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MISSOURI PUBLIC SERVICE COMMISSION

**REGULATORY REVIEW
UTILITY SERVICES
PROCUREMENT ANALYSIS**

REBUTTAL TESTIMONY

OF

LESA JENKINS

Staff Exhibit No. 114
Date 8-19-14 Reporter KF
File No. GR-2014-0086

SUMMIT NATURAL GAS OF MISSOURI, INC.

CASE NO. GR-2014-0086

Jefferson City, Missouri
July 2014

**** Denotes Highly Confidential Information ****

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REBUTTAL TESTIMONY OF

LESA JENKINS

SUMMIT NATURAL GAS OF MISSOURI, INC.

CASE NO. GR-2014-0086

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**REBUTTAL TESTIMONY OF
LESA JENKINS
SUMMIT NATURAL GAS OF MISSOURI, INC.
CASE NO. GR-2014-0086**

Q. Please state your name and business address.

A. Lesa Jenkins, P.O. Box 360, Jefferson City, MO 65102.

Q. By whom are you employed and in what capacity?

A. Procurement Analysis Unit, Utility Services Department with the Missouri Public Service Commission (Commission).

Q. Are you the same Lesa Jenkins that sponsored portions of Staff's Class Cost-Of-Service Report in this case addressing miscellaneous tariff issues pertaining to transportation service and Missouri school program transportation service?

A. Yes, I am.

Q. Did you sponsor any schedules attached to the Staff's Class Cost-Of-Service Report?

A. Yes. Schedule LJ-1 contained my credentials and a list of cases in which I have previously filed testimony or Staff recommendations as well as the issues that I have addressed in testimony. Additionally, Schedule LJ-2, a standard form for the pool operator agreement was attached.

EXECUTIVE SUMMARY

Q. Please state the purpose of your rebuttal testimony in this case.

Rebuttal Testimony of
Lesia Jenkins

1 A. The purpose of my rebuttal testimony is to respond to the direct testimony of
2 Michelle Moorman for Summit Natural Gas of Missouri, Inc., (SNG) and the direct testimony
3 of Louie Ervin Sr. for the Missouri School Boards' Association (MSBA). In summary, Staff
4 does not oppose the imbalance tiers proposed by SNG, but Staff recommends a different
5 monthly imbalance cashout methodology than the methodology proposed by SNG. Staff does
6 not oppose MSBA's proposal to cashout school transportation customer imbalances at the
7 Tier-1 charge, but Staff recommends that SNG monitor its transportation customers' monthly
8 imbalances to ensure that the tiers provide the proper incentive for all transportation
9 customers to modify nominations to stay in balance.

10 Q. How does your rebuttal testimony contrast with the direct testimony of
11 Ms. Moorman and Mr. Ervin?

12 A. Ms. Moorman's testimony discusses significant changes to SNG's
13 transportation and school aggregation tariffs, changes to balancing provisions (including a
14 tiered cash-out provision), and changes to the school transportation/aggregation program
15 pertaining to capacity release provisions.¹ Mr. Ervin's testimony discusses tariff changes
16 pertaining to school transportation issues of (1) cashout of monthly imbalances and
17 (2) interruption or curtailment of customer supply.²

18 Staff recommends revisions to SNG's proposed tariff changes pertaining to
19 transportation balancing provisions and the related cashout of monthly imbalances for
20 transportation customers, including a separate cashout provision for school transportation
21 customers. Staff does not support Mr. Ervin's proposed change to the tariff pertaining to
22 interruption or curtailment of supply for school transportation customers. Staff continues to

¹ Moorman Direct, pages. 15-17

² Ervin Direct, pages. 6-11

1 recommend the tariff revision for capacity release for school transportation as addressed in
2 Staff's Class Cost-Of-Service Report, page 16, lines 23 to 32.

3 **CASHOUT OF MONTHLY IMBALANCES OF TRANSPORTATION CUSTOMERS**

4 Q. SNG has proposed imbalance tiers and a referenced "Cashout Price
5 Determinant" to be used in the calculation of the imbalance cashout.³ What is a
6 transportation imbalance and how is it addressed in the SNG tariff?

7 A. Each transportation customer—or each pool of transportation customers—
8 obtains its own natural gas supplies, which may be obtained through a third party. The supply
9 is transported on pipeline capacity acquired by the transportation customers. The
10 transportation capacity may be obtained from SNG or from a third party, such as an interstate
11 pipeline. Ideally, the natural gas supplies nominated for the transportation customer or
12 transportation pool, scheduled and received on the pipeline equals the natural gas delivered to
13 SNG and ultimately used by the transportation customer(s) that purchased the natural gas.
14 However, the natural gas delivered to SNG, after reduction for fuel and loss, may not equal
15 the natural gas used by each transportation customer or each pool of transportation customers.
16 The difference is referred to as an "imbalance." Transportation imbalances, especially large
17 imbalances, may cause SNG to change its natural gas supply purchasing practices for its sales
18 customers to keep the SNG system in balance which could increase natural gas costs to sales
19 customers.

20 SNG's proposed tariff sheets describe the company's proposed transportation
21 imbalance formula, imbalance percentage formula and positive and negative imbalance
22 as follows:⁴

³ SNG Proposed Tariff Sheet Revisions, filed as Original Sheet No. 36, Cancelling 1st Revised Sheet No. 29A

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1 Imbalance Formula: Variances between Shipper's gas receipts
2 adjusted for Fuel Reimbursement (a) and Shipper's deliveries (b)
3 shall result in the Month End Imbalance Volume (c).

$$4 \quad (a) - (b) = (c)$$

5 Imbalance Percentage Formula: Month End Imbalance Volume (c)
6 divided by Shipper's deliveries (b)

$$7 \quad (c) / (b) = \text{Imbalance \%}$$

8 A positive imbalance is said to have occurred when the Month End
9 Imbalance Volume (c) results in a positive number. This is to say
10 that the Shipper has delivered to Company more gas than Shipper
11 has consumed (over-delivery), resulting in Company purchasing
12 excess gas from Shipper.

13 A negative imbalance is said to have occurred when the Month
14 End Imbalance Volume (c) results in a negative number. This is to
15 say that the Shipper has delivered to Company less gas than
16 Shipper has consumed (under-delivery), resulting in Company
17 selling additional gas to Shipper.

18 **Cashout Provisions:**

19 Month End Imbalance Volumes (c) shall be cashed out according
20 to the appropriate Tables below by applying only one (1) Cashout
21 Price Adjustment to ALL of the imbalance volumes as determined
22 by the calculated month end imbalance percentage.

23 Q. Ms. Moorman's direct testimony, page 16, lines 2-7 references the imbalance
24 tiers in the SNG proposed tariff revisions. What is an imbalance tier?

25 A. An imbalance tier is a distinct level of imbalance that is intended to measure
26 the magnitude of the imbalance for the purpose of applying different cash out rates as
27 imbalances become larger, and therefore, of greater concern. For the SNG proposed tariff,
28 when an imbalance occurs, the transportation customer responsible for the imbalance must
29 either (1) make a payment (a "cashout") to compensate SNG for having to purchase additional
30 gas (in the case of a negative imbalance) or (2) receives a credit for excess gas (in the case of

⁴ SNG Proposed Tariff Sheet Revisions, filed as Original Sheet No. 35, Cancelling 2nd Revised Sheet No. 29

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Lesa Jenkins

1 a positive imbalance) for SNG to absorb (by injecting in storage or reducing its natural gas
2 supply nominations) or selling excess natural gas supplies.

3 SNG proposes increased levels of cashouts as the monthly imbalances become larger.⁵
4 SNG proposes three cashout levels/tiers set in five percent increments. The first tier is for
5 imbalances that are zero to five percent. The second tier is for imbalances that are greater
6 than five percent to 15 percent. The third tier is for imbalances that are greater than
7 15 percent. The cashout of the monthly imbalance is calculated using the factor in each tier
8 times the imbalance times a referenced price referred to as a "cashout price determinant."⁶

9 Q. Does Staff agree with the proposed imbalance tiers and the cashout price
10 determinant?

11 A. Staff does not oppose the proposed imbalance tiers. The use of tiers for
12 cashout of imbalances provides a financial incentive to minimize the imbalance. However,
13 Staff does not support the cashout price determinant (d) proposed by SNG to be used in the
14 cashout calculation. SNG's proposed tariff revision references a cashout price determinant
15 that is based on the higher or lower of the following:

- 16 • Beginning Storage Weighted Average Cost of Gas
- 17 (WACOG) as calculated by Company for the Delivery
- 18 Month
- 19 • Actual Purchase WACOG for the Delivery Month as
- 20 calculated by the Company
- 21 • Currently in effect Purchases Gas Adjustment (PGA)

22 Q. Please explain why Staff disagrees with the SNG proposed cashout price
23 determinants.

⁵ Moorman Direct, page 16, lines 2-7

⁶ SNG Proposed Tariff Sheet Revisions, filed as Original Sheet No. 36, Cancelling 1st Revised Sheet No. 29A

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1 A. Although the SNG proposal is to use the higher or lower of these three factors,
2 these factors do not reasonably reflect the actual natural gas costs SNG could incur for natural
3 gas supply when the imbalance occurs. Thus, the cashout may not provide a reasonable
4 financial incentive to minimize the imbalance.

5 The beginning storage WACOG is inappropriate in the imbalance cashout calculation
6 because SNG's gas supply plans are to inject the natural gas supplies into storage for later
7 withdrawal to provide natural gas for SNG's natural gas sales customers. No storage gas is
8 being reserved to serve transportation customers. If SNG plans to use storage gas as one
9 means of balancing transportation customers, then a portion of the fixed costs associated with
10 storage, the storage reservation costs, should be allocated to transportation customers.

11 The actual purchase WACOG for the delivery month is also inappropriate in the
12 imbalance cashout calculation, because natural gas purchased for the delivery month includes
13 baseload⁷ and swing gas⁸ contracted in advance to serve SNG's natural gas sales customers.
14 If SNG resolves imbalances by purchasing gas at daily prices throughout the month,
15 this natural gas can have a much higher cost than the actual purchase WACOG for the
16 delivery month. For example in a cold winter, there can be many instances when the daily
17 price of natural gas is higher than the actual purchase WACOG for the delivery month that
18 includes fixed price or monthly index priced natural gas.

⁷ "Baseload" supply agreements are for the same contracted quantity to flow each day of the month during the term of the agreement (one month or multiple months). Baseload supply agreements may be set up in the month prior to the date of flow or may be set up many months in advance of the flow month.

⁸ "Swing gas" supply agreements have a specified maximum daily quantity, but allow nominations of zero up to the maximum daily quantity. Swing supply agreements may be for one or multiple months and are generally set up prior to the beginning of the winter. Swing agreements provide the LDC with flexibility to increase or decrease nominations, daily if needed, in response to changing weather and customer requirements and for flexibility in managing storage balances, but without the necessity to be in the daily market trying to find natural gas supplies.

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1 Finally, SNG's currently effective PGA rate is not appropriate because it is based on
2 an estimate of gas costs which is trued up through the annual Actual Cost Adjustment (ACA)
3 process. The PGA/ACA does not reflect the variability in each month's natural gas prices,
4 which is one reason why the PGA/ACA is for natural gas sales customers and not
5 transportation customers. Other problems with use of the currently effective PGA rate to
6 cashout monthly imbalances are addressed in the direct testimony of Mr. Ervin.⁹

7 Q. What cashout price determinant does Staff recommend?

8 A. Staff recommends the cashout price determinant be based on a published index
9 price that more reasonably reflects the price of natural gas that SNG may have to purchase to
10 cover the transportation imbalances. Different publications publish index prices. ** _____

11 _____
12 ** and thus this publication would be available to reference index prices in the
13 monthly imbalance cashout formula. Staff recommends SNG use *Gas Daily* because it
14 publishes daily and weekly index prices for the natural gas transported on the pipelines that
15 serve SNG's divisions.

16 Staff proposes the cashout price determinant reference be to either the highest or
17 lowest of the *Gas Daily* "Weekly weighted average prices" determined for each cashout
18 month for all imbalances. Transportation customers may be able to obtain natural gas at a
19 lower price than the weekly weighted average price. If transportation customers obtain more
20 natural gas on their own and thereby stay in balance, they will not be subject to the monthly
21 imbalance cashout price. In this way, the weekly weighted average price acts as an incentive
22 for the transportation customers to stay in balance and not rely on SNG for balancing.

⁹ Ervin Direct, page 9, lines 18-23 and page 10, lines 1-7

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1 Therefore Staff proposes to replace the wording in SNG tariff sheets as described in more
2 detail in Schedule LJ-3.

3 Q. Do others use this methodology for cashout of transportation imbalances?

4 A. Yes. Various interstate pipelines reference the *Gas Daily* weekly or daily
5 index prices and apply a multiplier for the cashout tiers of monthly imbalances. In drafting
6 the recommended revision to the cashout price determinant, Staff used the wording in the
7 Midcontinent Express Pipeline LLC tariff for reference. Midcontinent Express Pipeline refers
8 to the Weekly Weighted Average Prices in *Gas Daily* ** _____

9 _____ ** Some pipelines cashout formulas reference prices in
10 *Natural Gas Week*, but ** _____

11 _____ **

12 Q. Is Midcontinent Express' cashout methodology used by the pipelines serving
13 the SNG divisions?

14 A. No. The two pipelines serving the SNG divisions are ANR Pipeline Company
15 (ANR) and Southern Star Central Gas Pipeline (SSCGP). Although both of these pipeline
16 tariffs have provisions for cashout of monthly imbalances, the cashout methodology is
17 different for each pipeline and is different from that proposed by SNG. Although SNG's
18 system imbalances are cashed out using the ANR or SSCGP tariffs, SNG may change its
19 behaviors for natural gas supply purchasing based on the level of the transportation
20 imbalances on its system. SNG's natural gas supply purchasing will be based on the
21 operational requirements of its system and the nature of its gas supply planning. Thus, Staff
22 does not oppose a different cashout methodology for monthly imbalances from those in the
23 ANR and SSCGP pipeline tariffs, but the fact that Staff's proposed cashout methodology is

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1 similar to that of another pipeline, Midcontinent Express, shows that Staff's proposal is not
2 unreasonable for SNG.

3 Q. SNG's proposed tariff change in Original Sheet No. 34 states that
4 determination of imbalances will be made after SNG adjusts the transportation customer(s)
5 natural gas receipts for fuel reimbursement (fuel usage and/or unaccounted for line losses).
6 Does Staff agree with this proposed tariff change?

7 A. Yes. Fuel usage and/or unaccounted line losses would reduce the volume of
8 natural gas that reaches the SNG city gates or town border stations. In addition, it is
9 appropriate for transportation customers to pay for the additional transportation costs incurred
10 when negative imbalances occur. When SNG has to buy natural gas to cover negative
11 imbalances of transportation customers, SNG must transport the additional gas using the
12 transportation capacity it had reserved to serve its natural gas sales customers. Natural gas
13 sales customers pay for that transportation capacity through the PGA/ACA process.
14 Therefore, transportation customers should reimburse SNG and the natural gas sales
15 customers for the use of the transportation capacity that the sales customers have paid for.
16 The cashout provisions in the tariff should clarify the inclusion of the pipeline fuel, pipeline
17 capacity, and any pipeline commodity charges related to transporting gas to cover the
18 negative imbalance. Staff recommends SNG's proposed tariff, Original Sheet No. 35,
19 Cancelling 2nd Revised Sheet No. 29 be modified, with the revision underlined below:

20 **Cashout Provisions:**
21 Month End Imbalance Volumes (c) shall be cashed out according
22 to the appropriate Tables below by applying only one (1) Cashout
23 Price Adjustment to ALL of the imbalance volumes as determined
24 by the calculated month end imbalance percentage, plus pipeline
25 fuel, pipeline capacity and pipeline commodity charges.

1 **TRANSPORTATION SUPPLY BALANCING FOR SCHOOLS**

2 Q. Does Staff oppose Mr. Erwin's proposal to cash out all school imbalances in
3 Tier-1, regardless of the actual size of the imbalance?¹⁰

4 A. No. At this time, Staff is not opposed to Tier-1 cashout for SNG school
5 transportation customers using the same cashout price determinant methodology Staff has
6 proposed for cashout of transportation service monthly imbalances for other transportation
7 customers, as discussed previously. However, Staff recommends that SNG monitor school
8 imbalances to determine whether a Tier-1 cashout provides the appropriate incentive for the
9 schools to minimize their monthly imbalances.

10 If such a revision is made, SNG must clarify the Tier-1 cashout provision for school
11 transportation customers in its proposed tariff, Original Sheet No. 47, cancelling Original
12 Sheet No. 41 in the Missouri School Program Transportation Service Rate Schedule,
13 Section 4., pertaining to Shipper(s) Balancing Obligation.

14 At this time Staff can accept separate treatment for this group of transportation
15 customers because few schools have daily telemetry that would provide information regarding
16 daily usage, which makes it difficult to monitor actual imbalances. All other transportation
17 customers require daily telemetry. Only school transportation customers with meters over one
18 hundred thousand therms annually (10,000 dekatherms/year) require daily telemetry.¹¹

19 Q. Without daily metering, how do schools or the pool operator monitor
20 imbalances?

21 A. The schools or pool operators have access to weather reports and would know
22 if its scheduled quantity of natural gas is based on normal, warm, or cold weather. Schools

¹⁰ Ervin Direct, page 6, lines 9-11.

¹¹ Section 393.310.4(3) RSMo and as discussed in Staff's Class Cost-Of-Service Report, Witness Kim Cox, page 21, lines 28-29 through page 22, lines 1-7.

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1 and pool operators also have access to historical data they can use to estimate usage for
2 normal, warm, and cold weather, summer usage, and evaluate impacts to estimated usage for
3 days that school is not in session in both summer and winter months. To minimize
4 imbalances, the schools—through its pool operator—should be making revisions to its
5 scheduled quantity of natural gas for changes in actual and predicted weather and changes in
6 school operations (such as snow days, summer school, and holidays). For example, if the
7 pool operator scheduled a quantity of natural gas at the start of the month based on a forecast
8 of warm weather, and the weather is actually normal or cold, and forecasts call for the
9 remainder of the month to continue to be normal or cold, the scheduled quantity should be
10 increased throughout the month. In this scenario, the schools, through its pool operator,
11 would have to acquire additional daily or multiple-day supply of natural gas to increase the
12 scheduled quantity.

13 Q. Why are imbalances a problem for the utility?

14 A. Failure of the schools' pool operator to balance gas supply receipts and
15 deliveries for the schools can cause SNG to buy additional higher-priced gas in the daily gas
16 market for those imbalances, to inject or withdraw natural gas in storage for those imbalances
17 (which impacts the planned availability of storage to serve firm sales customers), and/or
18 increase or decrease monthly scheduled quantity of natural gas supplies. All of these actions
19 can result in higher cost of gas to serve firm sales customers. For the SNG proposed tariff,
20 over or under-deliveries of natural gas to the schools will result in cashout of the monthly
21 imbalances.

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1 Q. Do you agree with Mr. Ervin's comments that school transportation customer
2 imbalances are at least in part created by SNG placing a higher priority on sales service
3 supply and curtailing MSBA commodity deliveries?¹²

4 A. No. As explained below, school transportation customer imbalances are
5 primarily caused by failure of the pool operator on the schools' behalf to adjust its natural gas
6 supply purchases as the schools' needs for natural gas supply change throughout the month.

7 First of all, contrary to Mr. Ervin's testimony, evidence shows that ** _____
8 _____ ** SNG's highly
9 confidential response to Data Request (DR) No. 203 indicates ** _____
10 _____ ** SNG city
11 gates/town border station (TBS)¹³ ** _____
12 _____
13 _____
14 _____
15 _____
16 _____
17 _____

18 _____ **

¹² Ervin Direct, page 10, lines 10 - 22

¹³ Distribution lines typically take natural gas from the large transportation pipelines and deliver the gas to retail customers. While some large consumers – industrial and electric generation, for example – may take service directly off a transmission pipeline, most receive their gas through their local gas utility, or local distribution company (LDC). These companies typically purchase natural gas and ship it on behalf of their customers, taking possession of the gas from the pipelines at local citygates and delivering it to customers at their meters. (Energy Primer, A Handbook of Energy Market Basics, A staff report of the Division of Energy Market Oversight Office of Enforcement, Federal Energy Regulatory Commission, July 2012)

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1 Staff requested MSBA provide pipeline and supplier documents to explain whether
2 any of these type of curtailments were made because the pipeline or supplier made
3 reductions/cuts/or curtailments to the MSBA nominations. The MSBA response indicates it
4 was not in possession of such documents and that SNG should be able to provide the
5 information requested as to why they make these common allocations or curtailments.
6 (MSBA Public response to Staff DRs Nos. 1 and 2, attached as Schedule LJ-4.

7 In addition, contrary to Mr. Erwin's testimony, data shows that SNG is not making
8 significant reductions to schools' allocations. Review of MSBA data for calendar year 2013,
9 as summarized in the table below, shows that five of the 12 months had no allocation
10 reductions, four months had allocation reductions of less than 5 percent, two months had
11 allocation reductions of less than 10 percent, and one month had an allocation reduction of
12 10.8 percent.

Month	Schools Scheduled Quantity	Allocated Quantity	Allocated Quantity as % of Scheduled
Jan-13	16,554	16,554	100.0%
Feb-13	13,552	13,552	100.0%
Mar-13	7,688	7,688	100.0%
Apr-13	2,190	2,190	100.0%
May-13	1,271	1,192	93.8%
Jun-13	360	328	91.1%
Jul-13	1,519	1,477	97.2%
Aug-13	2,356	2,276	96.6%
Sep-13	2,250	2,007	89.2%
Oct-13	4,743	4,677	98.6%
Nov-13	10,186	10,176	99.9%
Dec-13	14,787	14,787	100.0%
<i>Calendar Year 2013 data from MSBA Public Response to Staff DR No.1</i>			

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1 Data shows that school transportation customers' imbalances are not primarily caused
2 by SNG's service priority or curtailments, but rather the imbalances are primarily caused by
3 failure of the pool operator on the schools' behalf to adjust its nominations as the schools'
4 needs for natural gas supply changes throughout the month. Review of MSBA data for
5 calendar year 2013 shows the quantity of natural gas that the pool operator scheduled for
6 schools was generally constant each day of the month. The schools' pool operator did not
7 increase the scheduled quantity when the weather turned cold. The pool operator did not
8 reduce the scheduled quantity when the weather turned warm. The pool operator did not
9 reduce the scheduled quantity to account for any of the typical school holidays in November
10 through January. The pool operator did not reduce the scheduled quantity for weekends.

11 In fact, the only change in the scheduled quantity occurred at the start of November
12 2013. MSBA scheduled natural gas on two contracts in November 2013 and the data
13 provided indicates that on one of the contracts it scheduled the same quantity every day, but
14 the other contract was scheduled to begin flowing the same daily quantity of natural gas
15 beginning on the 5th day of the month. The information is attached as Schedule LJ-5. This
16 information shows that the school transportation customers' imbalances are caused by failure
17 of the pool operator on the schools' behalf to adjust its gas supply nominations as the schools'
18 needs for natural gas supply change throughout the month.

19 In other words, school imbalances primarily occur because natural gas purchased and
20 delivered for schools are not matching the schools' usage. For calendar year 2013 school
21 transportation imbalances exceeded ** _____

22 _____ ** The information is attached as highly
23 confidential Schedule LJ-6.

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1 Q. Do you agree with Mr. Ervin's comments that natural gas supply for school
2 transportation customers should have the same level of priority for purposes of interruptions,
3 curtailments and reductions as when they were purchasing natural gas from SNG and that a
4 change in the tariff is required?¹⁴

5 A. No. SNG is responsible for natural gas supply for firm sales customers.
6 Transportation customers are responsible for acquiring natural gas supply for their needs.
7 Reductions of natural gas supply to transportation customers is limited as described
8 previously. If the school transportation customers have not purchased a sufficient quantity of
9 natural gas to meet its daily usage and ** _____
10 _____

11 _____ ** Staff does not support this tariff change proposed by Mr. Ervin.

12 Q. Does this conclude your rebuttal testimony?

13 A. Yes it does.

¹⁴ Ervin Direct, page 8, lines 4-15.

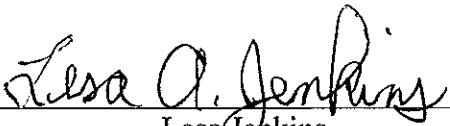
BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of Summit Natural Gas of)
Missouri Inc.'s Filing of Revised Tariffs To) Case No. GR-2014-0086
Increase its Annual Revenues For Natural Gas)
Service)

AFFIDAVIT OF LESA JENKINS

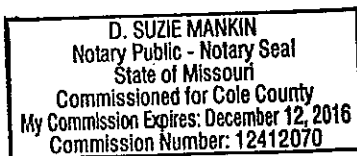
STATE OF MISSOURI)
)
COUNTY OF COLE) ss.

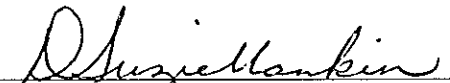
Lesia Jenkins, of lawful age, on her oath states: that she has participated in the preparation of the foregoing Rebuttal Testimony in question and answer form, consisting of 15 pages to be presented in the above case; that the answers in the foregoing Rebuttal Testimony were given by her; that she has knowledge of the matters set forth in such answers; and that such matters are true and correct to the best of her knowledge and belief.



Lesia Jenkins

Subscribed and sworn to before me this 11th day of July, 2014.





Notary Public

Summit Natural Gas of Missouri Inc.

Case No. GR-2014-0086

Cashout Price Determinant for Cashout of Transportation Imbalances

Revise SNG proposed tariff, SNG Original Sheet No. 36, 1st Revised Sheet No. 29A and Original Sheet No. 37, 1st Revised Sheet No. 30:

Replace wording in proposed tariff below the 2 tables for Imbalance Tiers through just before the sentence that begins, "Company reserves the right to ..."

The Cashout Price Determinant (d) for the delivery month shall be derived from prices as reported in Platts McGraw Hill Financial publication *Gas Daily* for the applicable locations for each SNG service area. (For example, "Southern Star, TX.-Okla." may be used for the Rogersville and Branson divisions for supply that is generally sourced at that location.) The Cashout Price Determinant (d) shall use either the highest or lowest of the "Weekly weighted average prices" determined for each cashout month for all imbalances as described below.

The average price for each week shall be the price for the applicable location in the referenced publication in the table entitled "Weekly weighted average prices", or the superseding reference if the publication titling is revised. The issues of such publication to be used in determining each Month's highest weekly average price and lowest weekly average price shall include all issues containing the above-referenced table with publication dates within the calendar month in which the imbalance occurred, plus the first publication of the next month after the imbalance occurred containing the above-referenced table. If the weekly price for one or more of the locations below is no longer published by *Gas Daily*, the equivalent prices in the Energy Intelligence Group publication "Natural Gas Week", under the column labeled "\$/MMBtu" in the table entitled "Natural Gas Weekly Spot Prices" will be used to determine the Cashout Price Determinant (d) for the applicable location(s) for each SNG service area.

- (1) For positive imbalances (over-delivery), the Cashout Price Determinant (d) shall be the lowest of the "Weekly weighted average prices" for the applicable location(s) for the month in which the imbalance occurred.
- (2) For negative imbalances (under-delivery), the Cashout Price Determinant (d) shall be the highest of the "Weekly weighted average prices" for the applicable location(s) for the month in which the imbalance occurred.

(SNG may want to list the location for each division here rather than using the example in the 1st paragraph above.)

Positive Imbalance Cashout Formula:

The absolute value of the month-end imbalance volume (c) multiplied by the Cashout Price Determinant (d) shall result in the amount to be credited to Shipper as a purchase of gas by the Company from the Shipper (e). Such amount is subject to the corresponding Tier Cashout Price Adjustment as described above for Positive Imbalance.

$$(c) \times (d) = (e)$$

Negative Imbalance Cashout Formula:

The absolute value of the month-end imbalance volume (c) multiplied by the Cashout Price Determinant (d) shall result in the amount to be charged to Shipper as a sale of gas to Shipper by the Company (f). Such amount is subject to the corresponding Tier Cashout Price Adjustment as described above for Negative Imbalance.

$$(c) \times (d) = (f)$$

Summit Natural Gas of Missouri, Inc.
Case No. GR-2014-0086

Missouri School Boards' Association

Data Request

Data Request No.: 1

Company Name: Summit Natural Gas of Missouri, Inc.

Case/Tracking No.: GR-2014-0086

Date requested: June 5, 2014

Requested from: Melissa K. Randol; Richard S. Brownlee
Missouri School Boards' Association (MSBA)

Requested by: John Borgmeyer; Phil Lock; Lesa Jenkins

Description: Regarding the direct testimony of Louie Ervin on behalf of Missouri School Boards' Association (MSBA), statement on page 10, "It has not been uncommon, particularly during summer months when the Company is making storage injections, for the Company to reduce the nominated deliveries made by MSBA's Pool Operator, which is a Company caused imbalance."

(A) Please explain what is meant by "has not been uncommon". Provide documents supporting the frequency of the reductions to MSBA nominated deliveries and provide a breakout for each of the Company's areas: (1) Northern-ANR, (2) Southern (Warsaw) - SSCGP, (3) Rogersville-SSCGP, and (4) Branson - SSCGP.

(B) Please provide documents to support the statement regarding the Company reducing the MSBA nominated volumes and provide a breakout for each of the Company's areas: (1) Northern-ANR, (2) Southern (Warsaw) - SSCGP, (3) Rogersville-SSCGP, and (4) Branson - SSCGP.

Due Date: June 25, 2014

Security: Public

Response:

(A) Because schools in the Missouri School Program who do not purchase their gas commodity supply from SNG but nominate third-party of deliveries from the interstate pipeline to the SNG system for re-delivery to schools, these participating schools should never be interrupted/curtailed/allocated for other than to maintain the integrity of the system and then only on the same basis in the same manner as for schools that purchase gas supply from SNG, any other reduction of delivery would be "uncommon" for all other area gas utilities. So, I consider allocated changes to schools nominated deliveries a total of 97 days from

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2010 through 2013 to not be uncommon, or an improper common practice by SNG. Attached are school pool documents with raw daily nominated and delivered volumes (see right-most columns) and a pull-off summary of allocated delivery days in attached spreadsheets, which support the frequency of the reductions to MSBA nominated deliveries. All participating schools are in the Rogersville area. It appears that Missouri schools are being used to help provide a balance service for SNG's supply and then being penalized rather than compensated for such service.

- (B) All participating schools are in the Rogersville area. It appears that Missouri schools are being used to help provide a balance service for SNG's supply and then being penalized rather than compensated for such service.

Please see the following attachments:

- 1) SOMO Actuals 2010.xls
- 2) SOMO Actuals 2011.xls
- 3) SOMO Actuals 2012.xls
- 4) SOMO Actuals 2013.pdf
- 5) Data Extracted from SOMO Actuals 2010-2013.xls

Response Provided by: Louie R. Ervin Sr.

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Missouri School Boards' Association

Data Request

Data Request No.: 2

Company Name: Summit Natural Gas of Missouri, Inc.

Case/Tracking No.: GR-2014-0086

Date requested: June 5, 2014

Requested from: Melissa K. Randol; Richard S. Brownlee
Missouri School Boards' Association (MSBA)

Requested by: John Borgmeyer; Phil Lock; Lesa Jenkins

Description: Regarding the direct testimony of Louie Ervin on behalf of Missouri School Boards' Association (MSBA) statement on page 10, "Although schools pay full costs of service rates for use of the Company's delivery system, when school chose transport service over Company commodity supply they are penalized. The penalty is in the form of increased imbalances at punitive cashout prices when those imbalances were, at least in part, created by the Company placing a higher priority on sales service supply and curtailing MSBA commodity deliveries."

(A) Please provide documents to support the imbalances and cashout prices and provide a breakout for each of the Company's areas: (1) Northern-ANR, (2) Southern (Warsaw) - SSCGP, (3) Rogersville-SSCGP, and (4) Branson - SSCGP.

(B) Please provide documents to support that the Company is curtailing MSBA commodity deliveries. Provide a breakout for each of the Company's areas: (1) Northern-ANR, (2) Southern (Warsaw) - SSCGP, (3) Rogersville-SSCGP, and (4) Branson - SSCGP.

(C) Please provide pipeline and supplier documents explaining whether any of these curtailments were made because the pipeline or supplier made reductions/cuts/or curtailments to the MSBA nominations. Provide a breakout for each of the Company's areas: (1) Northern-ANR, (2) Southern (Warsaw) - SSCGP, (3) Rogersville-SSCGP, and (4) Branson - SSCGP.

Due Date: June 25, 2014

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Response:

- (A) See response to DR No. 1 above.
- (B) See response to DR No. 1 above.
- (C) My information is from SNG. I am not in possession of pipeline documents or reasons. SNG should be able to provide the information requested as to why they make these common allocations or curtailments.

Response Provided by: Louie R. Ervin Sr.

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Staff Summary of Data from MSBA Response to Staff DR1, Public

Month	Schools Scheduled Quantity	Allocated Quantity	Allocated Quantity as % of Scheduled
Jan-13	16,554	16,554	100.0%
Feb-13	13,552	13,552	100.0%
Mar-13	7,688	7,688	100.0%
Apr-13	2,190	2,190	100.0%
May-13	1,271	1,192	93.8%
Jun-13	360	328	91.1%
Jul-13	1,519	1,477	97.2%
Aug-13	2,356	2,276	96.6%
Sep-13	2,250	2,007	89.2%
Oct-13	4,743	4,677	98.6%
Nov-13	10,186	10,176	99.9%
Dec-13	14,787	14,787	100.0%
<i>CY 2013 data from MSBA Response to Staff DR No.1, Public</i>			

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Day	SRV Req K	Scheduled QTY (Gross & Net)	Allocated QTY (Gross & Net)	SRV Req K	Scheduled QTY (Gross & Net)	Allocated QTY (Gross & Net)	Total Scheduled QTY	Total Allocated QTY
1/1/2013	RA19573	534	534				534	534
1/2/2013	RA19573	534	534				534	534
1/3/2013	RA19573	534	534				534	534
1/4/2013	RA19573	534	534				534	534
1/5/2013	RA19573	534	534				534	534
1/6/2013	RA19573	534	534				534	534
1/7/2013	RA19573	534	534				534	534
1/8/2013	RA19573	534	534				534	534
1/9/2013	RA19573	534	534				534	534
1/10/2013	RA19573	534	534				534	534
1/11/2013	RA19573	534	534				534	534
1/12/2013	RA19573	534	534				534	534
1/13/2013	RA19573	534	534				534	534
1/14/2013	RA19573	534	534				534	534
1/15/2013	RA19573	534	534				534	534
1/16/2013	RA19573	534	534				534	534
1/17/2013	RA19573	534	534				534	534
1/18/2013	RA19573	534	534				534	534
1/19/2013	RA19573	534	534				534	534
1/20/2013	RA19573	534	534				534	534
1/21/2013	RA19573	534	534				534	534
1/22/2013	RA19573	534	534				534	534
1/23/2013	RA19573	534	534				534	534
1/24/2013	RA19573	534	534				534	534
1/25/2013	RA19573	534	534				534	534
1/26/2013	RA19573	534	534				534	534
1/27/2013	RA19573	534	534				534	534
1/28/2013	RA19573	534	534				534	534
1/29/2013	RA19573	534	534				534	534
1/30/2013	RA19573	534	534				534	534
1/31/2013	RA19573	534	534				534	534
2/1/2013	RA19573	484	484				484	484
2/2/2013	RA19573	484	484				484	484
2/3/2013	RA19573	484	484				484	484
2/4/2013	RA19573	484	484				484	484
2/5/2013	RA19573	484	484				484	484
2/6/2013	RA19573	484	484				484	484
2/7/2013	RA19573	484	484				484	484
2/8/2013	RA19573	484	484				484	484
2/9/2013	RA19573	484	484				484	484
2/10/2013	RA19573	484	484				484	484
2/11/2013	RA19573	484	484				484	484
2/12/2013	RA19573	484	484				484	484
2/13/2013	RA19573	484	484				484	484
2/14/2013	RA19573	484	484				484	484
2/15/2013	RA19573	484	484				484	484
2/16/2013	RA19573	484	484				484	484
2/17/2013	RA19573	484	484				484	484
2/18/2013	RA19573	484	484				484	484
2/19/2013	RA19573	484	484				484	484
2/20/2013	RA19573	484	484				484	484
2/21/2013	RA19573	484	484				484	484
2/22/2013	RA19573	484	484				484	484
2/23/2013	RA19573	484	484				484	484
2/24/2013	RA19573	484	484				484	484
2/25/2013	RA19573	484	484				484	484
2/26/2013	RA19573	484	484				484	484
2/27/2013	RA19573	484	484				484	484
2/28/2013	RA19573	484	484				484	484
3/1/2013	RA19573	248	248				248	248
3/2/2013	RA19573	248	248				248	248
3/3/2013	RA19573	248	248				248	248

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Day	SRV Req K	Scheduled QTY (Gross & Net)	Allocated QTY (Gross & Net)	SRV Req K	Scheduled QTY (Gross & Net)	Allocated QTY (Gross & Net)	Total Scheduled QTY	Total Allocated QTY
3/4/2013	RA19573	248	248				248	248
3/5/2013	RA19573	248	248				248	248
3/6/2013	RA19573	248	248				248	248
3/7/2013	RA19573	248	248				248	248
3/8/2013	RA19573	248	248				248	248
3/9/2013	RA19573	248	248				248	248
3/10/2013	RA19573	248	248				248	248
3/11/2013	RA19573	248	248				248	248
3/12/2013	RA19573	248	248				248	248
3/13/2013	RA19573	248	248				248	248
3/14/2013	RA19573	248	248				248	248
3/15/2013	RA19573	248	248				248	248
3/16/2013	RA19573	248	248				248	248
3/17/2013	RA19573	248	248				248	248
3/18/2013	RA19573	248	248				248	248
3/19/2013	RA19573	248	248				248	248
3/20/2013	RA19573	248	248				248	248
3/21/2013	RA19573	248	248				248	248
3/22/2013	RA19573	248	248				248	248
3/23/2013	RA19573	248	248				248	248
3/24/2013	RA19573	248	248				248	248
3/25/2013	RA19573	248	248				248	248
3/26/2013	RA19573	248	248				248	248
3/27/2013	RA19573	248	248				248	248
3/28/2013	RA19573	248	248				248	248
3/29/2013	RA19573	248	248				248	248
3/30/2013	RA19573	248	248				248	248
3/31/2013	RA19573	248	248				248	248
4/1/2013	RA20227	73	73				73	73
4/2/2013	RA20227	73	73				73	73
4/3/2013	RA20227	73	73				73	73
4/4/2013	RA20227	73	73				73	73
4/5/2013	RA20227	73	73				73	73
4/6/2013	RA20227	73	73				73	73
4/7/2013	RA20227	73	73				73	73
4/8/2013	RA20227	73	73				73	73
4/9/2013	RA20227	73	73				73	73
4/10/2013	RA20227	73	73				73	73
4/11/2013	RA20227	73	73				73	73
4/12/2013	RA20227	73	73				73	73
4/13/2013	RA20227	73	73				73	73
4/14/2013	RA20227	73	73				73	73
4/15/2013	RA20227	73	73				73	73
4/16/2013	RA20227	73	73				73	73
4/17/2013	RA20227	73	73				73	73
4/18/2013	RA20227	73	73				73	73
4/19/2013	RA20227	73	73				73	73
4/20/2013	RA20227	73	73				73	73
4/21/2013	RA20227	73	73				73	73
4/22/2013	RA20227	73	73				73	73
4/23/2013	RA20227	73	73				73	73
4/24/2013	RA20227	73	73				73	73
4/25/2013	RA20227	73	73				73	73
4/26/2013	RA20227	73	73				73	73
4/27/2013	RA20227	73	73				73	73
4/28/2013	RA20227	73	73				73	73
4/29/2013	RA20227	73	73				73	73
4/30/2013	RA20227	73	73				73	73
5/1/2013	RA20227	41	41				41	41
5/2/2013	RA20227	41	41				41	41
5/3/2013	RA20227	41	41				41	41
5/4/2013	RA20227	41	41				41	41
5/5/2013	RA20227	41	41				41	41
5/6/2013	RA20227	41	41				41	41

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Day	SRV Req K	Scheduled QTY (Gross & Net)	Allocated QTY (Gross & Net)	SRV Req K	Scheduled QTY (Gross & Net)	Allocated QTY (Gross & Net)	Total Scheduled QTY	Total Allocated QTY
5/7/2013	RA20227	41	41				41	41
5/8/2013	RA20227	41	41				41	41
5/9/2013	RA20227	41	41				41	41
5/10/2013	RA20227	41	41				41	41
5/11/2013	RA20227	41	41				41	41
5/12/2013	RA20227	41	41				41	41
5/13/2013	RA20227	41	41				41	41
5/14/2013	RA20227	41	41				41	41
5/15/2013	RA20227	41	41				41	41
5/16/2013	RA20227	41	41				41	41
5/17/2013	RA20227	41	41				41	41
5/18/2013	RA20227	41	39				41	39
5/19/2013	RA20227	41	41				41	41
5/20/2013	RA20227	41	41				41	41
5/21/2013	RA20227	41	41				41	41
5/22/2013	RA20227	41	41				41	41
5/23/2013	RA20227	41	41				41	41
5/24/2013	RA20227	41	41				41	41
5/25/2013	RA20227	41	36				41	36
5/26/2013	RA20227	41	29				41	29
5/27/2013	RA20227	41	38				41	38
5/28/2013	RA20227	41	18				41	18
5/29/2013	RA20227	41	7				41	7
5/30/2013	RA20227	41	41				41	41
5/31/2013	RA20227	41	41				41	41
6/1/2013	RA20227	12	12				12	12
6/2/2013	RA20227	12	5				12	5
6/3/2013	RA20227	12	12				12	12
6/4/2013	RA20227	12	12				12	12
6/5/2013	RA20227	12	12				12	12
6/6/2013	RA20227	12	12				12	12
6/7/2013	RA20227	12	12				12	12
6/8/2013	RA20227	12	10				12	10
6/9/2013	RA20227	12	10				12	10
6/10/2013	RA20227	12	12				12	12
6/11/2013	RA20227	12	12				12	12
6/12/2013	RA20227	12	12				12	12
6/13/2013	RA20227	12	12				12	12
6/14/2013	RA20227	12	12				12	12
6/15/2013	RA20227	12	9				12	9
6/16/2013	RA20227	12	9				12	9
6/17/2013	RA20227	12	12				12	12
6/18/2013	RA20227	12	12				12	12
6/19/2013	RA20227	12	12				12	12
6/20/2013	RA20227	12	12				12	12
6/21/2013	RA20227	12	12				12	12
6/22/2013	RA20227	12	9				12	9
6/23/2013	RA20227	12	7				12	7
6/24/2013	RA20227	12	12				12	12
6/25/2013	RA20227	12	12				12	12
6/26/2013	RA20227	12	12				12	12
6/27/2013	RA20227	12	12				12	12
6/28/2013	RA20227	12	12				12	12
6/29/2013	RA20227	12	7				12	7
6/30/2013	RA20227	12	10				12	10
7/1/2013	RA20227	49	49				49	49
7/2/2013	RA20227	49	49				49	49
7/3/2013	RA20227	49	49				49	49
7/4/2013	RA20227	49	43				49	43
7/5/2013	RA20227	49	49				49	49
7/6/2013	RA20227	49	41				49	41
7/7/2013	RA20227	49	45				49	45
7/8/2013	RA20227	49	49				49	49
7/9/2013	RA20227	49	49				49	49

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Day	SRV Req K	Scheduled QTY (Gross & Net)	Allocated QTY (Gross & Net)	SRV Req K	Scheduled QTY (Gross & Net)	Allocated QTY (Gross & Net)	Total Scheduled QTY	Total Allocated QTY
7/10/2013	RA20227	49	49				49	49
7/11/2013	RA20227	49	49				49	49
7/12/2013	RA20227	49	49				49	49
7/13/2013	RA20227	49	45				49	45
7/14/2013	RA20227	49	45				49	45
7/15/2013	RA20227	49	49				49	49
7/16/2013	RA20227	49	49				49	49
7/17/2013	RA20227	49	49				49	49
7/18/2013	RA20227	49	49				49	49
7/19/2013	RA20227	49	49				49	49
7/20/2013	RA20227	49	41				49	41
7/21/2013	RA20227	49	46				49	46
7/22/2013	RA20227	49	49				49	49
7/23/2013	RA20227	49	49				49	49
7/24/2013	RA20227	49	49				49	49
7/25/2013	RA20227	49	49				49	49
7/26/2013	RA20227	49	49				49	49
7/27/2013	RA20227	49	44				49	44
7/28/2013	RA20227	49	49				49	49
7/29/2013	RA20227	49	49				49	49
7/30/2013	RA20227	49	49				49	49
7/31/2013	RA20227	49	49				49	49
8/1/2013	RA20227	0	0	RA20166	76	76	76	76
8/2/2013	RA20227	0	0	RA20166	76	76	76	76
8/3/2013	RA20227	0	0	RA20166	76	58	76	58
8/4/2013	RA20227	0	0	RA20166	76	70	76	70
8/5/2013	RA20227	0	0	RA20166	76	76	76	76
8/6/2013	RA20227	0	0	RA20166	76	76	76	76
8/7/2013	RA20227	0	0	RA20166	76	76	76	76
8/8/2013	RA20227	0	0	RA20166	76	76	76	76
8/9/2013	RA20227	0	0	RA20166	76	76	76	76
8/10/2013	RA20227	0	0	RA20166	76	60	76	60
8/11/2013	RA20227	0	0	RA20166	76	65	76	65
8/12/2013	RA20227	0	0	RA20166	76	76	76	76
8/13/2013	RA20227	0	0	RA20166	76	76	76	76
8/14/2013	RA20227	0	0	RA20166	76	76	76	76
8/15/2013	RA20227	0	0	RA20166	76	76	76	76
8/16/2013	RA20227	0	0	RA20166	76	76	76	76
8/17/2013	RA20227	0	0	RA20166	76	73	76	73
8/18/2013	RA20227	0	0	RA20166	76	62	76	62
8/19/2013	RA20227	0	0	RA20166	76	76	76	76
8/20/2013	RA20227	0	0	RA20166	76	76	76	76
8/21/2013	RA20227	0	0	RA20166	76	76	76	76
8/22/2013	RA20227	0	0	RA20166	76	76	76	76
8/23/2013	RA20227	0	0	RA20166	76	76	76	76
8/24/2013	RA20227	0	0	RA20166	76	76	76	76
8/25/2013	RA20227	0	0	RA20166	76	76	76	76
8/26/2013	RA20227	0	0	RA20166	76	76	76	76
8/27/2013	RA20227	0	0	RA20166	76	76	76	76
8/28/2013	RA20227	0	0	RA20166	76	76	76	76
8/29/2013	RA20227	0	0	RA20166	76	76	76	76
8/30/2013	RA20227	0	0	RA20166	76	76	76	76
8/31/2013	RA20227	0	0	RA20166	76	64	76	64
9/1/2013	RA20227	75	37				75	37
9/2/2013	RA20227	75	50				75	50
9/3/2013	RA20227	75	75				75	75
9/4/2013	RA20227	75	75				75	75
9/5/2013	RA20227	75	75				75	75
9/6/2013	RA20227	75	75				75	75
9/7/2013	RA20227	75	50				75	50
9/8/2013	RA20227	75	48				75	48
9/9/2013	RA20227	75	75				75	75
9/10/2013	RA20227	75	75				75	75
9/11/2013	RA20227	75	75				75	75

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Day	SRV Req K	Scheduled QTY (Gross & Net)	Allocated QTY (Gross & Net)	SRV Req K	Scheduled QTY (Gross & Net)	Allocated QTY (Gross & Net)	Total Scheduled QTY	Total Allocated QTY
9/12/2013	RA20227	75	75				75	75
9/13/2013	RA20227	75	75				75	75
9/14/2013	RA20227	75	54				75	54
9/15/2013	RA20227	75	57				75	57
9/16/2013	RA20227	75	75				75	75
9/17/2013	RA20227	75	75				75	75
9/18/2013	RA20227	75	75				75	75
9/19/2013	RA20227	75	75				75	75
9/20/2013	RA20227	75	75				75	75
9/21/2013	RA20227	75	53				75	53
9/22/2013	RA20227	75	57				75	57
9/23/2013	RA20227	75	75				75	75
9/24/2013	RA20227	75	75				75	75
9/25/2013	RA20227	75	75				75	75
9/26/2013	RA20227	75	75				75	75
9/27/2013	RA20227	75	75				75	75
9/28/2013	RA20227	75	49				75	49
9/29/2013	RA20227	75	52				75	52
9/30/2013	RA20227	75	75				75	75
10/1/2013	RA20227	153	153				153	153
10/2/2013	RA20227	153	153				153	153
10/3/2013	RA20227	153	153				153	153
10/4/2013	RA20227	153	153				153	153
10/5/2013	RA20227	153	120				153	120
10/6/2013	RA20227	153	153				153	153
10/7/2013	RA20227	153	153				153	153
10/8/2013	RA20227	153	153				153	153
10/9/2013	RA20227	153	153				153	153
10/10/2013	RA20227	153	153				153	153
10/11/2013	RA20227	153	153				153	153
10/12/2013	RA20227	153	120				153	120
10/13/2013	RA20227	153	153				153	153
10/14/2013	RA20227	153	153				153	153
10/15/2013	RA20227	153	153				153	153
10/16/2013	RA20227	153	153				153	153
10/17/2013	RA20227	153	153				153	153
10/18/2013	RA20227	153	153				153	153
10/19/2013	RA20227	153	153				153	153
10/20/2013	RA20227	153	153				153	153
10/21/2013	RA20227	153	153				153	153
10/22/2013	RA20227	153	153				153	153
10/23/2013	RA20227	153	153				153	153
10/24/2013	RA20227	153	153				153	153
10/25/2013	RA20227	153	153				153	153
10/26/2013	RA20227	153	153				153	153
10/27/2013	RA20227	153	153				153	153
10/28/2013	RA20227	153	153				153	153
10/29/2013	RA20227	153	153				153	153
10/30/2013	RA20227	153	153				153	153
10/31/2013	RA20227	153	153				153	153
11/1/2013				RA21130	330	330	330	330
11/2/2013				RA21130	330	330	330	330
11/3/2013				RA21130	330	330	330	330
11/4/2013				RA21130	330	330	330	330
11/5/2013	RA20978	11	11	RA21130	330	330	341	341
11/6/2013	RA20978	11	11	RA21130	330	330	341	341
11/7/2013	RA20978	11	11	RA21130	330	330	341	341
11/8/2013	RA20978	11	11	RA21130	330	330	341	341
11/9/2013	RA20978	11	11	RA21130	330	330	341	341
11/10/2013	RA20978	11	11	RA21130	330	330	341	341
11/11/2013	RA20978	11	11	RA21130	330	330	341	341
11/12/2013	RA20978	11	11	RA21130	330	330	341	341
11/13/2013	RA20978	11	11	RA21130	330	330	341	341
11/14/2013	RA20978	11	11	RA21130	330	330	341	341

Summit Natural Gas of Missouri, Inc.

Case No. GR-2014-0086

Summit Natural Gas Rate Case, GR-2014-0086
 Schools Scheduled & Allocated Quantity, CY2013
 Staff Summary of Data from MSBA Response to Staff DR1, Public

Day	SRV Req K	Scheduled QTY (Gross & Net)	Allocated QTY (Gross & Net)	SRV Req K	Scheduled QTY (Gross & Net)	Allocated QTY (Gross & Net)	Total Scheduled QTY	Total Allocated QTY
11/15/2013	RA20978	11	11	RA21130	330	330	341	341
11/16/2013	RA20978	11	11	RA21130	330	330	341	341
11/17/2013	RA20978	11	11	RA21130	330	330	341	341
11/18/2013	RA20978	11	11	RA21130	330	330	341	341
11/19/2013	RA20978	11	11	RA21130	330	330	341	341
11/20/2013	RA20978	11	11	RA21130	330	330	341	341
11/21/2013	RA20978	11	11	RA21130	330	330	341	341
11/22/2013	RA20978	11	11	RA21130	330	330	341	341
11/23/2013	RA20978	11	11	RA21130	330	330	341	341
11/24/2013	RA20978	11	11	RA21130	330	330	341	341
11/25/2013	RA20978	11	11	RA21130	330	330	341	341
11/26/2013	RA20978	11	11	RA21130	330	330	341	341
11/27/2013	RA20978	11	11	RA21130	330	330	341	341
11/28/2013	RA20978	11	11	RA21130	330	330	341	341
11/29/2013	RA20978	11	8	RA21130	330	330	341	338
11/30/2013	RA20978	11	4	RA21130	330	330	341	334
12/1/2013	RA21303	477	477				477	477
12/2/2013	RA21303	477	477				477	477
12/3/2013	RA21303	477	477				477	477
12/4/2013	RA21303	477	477				477	477
12/5/2013	RA21303	477	477				477	477
12/6/2013	RA21303	477	477				477	477
12/7/2013	RA21303	477	477				477	477
12/8/2013	RA21303	477	477				477	477
12/9/2013	RA21303	477	477				477	477
12/10/2013	RA21303	477	477				477	477
12/11/2013	RA21303	477	477				477	477
12/12/2013	RA21303	477	477				477	477
12/13/2013	RA21303	477	477				477	477
12/14/2013	RA21303	477	477				477	477
12/15/2013	RA21303	477	477				477	477
12/16/2013	RA21303	477	477				477	477
12/17/2013	RA21303	477	477				477	477
12/18/2013	RA21303	477	477				477	477
12/19/2013	RA21303	477	477				477	477
12/20/2013	RA21303	477	477				477	477
12/21/2013	RA21303	477	477				477	477
12/22/2013	RA21303	477	477				477	477
12/23/2013	RA21303	477	477				477	477
12/24/2013	RA21303	477	477				477	477
12/25/2013	RA21303	477	477				477	477
12/26/2013	RA21303	477	477				477	477
12/27/2013	RA21303	477	477				477	477
12/28/2013	RA21303	477	477				477	477
12/29/2013	RA21303	477	477				477	477
12/30/2013	RA21303	477	477				477	477
12/31/2013	RA21303	477	477				477	477

SCHEDULE LJ-6

HAS BEEN DEEMED

HIGHLY CONFIDENTIAL

IN ITS ENTIRETY