

STATE OF MISSOURI
PUBLIC SERVICE COMMISSION

At a Session of the Public Service
Commission held at its office
in Jefferson City on the 13th
day of March, 1992.

Staff of the Missouri Public Service)	
Commission,)	
)	
Complainant,)	<u>Case No. SC-92-101</u>
v.)	Consolidated with
)	Case No. SC-92-102
Imperial Utility Corporation, et al.)	
)	
Respondent.)	

ORDER APPROVING STIPULATION AND GRANTING MOTION TO DISMISS

On November 13, 1991, the Commission Staff filed a complaint against Respondents Imperial Utility Corporation and House Springs Sewer Company alleging, inter alia, that Respondents failed to pay certain assessments required from public utilities by Section 386.370, RSMo 1986.

By its order of November 15, 1991, the Commission sent notice of said complaints to Respondents; on January 3, 1992, the Commission consolidated these cases and established a procedural schedule.

On February 28, 1992, the Commission Staff and Respondents filed a stipulation and agreement which evidences the agreement of Staff, Respondents, and the Office of Public Counsel to settle this matter and to dismiss the complaints now pending against Respondents. This proffered stipulation and agreement is appended hereto as Attachment A and made a part of this order by reference. Movants now ask the Commission to approve said stipulation and agreement.

Having considered the stipulation and agreement, the Commission finds that the terms and conditions of said agreement, by which Respondents have agreed to pay a properly calculated sum of past assessments over the next three years in quarterly installments, are reasonable and should be approved.

IT IS THEREFORE ORDERED:

1. That the stipulation and agreement filed on February 28, 1992 by the Commission Staff and Respondents Imperial Utility Corporation and House Springs Sewer Company appended hereto as "Attachment A," is hereby approved.

2. That movants joint motion to dismiss this consolidated complaint, Case Numbers SC-92-101, SC-92-102, is hereby granted.

3. That this order shall become effective on February 23, 1992.

BY THE COMMISSION

Brent Stewart

Brent Stewart
Executive Secretary

(S E A L)

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

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

Staff of the Missouri Public)	
Service Commission,)	
Complainant,)	
vs.)	Case No. SC-92-101
Imperial Utility Corporation,)	Consolidated with
et al.)	Case No. SC-92-102
Respondent.)	

STIPULATION AND AGREEMENT

Comes now the Staff of the Missouri Public Service Commission (hereinafter "Staff"), by and through its Office of General Counsel, and Imperial Utility Corporation and House Springs Sewer Company (hereinafter "Company"), by and through their counsel, and state as follows:

1. That on November 13, 1991, Staff filed a Complaint with the Missouri Public Service Commission (hereinafter "Commission"), against Company pursuant to Sections 386.390 and 386.360 RSMo 1986, and the provisions of Commission rules of practice and procedures, for alleged violations of Section 386.370 RSMo 1986.

2. That on December 13, 1991, Company filed its answer to said Complaint wherein it generally denied the alleged violations of Section 386.370 RSMo 1986.

3. That by its Order issued January 3, 1992, the Commission consolidated cases SC-92-101 and SC-92-102 and established a procedural schedule.

4. That Staff filed Prepared Direct Testimony on January 27, 1992, and Company filed Prepared Direct Testimony on February 18, 1992.

5. That subsequently, representatives of Staff and Company entered into informal discussions.

As a result of said discussions, the undersigned parties stipulate and agree as follows:

a) That substantial amounts of contributions in aid of construction (CIAC) were erroneously included in Company's calculations of its operating revenues for calendar years 1988, 1989 and 1990. The Commission bases each fiscal year's assessments on a Company's calendar year's intrastate operating revenue. The inclusion of Company's CIAC significantly increased the amount Company was assessed for the Commission's fiscal years 1990, 1991, and 1992.

b) That when Company's assessments were recalculated to exclude Company's CIAC, there remained a net outstanding aggregate balance of \$66,888.90 for the Commission's fiscal years 1990, 1991, and 1992 (hereinafter referred to as the "Revised Assessment").

c) That Company will pay said outstanding balance for the Revised Assessments over a three (3) year period in quarterly installments. Payment will be remitted to the Commission in equal amounts of \$5,574.08, beginning on April 1, 1992.

d) That subsequent payments of \$5,574.08 will be due by Company on July 1, 1992; October 1, 1992; January 1, 1993; April 1, 1993; July 1, 1993; October 1, 1993; January 1, 1994; April 1,

1994; July 1, 1994; October 1, 1994; and January 1, 1995. In accordance with this payment schedule, Company will have an assessment balance of zero (\$0) for the Revised Assessments on or before January 1, 1995.

e) That Company will render said payment by the prescribed due date. No penalty will be assessed if payment is received by the Commission within fifteen (15) days of the due date established herein.

f) That Company agrees to pay a penalty into the Public School Fund of one hundred dollars (\$100) per day for every day payment is delinquent beyond 15 days of the due date established herein.

g) That Company agrees not to seek recovery of any outstanding balance on the Revised Assessments from its customers through any ratemaking process; provided, this shall not prevent Company from including any current assessment in any ratemaking proceeding.

h) That Company agrees to make timely payments of future Commission assessments.

i) That in the event Company is sold before January 1, 1995, the final due date for the outstanding balance on the Revised Assessments will be accelerated to coincide with the closing of such sale. In such case, Company, at closing, will pay any remaining outstanding assessments covered by this Agreement from the proceeds of such sale.

j) That Staff shall seek no additional penalties for Company's failure to pay 1990, 1991, and 1992 assessments if Company makes timely payments in accordance with this Stipulation and Agreement.

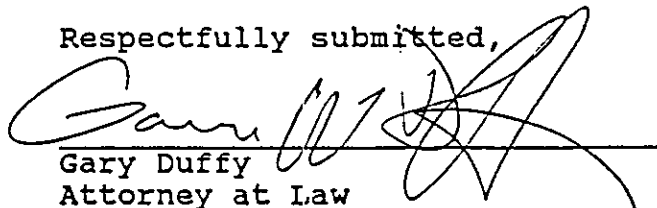
k) That Staff shall seek no interest payments on the outstanding balance of the Revised Assessments if Company makes timely payments in accordance with this Stipulation and Agreement.

l) That upon approval by the Commission of this Stipulation and Agreement, both Staff and Company hereby provide written consent to dismiss Staff's Complaint filed against Company on November 13, 1991, in accordance with 4 CSR 240-2.110(7).

m) That Mr. John Coffman of the Office of the Public Counsel (OPC) was conferred with regarding this Stipulation and Agreement and OPC has no objections to this agreement between Company and Staff.

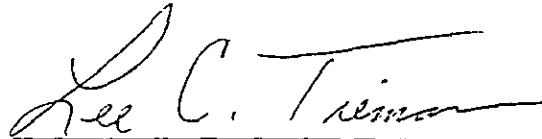
WHEREFORE, for the foregoing reasons the undersigned parties request Commission approval of this Stipulation and Agreement and dismissal of the reference complaint consistent with the terms herein.

Respectfully submitted,



Gary Duffy
Attorney at Law

Brydon, Swearengen and England
P. O. Box 456
312 East Capitol Avenue
Jefferson City, MO 65102-0456
(314) 635-7166



Lee C. Tieman
Assistant General Counsel

Attorney for the Staff of the
Missouri Public Service Commission
P. O. Box 360
Jefferson City, MO 65102
(314) 751-3966

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been mailed or hand-delivered to Gary W. Duffy, Brydon, Swearengen and England, P. O. Box 456, Jefferson City, Missouri 65102, and the Office of Public Counsel, P. O. Box 7800, Jefferson City, Missouri 65102 this 28th day of February, 1992.

