

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the matter of St. Joseph Light &)
Power Company of St. Joseph,)
Missouri, for authority to file)
tariffs increasing rates for gas)
service provided to customers in)
the Missouri service area of the)
company.)

CASE NO. GR-81-44

In the matter of St. Joseph Light &)
Power Company of St. Joseph,)
Missouri, for authority to file)
tariffs increasing rates for steam)
service provided to customers in)
the Missouri service area of the)
company.)

CASE NO. HR-81-45

In the matter of St. Joseph Light &)
Power Company of St. Joseph,)
Missouri, for authority to file)
tariffs increasing rates for)
transit service provided in St.)
Joseph, Missouri.)

CASE NO. OR-81-46

STIPULATION AND AGREEMENT

Comes now St. Joseph Light & Power Company (Company) and the Staff of the Public Service Commission of the State of Missouri (Staff) and for their Stipulation and Agreement with respect to the disposition of Cases Nos. GR-81-44, HR-81-45 and OR-81-46, respectfully state to the Commission as follows:

1.

That the Company be authorized to file in Case No. GR-81-44, revised tariffs, designed to increase gas revenues by \$245,285 on an annual basis, exclusive of gross receipts and franchise taxes.

That the gas rate design agreed to by the parties in CE 1-44 is as follows:

1. Customer Charges
 - a. Residential - \$3.50 per month
 - b. Firm commercial - \$5.30 per month
 - c. Firm industrial - \$23.00 per month
 - d. Interruptible - \$46.00 per month
2. PGA
 - a. There shall be a roll-in of 29.3 cents per Ccf to Company's PGA clause.
 - b. That Company shall file for Commission's approval within thirty (30) days of the effective date of the Commission's Report and Order in this docket, a refund provision for its PGA clause.
3. Tariffs

That Company shall eliminate geographical tariffs differences and will file tariffs for each class of customers. The commodity shall be a flat rate structure for all schedules.
4. Interruptible Customers

For all interruptible customers on filed tariff rates, the commodity rate shall be two cents (\$) per Ccf less than the firm commodity rate. The contract interruptible rates are to be calculated separately and consistent with the calculations contained in App. 2, attached hereto and incorporated herein by reference.
5. Commodity Rates

The (2) commodity rates for interruptible and noninterruptible shall be calculated using the procedure set forth in the

prepared testimony and exhibits of James A. Tracy, Staff Exhibit
Schedule 2 thereof.

6. Rate Comparison

Attached to this Stipulation and Agreement as App. 1, is a rate
comparison of the current rates to the proposed rates.

III.

That the Company be authorized to file revised tariffs in Case No.
OR-81-46, designed to increase transit fares by \$84,058 on an annual basis,
exclusive of gross receipts and franchise taxes. A percentage of steam and
electric revenues will be set to generate an additional \$42,008 from customers
taking service within the corporate limits of the City of St. Joseph.

IV.

The rate design agreed to by the parties in OR-81-45 is to increase
regular fares to \$.50 and elderly and handicapped fares to \$.25.

V.

That Company be authorized to file revised tariffs in OR-81-45,
designed to increase industrial steam revenues on an annual basis by \$648,664,
exclusive of gross receipts and franchise taxes.

VI.

That the rate design agreed to by the parties in OR-81-45 is as
follows:

- a. That the fuel related portion of the increase shall be spread
on a Mlb basis.
- b. That the non-commodity portion shall be spread on a percentage
basis.
- c. That the table of contents in Company's tariffs shall be changed
to accommodate the elimination of two (2) blank pages.

prepared testimony and exhibits of James A. Tracy, Staff Exhibit Schedule 2 thereof.

6. Rate Comparison

Attached to this Stipulation and Agreement as App. 1, is a rate comparison of the current rates to the proposed rates.

III.

That the Company be authorized to file revised tariffs in Case No. OR-81-46, designed to increase transit fares by \$84,058 on an annual basis, exclusive of gross receipts and franchise taxes. A percentage of steam and electric revenues will be set to generate an additional \$42,008 from customers taking service within the corporate limits of the City of St. Joseph.

IV.

The rate design agreed to by the parties in OR-81-46 is to increase regular fares to \$.50 and elderly and handicapped fares to \$.25.

V.

That Company be authorized to file revised tariffs in OR-81-45, designed to increase industrial steam revenues on an annual basis by \$648,644, exclusive of gross receipts and franchise taxes.

VI.

That the rate design agreed to by the parties in OR-81-45 is as follows:

- a. That the fuel related portion of the increase shall be spread on a Hlb basis.
- b. That the non-commodity portion shall be spread on a percentage basis.
- c. That the table of contents in Company's tariffs shall be changed to accommodate the elimination of two (2) blank pages.

d. The rate schedule identification code shall be changed to a numeric system which corresponds to the rate code numbers on the customers' bills.

e. The description of the fuel cost allocation basis shall be eliminated from the appropriate tariff sheet.

VII.

That the rates set forth in this Stipulation and Agreement shall become effective no later than June 21, 1981.

VIII.

That in the event the Commission accepts the specific terms of this Stipulation and Agreement, the parties waive their rights to cross-examine witnesses with respect to the testimony and exhibits sponsored by such witnesses, as are relevant to Case Nos. GR-81-44, HR-81-45 and OR-81-46.

IX.

That in the event the Commission accepts the specific terms of this Stipulation and Agreement, the parties waive their respective rights to present oral argument or written briefs, pursuant to Section 536.080(1), RSMo. 1978, in Case Nos. GR-81-44, HR-81-45 and OR-81-46.

X.

That in the event the Commission accepts the specific terms of this Stipulation and Agreement, the parties waive their respective rights pertaining to the reading of the transcript by the Commission, pursuant to Section 536.080(3), RSMo. 1978, in Case Nos. GR-81-44, HR-81-45 and OR-81-46.

XI.

That in the event the Commission accepts the specific terms of this Stipulation and Agreement, the parties waive their respective rights to judicial review as regarding the disposition of Case Nos. GR-81-44, HR-81-45 and OR-81-46 pursuant to Section 386.510, RSMo., 1978.

XII.

That this Stipulation and Agreement represents a negotiated dollar settlement for the sole purpose of disposing of Case Nos. GR-81-44, GR-81-45 and GR-81-46, 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 that the Commission does not approve this Stipulation and Agreement in its entirety.

XIII.

That none of the parties to this Stipulation and Agreement shall be deemed to have approved or acquiesced in any rate making principal or any method of cost of service determination, or cost allocation underlying any of the rates provided for in this Stipulation and Agreement.

XIV.

That the agreements in this Stipulation and Agreement have resulted from negotiations among the signatory parties and are interdependent. In the event that the Commission does not approve and adopt the terms of this Stipulation and Agreement, the same shall be void and no party shall be bound by any of the agreements or provisions hereof.

Respectfully submitted,

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STIPULATION ON TRANSIT SUBSIDY

Company and Staff agree that the existing transit subsidy that flows from steam and electric rates should be eliminated. However, it is by the mutual agreement of the City of St. Joseph, the Company, and Staff that said transit subsidy should continue for a period of forty-two (42) months from the effective date of the Report and Order issued in this proceeding. Further, it is agreed that the City of St. Joseph shall make a good faith effort to initiate a new transit system as quickly as possible, and thereby possibly reduce the period of this subsidy; provided that none of the parties hereto shall request the Commission for an extension of this forty two month period, under any circumstance.

James C. Swanson
for St. Joseph Light & Power Company

Thomas R. Parker
for the Staff

R. Edmond Murphy
for the City of St. Joseph