

MISSOURI GAS ENERGY  
A Division of Southern Union Company

FILED<sup>2</sup>

OCT 12 2001

Missouri Public  
Service Commission

MISSOURI PUBLIC SERVICE COMMISSION  
DATA INFORMATION REQUEST RESPONSE

Case No: GR-96-450

Data Request No: 6003

**Requested By:** MPSC Staff

**Date of Request:** March 22, 2001

**Information Requested:** Please provide all documents and analyses performed regarding the 1995 restructuring of the January 15, 1990, contract (and amendment). This should include MGE's and consultant's analysis of the costs and benefits of the various provisions and any valuations/present value analysis of the 1995 contracts.

**Response:**

The consultant's analysis is attached to the rebuttal testimony of Michael T. Langston. MGE did not attempt to "value" each change in the Riverside I contract. For example, one goal was to allow for the agreement to be converted to a transportation agreement, as opposed to a city gate purchase arrangement. This allowed for access to a greater number of suppliers. There was no specific value assigned to this change. The Staff has already recognized that many of the contract changes were beneficial to MGE's ratepayers, and has identified no detrimental changes under the 1995 restructuring, as indicated by deposition responses in this case.

By: 

Exhibit No. 19

Date 9/17/01 Case No. GR-96-450

Reporter KRM

**MISSOURI GAS ENERGY**  
A Division of Southern Union Company

**MISSOURI PUBLIC SERVICE COMMISSION  
DATA INFORMATION REQUEST RESPONSE**

Case No: GR-96-450

Data Request No: 6044

**Requested By:** Tim Schwarz

**Requested From:** Gary Duffy

**Date of Request:** August 7, 2001

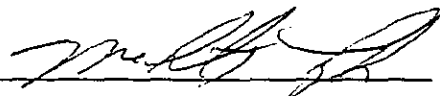
**Information Requested:**

Please provide copies of all analysis and documentation supporting Mike Langston's statements on page 10 of rebuttal testimony, lines 8 through 23, outlining the four primary issues discussed. Please provide copies of all valuations of these benefits performed by the company or its consultants.

**Response:**

The referenced testimony refers to the Settlement, Release, Indemnity, and Assignment Agreement dated February 24, 1995, which Staff witness Sommerer attached to his Surrebuttal Testimony in this case as Schedule 4. The four primary issues and the commitments discussed in the testimony are reflected in the settlement document. No separate "value" calculations were performed on these issues. In addition, please see MGE's answer to Staff Data Request Number 6003.

Prepared By:



Date:

8-27-2001