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RICHARD T. CIOTTONI

September 26, 2000

**FILED**<sup>2</sup>

SEP 26 2000

Missouri Public  
Service Commission

Mr. Dale Hardy Roberts  
Public Service Commission  
P. O. Box 360  
Jefferson City, MO 65102

**RE: UtiliCorp United Inc. d/b/a Missouri Public Service - Case No. GE-2000-<sup>639</sup>369**

Dear Mr. Roberts:

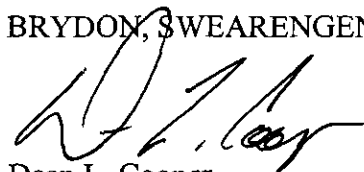
Enclosed for filing in the above-referenced proceeding please find an original and eight copies of a Unanimous Stipulation and Agreement. Please stamp the enclosed extra copy "filed" and return same to me.

Thank you very much for your attention to this matter.

Sincerely,

BRYDON, SWEARENGEN & ENGLAND P.C.

By:



Dean L. Cooper

DLC/rhg

Enclosures

cc: Office of Public Counsel  
Mr. Doug Micheel  
Mr. Robert Franson  
Mr. Steve Jurek  
Ms. Karen Russell

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI

FILED<sup>2</sup>  
SEP 26 2000

Missouri Public  
Service Commission

In the Matter of the Application )  
of UtiliCorp United Inc. d/b/a )  
Missouri Public Service for a Waiver ) Case No. GE-2000-639  
of Commission Rules 4 CSR 240-40.015 )  
and 4 CSR 240-40.016 Concerning )  
Capacity Release Credits. )

**UNANIMOUS STIPULATION AND AGREEMENT**

Come now UtiliCorp United Inc., d/b/a Missouri Public Service ("MPS"), the Missouri Public Service Commission ("Commission") Staff ("Staff"), and the Office of the Public Counsel ("OPC") and state to the Commission that all Parties hereby stipulate and agree as follows:

1. On April 12, 2000, UtiliCorp filed with the Commission its Application for Waiver for good cause from Commission Rules 4 CSR 240-40.015(2)(A) and 4 CSR 240-40.016(3)(A) as to natural gas pipeline capacity release credits.
2. On or about June 28, 2000, the Staff filed its Memorandum and Recommendation concerning UtiliCorp's application. The Staff recommended that the Commission issue an order with regard to capacity release transactions containing certain conditions.
3. UtiliCorp filed its Response to Staff Memorandum and Recommendation on July 28, 2000.
4. As a result of subsequent discussion between the parties, the parties now believe that the areas of disagreement have been resolved in a way that is reasonable and just. Accordingly, it is agreed that the Commission should issue an order granting UtiliCorp a temporary waiver for good cause from Commission Rules 4 CSR 240-40.015(2)(A) and 4 CSR 240-40.016(3)(A) solely for natural gas pipeline capacity release transactions for a two-year trial period with the following

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conditions:

- a) Before releasing capacity to a non-regulated affiliate, UtiliCorp shall post (or offer) such available capacity for bid on the interstate pipelines' electronic bulletin boards. UtiliCorp will not prearrange a release to a non-regulated affiliate;<sup>1</sup> and,
- b) UtiliCorp be required to collect, retain and include in the Company's annual ACA filing evidence of the posting of the capacity and a summary of the capacity releases which have been awarded by the interstate pipeline in the relevant time period. Copies of screens printed from the interstate pipelines' electronic bulletin boards reflecting the capacity being offered and capacity releases which have been awarded shall satisfy this requirement.
- c) UtiliCorp be required (for all capacity release transactions involving any regulated entity, affiliate, or division) to collect, retain and include in the Company's annual ACA filing (1) a summary of the prearranged capacity release transactions which have been awarded to Company's regulated entities in the relevant time period and (2) copies of screens printed from the electronic bulletin boards reflecting the capacity being offered and capacity releases which have been awarded for all similar transactions on the date of any prearranged deals to regulated entities of UtiliCorp.

5. None of the Parties shall be prejudiced or bound in any manner by the terms of this Stipulation and Agreement in this or any other proceeding, except as otherwise expressly specified herein.

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<sup>1</sup> UtiliCorp would be allowed to perform prearranged capacity release transactions with non-affiliates. Likewise, UtiliCorp does not propose to post for bid capacity released by one Missouri regulated operation to another regulated Missouri operation. This does not reflect any prejudgment of these transactions by the Staff or OPC for ratemaking purposes.

6. Because this Stipulation and Agreement has resulted from negotiations among the Parties, the terms of the Stipulation and Agreement are interdependent. In the event the Commission does not approve and adopt the matters addressed in this Stipulation and Agreement in their entirety, then this Stipulation and Agreement shall be void and no signatory shall be prejudiced or bound by any of the agreements or provisions hereof for any purpose.

7. In the event the Commission approves and adopts the matters addressed in the Stipulation and Agreement, the Parties waive, with respect to the issues resolved herein: their respective rights pursuant to Section 536.070(2), RSMo (1994) to call, examine and cross-examine witnesses; their respective rights to present oral argument or written briefs pursuant to Section 536.080.1, RSMo (1994); their respective rights to the reading of the transcript by the Commission pursuant to Section 536.080.2, RSMo (1994); their respective rights to seek rehearing pursuant to Section 386.500, RSMo (1994); and their respective rights to judicial review pursuant to Section 386.510, RSMo (1994). If this Stipulation and Agreement is not approved by the Commission, the Parties request that a procedural schedule be established which provides for the filing of testimony and a hearing, to include the opportunity for cross-examination.

8. At the request of the Commission, the Staff shall have the right to submit to the Commission a memorandum explaining its rationale for entering into this Stipulation and Agreement. Each party of record shall be served with a copy of any such memorandum and shall be entitled to submit to the Commission, within five (5) days of receipt of Staff's memorandum, a responsive memorandum which shall also be served on all Parties. All memoranda submitted by the Parties shall be considered privileged in the same manner as are settlement discussions under the Commission's rules, shall be maintained on a confidential basis by all Parties, and shall not become a part of the record of this proceeding or bind or prejudice the Party submitting such memorandum

in any future proceeding or in this proceeding, whether or not the Commission approves this Stipulation and Agreement. The contents of any memorandum provided by any Party are its own and are not acquiesced in or otherwise adopted by the other signatories to this Stipulation and Agreement, whether or not the Commission approves and adopts this Stipulation and Agreement.


9. The Staff shall also have the right to provide, at any agenda meeting at which this Stipulation and Agreement is noticed to be considered by the Commission, whatever oral explanation the Commission requests, provided that the Staff shall, to the extent reasonably practicable, promptly provide other parties with advance notice of when the Staff shall respond to the Commission's request for such explanation once such explanation is requested from Staff. Staff's oral explanation shall be subject to public disclosure, except to the extent it refers to matters that are privileged or protected from disclosure pursuant to any Protective Order issued in this case.

10. To assist the Commission in its review of this Stipulation and Agreement, the Parties also request that the Commission advise them of any additional information that the Commission may desire from the parties relating to the matters addressed in this Stipulation and Agreement, including any procedures for furnishing such information to the Commission.

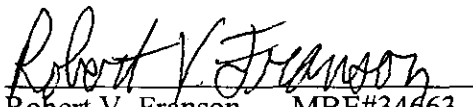
11. The Staff shall file suggestions or a memorandum in support of this Stipulation and Agreement and the other parties shall have the right to file responsive pleadings.

WHEREFORE, the undersigned Parties respectfully request that the Commission issue its Order approving all of the specific terms and conditions of this Unanimous Stipulation and Agreement.

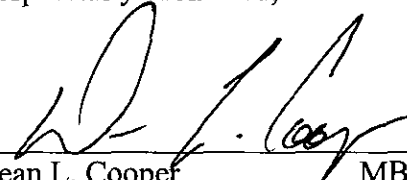
Respectfully submitted,

  
Douglas E. Micheel MBE#38371 d/c  
Senior Public Counsel  
Governor Office Building, Suite 650  
Jefferson City, MO 65101  
(573) 751-5560

ATTORNEY FOR THE OFFICE  
OF THE PUBLIC COUNSEL

  
Robert V. Franson MBE#34663  
Assistant General Counsel  
Missouri Public Service Commission  
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ATTORNEY FOR THE STAFF OF  
THE MISSOURI PUBLIC SERVICE  
COMMISSION

  
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312 E. Capitol Avenue  
P. O. Box 456  
Jefferson City, MO 65102  
573/635-7166

ATTORNEYS FOR UTILICORP UNITED INC.,  
d/b/a MISSOURI PUBLIC SERVICE

**CERTIFICATE OF SERVICE**

The undersigned certifies that a true and correct copy of the foregoing document was either hand-delivered or mailed, U.S. Mail, postage prepaid, on the 26<sup>th</sup> day of SEPTEMBER 2000, to: Robert V. Franson, Public Service Commission, Governor Office Building, Jefferson City, Mo 65101; and, Douglas Micheel, Office of the Public Counsel, 6th Floor, Governor Office Building, Jefferson City, Mo 65101.