplying such	by the supplier, so or of Ccf's to be on the Companion of the Companion of the counded to the counded to the counded to over the succeeds	plesale supplier, is shall be divided by sold in the succeency's regular sales ton sales). The repearest \$0.0001 per each regular sales ding twelve (12) moded to by the total Control of the sales billing period.	the ding sulting Ccf, nths by
	licates licates	new rate or tex	ct (Continued	)	

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T. F. Steinbecker

ISSUED BY

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St.		th Light & Power Common of Issuing Corporation	ompany For A	ll Territory Serve	
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		PURCHASED C		AUSE (Continued)	
			Natural Gas Ser	vice	
	2.			shall generally be	
				fund period may be ed to avoid a mate	
		over- or under-r			
	3.	The Company shal	ll add interest p	ayments to the bal	ance of
		refunds received	i from its suppli	ers remaining to b	e
				nterest to be adde	
				hall be computed a such refund balan	
				month. For each	
		•	_	eriod, an estimate	
				company shall be in nd rate to be appli	
		_	to the above para		55
	4.	Company shall f	ile Refund Factor	adjustments in th	emsa s
		manner as all ot	ther Purchased Ga	as Adjustments. Th	e
				conciliation of its	refund
		account at the s	same time as its	ACA TILING.	
IV.	TAKE-	-OR-PAY (TOP) FACT	TOR		
A.				Pay (TOP) account w	
				C-authorized charge	
				OP charges will be les customers and i	
				tail sales customer	
				ctor included in the	
				portation customers h unit transported.	
	1.	The Company sha	ll file annually	, simultaneously w	ith its
	YCY	filing, a propose	d TOP ractor rate	e and prior year To shall be determine	i bv
				an annualized fig	
	repr	esenting monthly	TOP payments due	over the succeedi	ng twelve
				otal Ccf throughpu	
				ulting factor, rouse applied to all cu	
				months by multiply	
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St. Joseph, Missouri

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				TI dan set	<u> </u>	·		
	factor by the total monthly billing pe		del	ivered to	each custo	mer in	each	
	2. The Company factor rate if the anticipated to exc	annual	imp	act of the				
-	3. The original charged may be les materially above daffected period.	ngthened	or	shortened	, to avoid	a total	charge	t
	4. The TOP accordevenue recovered using the monthly customers and each customers and all charges paid to it	from th actual unit to prudent	e ap bill rans ly i	plication ed sales ported for nourred f	of the TOP by cycle for transport ixed FERC-	factor retaination soluthoriz	rate l sales ervice ed TOP	ı
	5. The Missour reconciliation of ACA audit and orde appropriate.	the TOP	acc	ount simu	ltaneously	with th		i <b>1</b>
	6. The Company manner as all other accordance with the	er Purch	ased	l Gas Adju	stment fact	or chan	iges, in	ì
v.	TRANSITION COSTS	(TC) FAC	TOR					
shal char- char- cust- cust- the bill	The Company shall contain the amount ges paid to Company ges will be recoveromers and from tranomers will be bille Company's Total PGA ed the per Ccf TC f l be calculated and	t of pru 's whole ed on a sportati d by app factor, actor fo	dentesale per on a constant on	ly incurred supplier Ccf basis service current per the per transported unit to	ed fixed Fi (s) or tra: from the s stomers. To Ccf TC fa tation cus ransported	ERC-auth nsporter retail s Retail s ctor inc tomers v	crized (s). Sales sales sluded sill be	TC TC in
*In	dicates new rate or	text (	Cont	cinued)				

St. Joseph, Missouri President T. F. Steinbecker name of officer title address

ISSUED BY

P.S.C. MO. No4	Original: SHEET HE
Cancelling P.S.C. MO. No.	Original SHUET No
t. Joseph Light & Power Company	Revised For All Territory Served
Name of Issuing Corporation	Community, Town or City
PURCHASED GAS ADJUST	MENT CLAUSE (Continued)
	Gas. Service
	nually, simultaneously with its
ACA filing, a proposed TC factor recovery/cost reconciliation.	
	ccount balance plus an annualized
	payments due over the succeeding
	ated number total Ccf throughput
(sales and transportation volum	
customer bills over the succeed	per Ccf, shall be applied to all
multiplying such factor by the	
customer in each monthly billin	
2 The Company and file for	additional adjustments to its mo
	additional adjustments to its TC t of the additional adjustment is
anticipated to exceed \$5,000;	
3. The original period over	which the TC factor was to be
	ortened, to avoid a total charge
materially above or below the a	mount to be collected for the
affected period;	
	ill be the net balance of all
revenue recovered from the appl	
	sales for retail sales customers
	ransportation service customers ed FERC-authorized TC charges paid
to its wholesale suppliers or t	
5. The Missouri Public Serv	ice Commission will review the
	nt simultaneously with the annual
ACA audit and shall order whate	ever adjustments it determines
appropriate.	
6. The Company shall file To	C factor changes in the same
manner as all other Purchased (	Gas Adjustment factor changes, in
accordance with the provisions	contained in this Clause.
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ISSUED BY T. F. Steinbecker

President St. Joseph, Missouri 2301045

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	20	•	: ADJUSTKENT   Gas Servic			
	<u>TESHE THEK</u> Provided in S	Cheer Nois.	8 through 9	9.31 of the	Purchased	Gas
Adjustment	Clause, the	following	adjustments	in dollar	(5) per c	luz
will becom	ne effective	on the effe	octive date	of this tax	elff.	
					Total	
RPGA	ACA	Refund	TOP*	TC*	POA	
Factor	Pactor		Factor	Factor	Factor	_
0.3109	(0.0806)	0.0000	0.0078	0.0182	0.2563	
		•				
	·					
	·		·			
*Schedule	971 customer	es will ha k	billed the	TOP factor	and the TC	factor
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St. Joseph, Missouri

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T. P. Steinbecker

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St. Joseph Light & Fower Company	For	Revised All Territory Served		
Name of Issuing Corporation	_	Community, To-	vn or City	

## GENERAL RULES AND REGULATIONS (Continued) Natural Gas Service

if at the time of application such customer or any member of the household (who have both received benefit from the previous gas service) is indebted to the Company for the same class of gas service previously supplied at such premises or any other premises until payment of, or satisfactory payment arrangements for, such indebtedness shall have been made.

### 9. <u>Interference</u>

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

Whenever gas service to any customer is disconnected for fraudulent use of gas or tampering with the Company's regulating and measuring equipment, the Company may make a reasonable charge for the cost to restore service. Where service is discontinued for the above, the Company is not required to resume service until the amount of all bills and charges against the customer are paid in full.

### 10. Reconnection of Service

A reconnection charge of \$12.50 shall apply if service is discontinued at the request of the customer and reconnected during the normal Company working hours within seven (7) months at the request of the customer at the same location.

The requirements of this rule cannot be avoided by a request for a reconnection of service or an application for service at the same location by a member of the customer's household or family, any person who has enjoyed benefits from previous service, or any other person acting for or on behalf of the customer.

### 11. Indemnity to Company

The Company shall not be required to assume any responsibility to inspect, test, or maintain any pipe, fixtures, or appliances beyond the outlet of the Company's meter. The customer shall hold Company harmless and indemnify it against any claims for damages to person or property arising beyond the outlet of the Company's meter.

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P.S.C. MO. No.	4	3rd	xxxxxxxx1	SHELT No. 13

### GENERAL RULES AND REGULATIONS (Continued) Natural Gas Service

#### 12. Resale of Gas

The gas and service supplied to a customer are for the sole use of said customer, as stated in the application, 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.

#### Lighting of Pilot Lights

The Company will light pilot lights of customer's automatic equipment during normal Company working hours at a charge of \$12.50. If a customer requests the Company to light the customer's pilot light during non-normal company working hours, the Company shall inform the customer of the actual cost. If the customer still requests this service, the Company shall charge the customer the actual cost to light the customer's pilot light.

### Gas Service Installation

The Company will install at no additional cost to the customer, up to 120 feet of suitable low pressure service pipe, measured from the customer's property line where gas service exists to the customer's meter location or the connection to the customer's piping, whichever is farther. Where gas service does not exist, the Company will follow the provisions as set forth in Rule No. 20. Main Extensions. If the customer requires more than 120 feet, the excess investment will be considered on a revenue basis. The excess investment is the total investment cost of the service pipe less two year's revenue, excluding gas costs. In circumstances where two year's expected revenues are less than the expected cost, the customer will share the burden of the excess expenses. Should any installation be unusually costly due to such things as the site condition (rough terrain, debris, soil conditions, site not to grade) or unnecessary return trips, the customer may be charged for the cost incurred.

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.

\*Indicates new rate or text (Continued)

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### IMPACT OF MARGIN INCREASE ON A "TYPICAL" RESIDENTIAL CUSTOMER ST. JOSEPH LIGHT AND POWER - GAS COMPANY CASE NO. GR-93-42

DISTRICT: Northern

		CURRENT			
монтн	AVERAGE Ccf USAGE	CUSTOMER CHARGE	COMMODITY RATE/Ccf	MARGINAL PORTION OF BILL	
January	236	\$5.75	\$0.1310	\$36.67	
February	217	\$5,75	\$0.1310	\$34.18	
March	159	\$5.75	\$0.1310	\$26.58	
April	96	\$5.75	\$0.1310	\$18.33	
May	53	\$5.75	\$0.1310	\$12.69	
June	36	\$5.75	\$0.1310	\$10.47	
July	28	\$5.75	\$0.1310	\$9.42	
August	27	\$5.75	\$0.1310	\$9.29	
September	30	\$5.75	\$0.1310	\$9.68	
October	42	\$5.75	\$0.1310	\$11.25	
November	97	\$5.75	\$0.1310	\$18.46	
December	179	\$5.75	\$0,1310	\$29.20	
Total	1,200			\$226.20	

PROPOSED				
CUSTOMER CHARGE	COMMODITY RATE/Ccf	MARGINAL PORTION OF BILL		
\$6.50	\$0.1595	\$44.14		
\$6.50	\$0.1595	\$41.11		
\$6.50	\$0.1595	\$31.86		
\$6.50	\$0.1595	\$21.81		
\$6.50	\$0.1595	\$14.95		
\$6.50	\$0.1595	\$12.24		
\$6.50	\$0.1595	\$10.97		
\$6.50	\$0.1595	\$10.81		
\$6.50	\$0.1595	\$11.29		
\$6.50	\$0.1595	\$13.20		
\$6.50	\$0.1595	\$21.97		
\$6.50	\$0,1595	\$35.05		
		\$269.40		

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	PERCEÑTAGE
PURCHASED	CHANGE
GAS	IN TOTAL
COSTS	BILL
\$68.89	7.08%
\$63.34	7.11%
\$46,41	7.24%
\$28.02	7.52%
\$15.47	8.03%
\$10.51	8.47%
\$8.17	8.80%
\$7.88	8.85%
\$8.76	8,71%
\$12.26	8.28%
\$28.31	7.51%
\$52.25	7.18%
<b>\$</b> 350.28	7.49%
\$330.20	

DISTRICT: FRT

			CURRENT	
				MARGINAL
	AVERAGE	CUSTOMER	COMMODITY	PORTION
MONTH	Ccf USAGE	CHARGE	RATE/CcI	OF BILL
January	236	\$5.50	\$0.0818	\$24.80
February	217	\$5.50	\$0.0818	\$23.25
March	159	\$5.50	\$0.0818	\$18.51
April	96	\$5.50	\$0.0818	\$13.35
May	53	\$5,50	\$0.0818	\$9.84
June	36	\$5.50	\$0.0818	\$8.44
July	28	\$5.50	\$0.0818	\$7.79
August	27	\$5.50	\$0.0818	\$7.71
September	30	\$5.50	\$0.0818	\$7.95
October	42	\$5.50	\$0.0818	\$8.94
November	97	\$5.50	\$0.0818	\$13.43
December	179	\$5.50	\$0.0818	\$20.14
Total	1,200			\$164.16

PROPOSED					
		MARGINAL			
CUSTOMER	COMMODITY	PORTION			
CHARGE	RATE/Ccf	OF BILL			
\$5.50	\$0.1595	\$43.14			
\$5.50	\$0,1595	\$40.11			
\$5.50	\$0.1595	\$30.86			
\$5.50	\$0.1595	\$20.81			
\$5.50	\$0,1595	\$13.95			
\$5,50	\$0,1595	\$11.24			
\$5.50	\$0,1595	\$9.97			
\$5.50	\$0.1595	\$9.81			
\$5.50	\$0,1595	\$10.29			
\$5.50	\$0,1595	\$12.20			
\$5.50	\$0,1595	\$20.97			
\$5.50	\$0.1595	\$34.05			
		\$257.40			

PURCHASED GAS COSTS	PERCENTAGE CHANGE IN TOTAL BILL
\$71.86	19.57%
\$66.08	19.47%
\$48.42	19.03%
\$29.23	18.03%
\$16.14	16.27%
\$10.96	14.76%
\$8.53	13,63%
\$8.22	13,46%
\$9.14	13.95%
\$12.79	15.40%
\$29.54	18.05%
\$54.51	19.21%
\$365.40	18.12%

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CASE NO	GR-93-42
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### STATE OF MISSOURI

### OFFICE OF THE PUBLIC SERVICE COMMISSION

I have compared the preceding copy with the original on file in this office and I do hereby certify the same to be a true copy therefrom and the whole thereof.

WITNESS my hand and seal of the Public Service

Commission, at Jefferson City, Missouri, this 26th

day of March, 1993

Brent Stewart

Brent Stewart Executive Secretary