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August 7, 2000

UTILICORP UNITED

ENERGY DNE

Mr. Dale Hardy Roberts Secretary, Chief Regulatory Law Judge Missouri Public Service Commission 301 West High Street Jefferson City, MO 65101 FILED²
AUG 0 8 2000

Missouri Public Service Commission

Re: Case No. GT-2001-61, Tariff No. 200100065

Dear Mr. Roberts:

Enclosed are three sets of substitute Tariff Sheets 32.1, 32.7, 32.11, 32.14, 32.15, 32.16, 32.18, 32.20 and 36 of the Missouri Public Service gas tariff. At the request of Mr. Matiszew of the Commission Staff, we are submitting these sheets to correct typographical or grammatical errors in our July 20 filing.

Very truly yours,

Robert J. Amdor
Regulatory Services

Enclosures

200100065

	P.S.C. MO. N5		(inal)	SHEET NO. 32.1
Canceling	P.S.C. MO. No		(Original)	SHEET NO

MISSOURI PUBLIC SERVICE Kansas City, Missouri For: All communities and rural areas receiving natural gas service

EXPERIMENTAL SMALL VOLUME TRANSPORTATION SERVICE – AGGREGATED (SVTS-A)

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MISSOURI PUBLIC SERVICE

Kansas City, Missouri

For: All

All communities and rural areas

receiving natural gas service

EXPERIMENTAL SMALL VOLUME TRANSPORTATION SERVICE - AGGREGATED (SVTS-A)

OUT-OF-BALANCE - A condition where cumulative receipts fail to equal cumulative deliveries. A positive (excess) out-of-balance condition exists when receipts exceed deliveries. A negative (deficiency) out-of-balance condition exists when deliveries exceed receipts. When an aggregator is out-of-balance, the Company has either provided gas to the aggregator to meet an underage (deficiency), or stored gas for aggregator to meet an overage (excess).

OVERAGE - An out-of-balance condition where receipts exceed deliveries. This condition reflects the cumulative extent receipts exceed deliveries since receipts and deliveries were last in balance. A positive (excess) out-of-balance condition is considered an overage.

RECEIPTS - The quantity of gas actually delivered to Company for the account of aggregator at receipt point(s).

RECEIPT POINT - The location where Company physically receives gas delivered to Company for the account of aggregator. This location is the interconnection between the Company and the entity responsible for the delivery of aggregator-owned gas to the Company. The receipt point is usually physically located at the town border station, upstream of the delivery point. The receipt point must be a location physically connected by Company facilities to the delivery point. If the Company can, operationally, contractually, and without adversely affecting the service to its other end-users, permit aggregator to use a receipt point not physically connected through Company facilities to the delivery point(s), Company may waive the receipt point restriction.

RECORDING EQUIPMENT - Equipment which is capable of obtaining, accumulating, and storing data regarding gas flow for intervals equal to or less than twenty-four (24) hours in duration.

SHUTOFF - Service interruption initiated by Company, terminating service hereunder, to an aggregator and/or end-user as a result of failure of aggregator and/or end-user to pay Company for service or as a result of unsafe conditions.

TELEMETRY - Equipment capable of obtaining, accumulating, and transmitting real time data regarding the gas flow to a central location.

TRANSPORTATION SERVICE - The physical and/or contractual movement of aggregator-owned gas through the Company's distribution system from receipt point(s) to delivery point(s).

UNDERAGE - An out-of-balance condition where deliveries exceed receipts. This condition reflects the cumulative extent that deliveries exceed receipts since deliveries and receipts were last in balance. A negative (deficiency) out-of-balance condition is considered an underage.

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Kansas City, Missouri

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EXPERIMENTAL SMALL VOLUME TRANSPORTATION SERVICE - AGGREGATED (SVTS-A)

E. MANDATORY CHARGES FOR AGGREGATORS

The following charges shall apply to aggregators taking service under the Company's Experimental SVTS-A rate schedule:

receiving natural gas service

- 1. <u>Aggregation Charge</u>: A monthly aggregation charge shall be charged per pool of end-users for the purpose of nominating and balancing transportation deliveries on a common pipeline and behind a town border station. This charge shall be \$0.004 for each Ccf delivered for the pool.
- 2. <u>Daily Balancing Charge</u>: A charge shall apply to any aggregator served through PEPL or any other pipeline that subsequently adopts daily scheduling. Under this service, aggregator is provided operating flexibility through balancing tolerances in excess of normal daily scheduling tolerances. This service is available for a minimum term of one (1) year and the charge for this service shall be \$0.0075 per Ccf per month. Aggregators shall be exempted from daily out-of-balance charges, except during a critical day or when an operational flow order is imposed. The revenues collected as a result of this balancing service shall be credited to the respective system's ACA accounts.
- 3. <u>Daily Out-of-Balance Charge</u>: A daily charge shall apply to any aggregator served through PEPL or any other pipeline that subsequently adopts daily scheduling charges, and whose out-of-balance condition exceeds the daily scheduling tolerance during a critical day or when an operational flow order is imposed. This daily charge is applied to the daily quantities by which aggregator's out-of-balance condition exceeds aggregator's daily scheduling tolerance. Actual daily delivery quantities shall be used to determine the out-of-balance condition for end-users with recording equipment or telemetry. Estimated daily delivery quantities shall be used to determine the out-of-balance condition for end-users without recording equipment or telemetry, or where such equipment malfunctions. Estimated daily delivery quantities shall be determined based on available data, including nominated quantities, meter readings, end-user load characteristics, actual weather conditions and other information.

On critical days, daily out-of-balance charges otherwise applicable shall be waived if aggregator is in an overage condition. When operational flow orders have been made, daily out-of-balance charges otherwise applicable shall be waived if aggregator is in an overage condition.

- (a) On days of Normal temperature and Normal deliveries, the Normal Daily Scheduling Charge shall be \$0.2349 per Dt. for imbalance volumes greater than 5 percent.
- (b) On days that Company declares an operational flow order or a critical day, the daily scheduling charges for variances in excess of the tolerance level shall be the greater of the highest daily price published in Gas Daily's "Citygate, Pooling Point Prices- Chicago LDC's" for the day (Saturday and Sunday shall be the preceding Friday price) in which the variance occurred, or the following:

Variance	<u>Charge</u>
	\$ 25.00 per Dt.
> 10% - 15%	\$ 50.00 per Dt.
> 15% - 50%	\$100.00 per Dt.
> 50	\$200.00 per Dt.

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MISSOURI PUBLIC SERVICE

Kansas City, Missouri

For:

All communities and rural areas receiving natural gas service

EXPERIMENTAL SMALL VOLUME TRANSPORTATION SERVICE - AGGREGATED (SVTS-A)

G. TERMS AND CONDITIONS

The following terms and conditions shall apply to aggregators, and end-users where applicable, taking service under Company's Experimental SVTS-A service schedule:

1. <u>Balancing</u>: Aggregator shall have the obligation to balance on both a daily <u>and</u> monthly basis, gas receipts (transportation gas delivered to Company at the receipt point), with thermally equivalent gas deliveries (transportation gas delivered by Company to end user(s) at the delivery point(s)). The difference between cumulative receipts and cumulative deliveries is considered an out-of-balance condition.

Upon termination of service hereunder, either the aggregator shall purchase sufficient quantities of gas to satisfy any negative out-of-balance condition or the Company shall purchase aggregator's positive out-of-balance quantities. These purchases shall be completed in accordance with the provisions of Company's monthly cash-out provisions. In addition, aggregator shall be responsible for any other applicable charge(s) set forth in Company's SVTS-A rate schedule.

Delivery from systems with a single source of gas supply will use the transporting entity's statement as to volumes and heating value shall be taken as conclusive. Delivery from systems with multiple sources of gas supply shall be determined based on the heating value of the gas delivered to the end-user to determine the requirement for thermal balancing.

2. <u>Billing</u>: The order of gas delivery for purposes of billing calculations will initially be to utilize aggregator-owned gas, including correction of any imbalance conditions and then utilize sales gas based on Company's applicable tariffs.

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EXPERIMENTAL SMALL VOLUME TRANSPORTATION SERVICE - AGGREGATED (SVTS-A)

3. <u>Curtailment/Interruption of Service</u>: Transportation service provided by Company is based on Company's best efforts to deliver for the account of aggregator, gas received for the account of the aggregator. In the event of force majeure or system capacity limitations, it may be necessary to interrupt deliveries from time to time. If transportation service interruption or curtailment is required, Company shall endeavor to curtail deliveries on the affected parts of its system in the following order: Large Volume, General Service and Residential. (Note: lower priced services shall be curtailed prior to services provided at higher prices).

If Company is required to curtail transportation service, then such interruptions or curtailments shall be governed by Company's curtailment provisions associated with sales gas service, which are contained in Section 3.07 of Company's Rules and Regulations -- Gas.

Notwithstanding any provision to the contrary herein, Company may fully or partially curtail service to transportation service end-users when, in Company's opinion, curtailment or interruption is necessary to protect the delivery of gas to general system customers with higher priority uses, or to protect the integrity of its system. Company shall allocate, as equitably as practicable, the capacity that is available, taking into consideration priority of use or other factors it deems necessary to ensure public health and safety.

- 4. <u>Delinquent Payment Penalty</u>: A late payment charge in an amount equal to one and one half percent (1.5%) of the delinquent amount owed for current service will be added to the bill if payment is not received on or before the net due date stated on the bill. The net due date shall be the twenty-first (21st) day after the date of billing.
- 5. <u>Delivery Volume Requirement</u>: The Company is not required to deliver volumes of gas in excess of receipts.

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Kansas City, Missouri

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EXPERIMENTAL SMALL VOLUME TRANSPORTATION SERVICE – AGGREGATED (SVTS-A)

receiving natural gas service

- 6. Failure to Comply: If aggregator or end-user fail to comply with or perform any of the obligations of its part, the Company shall have the right to give end-user written notice of the Company's intention to terminate the transportation service on account of such failure. The Company shall then have the right to terminate such transportation service after the expiration of five days after giving said notice, unless the aggregator or end-user shall make good such failure. Termination of such transportation service for any such cause shall be a cumulative remedy as to the Company, and shall not release the aggregator or end-user from its obligation to make payment of any amount or amounts due or to become due from the aggregator or end-user to the Company under the applicable schedule. In order to resume transportation service after termination of service hereunder, it shall be necessary for end-user to reapply for service.
- 7. Force Majeure: The term "force majeure" as employed herein shall mean acts and events not within the control of the party claiming suspension and shall include acts of God, strikes, lockouts, material or equipment or labor shortages, wars, riots, insurrections, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, interruptions by government or court orders, present or future orders of any regulatory body having proper jurisdiction, civil disturbances, explosions, breakage or accident to machinery or lines of pipes, freezing of wells or pipelines, and any other cause, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension and which, by the exercise of due diligence, such party is unable to overcome.

If either the Company, aggregator or end-user is rendered unable by force majeure to wholly or in part carry out its obligations under the provisions of any rate schedule, the obligations of the party affected by such force majeure, other than the obligation to make payments there under, shall be suspended during the continuance of any inability so caused but for no longer period; and such cause shall, in so far as possible, be remedied with all reasonable dispatch.

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EXPERIMENTAL SMALL VOLUME TRANSPORTATION SERVICE - AGGREGATED (SVTS-A)

- 11. <u>Liability</u>: Gas shall be and shall remain the property of the aggregator or end-user while being transported and delivered by the Company. The Company shall not be liable to the aggregator or end-user for any loss arising from or out of gas transportation service while in the Company's system or for any other cause, except for gross or willful negligence of the Company's own employees. The Company reserves the right to commingle gas of the aggregator or end-user with other gas supplies. The aggregator or end-user shall be responsible for determining the extent of and maintaining all insurance it deems necessary to protect its property interest in such gas before, during, and after receipt by the Company.
- 12. Measurement: All transport gas shall be measured on a Btu basis. Measurement shall be based on available information regarding volumes received and delivered, pressure and temperature conditions, and energy content of the gas stream. Company shall determine the measurement equipment required to determine the receipts and deliveries of enduser owned gas transported hereunder.
- 13. <u>Minimum Term</u>: Service agreements shall have a minimum term of one (1) year for end users served under the SVTS-A rate schedule.
- 14. Nomination: Aggregators are required to nominate daily for end-users. Aggregators requesting gas to flow on the first day of any month shall contact Company's Gas Control Department via Company's Internet-enabled electronic bulletin board, known as Gas Track Online (http://www.gastrackonline.com) and inform them of the volumes to be transported by receipt point(s) and by delivery point(s). This electronic notification shall occur no later than 9:00 A.M. Central Clock Time (CCT), three (3) working days prior to the end of the preceding month. Any nomination changes must be made to Company no later than 900 A.M. CCT on the day preceding the requested effective date of the nomination change, and will be subject to the Company's ability to confirm such nomination change. Any nomination that may take unfair advantage of any tariff provision may be rejected or changed by the Company.

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION P.S.C. MO. I

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MISSOURI PUBLIC SERVICE

Kansas City, Missouri

For:

All communities and rural areas receiving natural gas service

EXPERIMENTAL SMALL VOLUME TRANSPORTATION SERVICE - AGGREGATED (SVTS-A)

- Marketer Agreement: Each prospective aggregator is required to execute a Marketer Agreement, which shall specify the service(s) requested by aggregator, the method under which aggregator elects to be billed, and the term of the agreement. Regardless of billing arrangements elected, the aggregator shall be responsible for payment for all service(s) provided.
- 20. Successors and Assigns: Any party which shall succeed by purchase, merger, or consolidation, in whole or in part, to the interests of any aggregator or enduser, shall be subject to the obligations of its predecessor in title under an agreement. No other assignment of an agreement or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto of the nonassigning party, which consent shall not be unreasonably withheld. Any party may assign its respective right, title, and interest in and to under an agreement to a trustee or trustees, individual or corporate, as security for bonds or other obligations or securities without the necessity of any such assignee becoming in any respect obligated to perform the obligation of the assignor under an agreement and, if any such trustee be a corporation, without its being required to qualify to do business in any state in which performance of an agreement may occur.
- 21. Termination of Participation: End-Users shall notify Company whenever an end-user ceases to be a part of the aggregator's pool. Termination of participation in an aggregator's pool by an end-user, whether by choice of aggregator or end-user, may necessitate a determination by Company of the amount of capacity needed to serve the end-user. Capacity initially assigned and necessary to service end-user shall remain with the end-user.

End-users that choose service from another aggregator must notify Company with a signed End-User Verification Form. Forms are available from aggregators or the Company via GasTrack Online.

Notification is required at least fourteen (14) days prior to the nomination deadline for the first day of the end-user's billing cycle. If such notification is not provided within said time frame, then service from the original aggregator shall not terminate until the first day of the Company billing cycle for such end-user which begins at least thirty (30) days after receipt of the End-User Verification Form by the Company.

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P.S.C. MO. No. P.S.C. MO. No. 5 6th (Original) SHEET NO. 36 (Revised) MISSOURI PUBLIC SERVICE KANSAS CITY, MO 64138 PURCHASED GAS ADJUSTMENT CLAUSE (CONTINUED)

GAS

- B. The amounts of gas cost recovery revenue for each month shall be the product of that month's actual billed Ccf sales and the applicable authorized PGA factor(s) in effect during that same month.
- C. For each twelve (12) month period ending with the August 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 deficit of gas cost recovery revenue for each of the Northern, Southern and Eastern Systems. 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.
- D. The Northern, Southern and Eastern System ACA factors shall be rounded to the nearest \$.00001 per Ccf and applied to billings commencing with the winter PGA revenue period. These ACA factors shall remain in effect until superseded by a subsequent ACA calculated according to this provision.
- E. Revenues received that are attributable to any non-permanent assignment of capacity under the Experimental SVTS-A service schedule will be credited to the appropriate system ACA accounts. This credit shall be the greater of the maximum rate as published in the interstate pipeline's tariff applied to the assigned volumes or actual revenues received from the assignment. Also, the revenues collected as a result of performing daily balancing service shall be credited to the respective system ACA account.

III. CARRYING COSTS

Carrying Costs shall be applied in the following manner:

- (1) No carrying costs shall be applied in connection with any PGA-related item until such time as the net "Deferred Carrying Cost Balance" exceeds an amount equal to ten percent of the Company's average annual level of gas costs for the three then most recent ACA periods (hereinafter "Annual Gas Cost Level"). The Deferred Carrying Cost Balance shall include the cumulative under or over recoveries of gas costs at the end of each annual period. The under and over recoveries of gas costs which give rise to the Deferred Carrying Cost Balance are defined as the difference between the Company's actual cost of gas (as calculated for purposes of determining the Company's current purchased gas adjustment factor) and actual authorized as billed revenues recovered by the Commission approved PGA.
- (2) In the event the Deferred Carrying Cost Balance (whether over-or under-recovered) exceeds ten percent of MPS's Annual Gas Cost Level, carrying cost equal to simple interest at the prime rate as noted in the Wall Street Journal on the first business day of the following month, minus one percentage point shall be applied to such portion of the balance amounts as exceeds ten percent for the period such excess balance amounts exist.

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