

10/11
TBS
TF
LS

STATE OF MISSOURI
PUBLIC SERVICE COMMISSION

At a session of the Public Service Commission held at its office in Jefferson City on the 17th day of August, 1999.

In the Matter of Revised Natural Gas Rate)
Schedules Designed to Increase St. Joseph) Case No. GR-99-246
Light & Power Company's Annual Natural Gas) (Tariff File 9900426)
Revenues by Approximately \$499,104 Exclusive)
of Applicable Fees and Taxes)

ORDER APPROVING STIPULATION AND AGREEMENT

On December 1, 1998, St. Joseph Light & Power Company (SJLP) filed revised natural gas rate schedules designed to increase SJLP's annual natural gas revenues by approximately \$499,104, or 10.46 percent. SJLP's revised rate tariffs were assigned tariff number 9900426 and Case No. GR-99-246. On December 24, 1998, the Commission suspended the proposed tariffs to November 1, 1999, and set the case for hearing beginning on July 6, 1999. In an order issued June 23, 1999, the Commission allowed the participation without intervention of Friskies Petcare, AG Processing, Inc., and Wire Rope Corporation of America (collectively the "Industrial Customers").

On July 6, the parties appeared for the scheduled hearing. The Commission granted Staff's oral motion to recess the hearing for one day to allow for further settlement negotiations. The parties again appeared for hearing on July 7. At that time the parties announced that they had reached an agreement in principle to settle these cases and requested

that the hearing be continued to allow the parties to prepare and file a written Stipulation and Agreement. The hearing was continued to allow the parties to prepare such a Stipulation and Agreement.

On July 16, SJLP, Staff, and the Office of the Public Counsel (OPC) filed a Unanimous Stipulation and Agreement. The Stipulation and Agreement purported to settle all disputes between the parties regarding Case No. GR-99-246. The Stipulation and Agreement provided that SJLP would withdraw all of the proposed natural gas tariff sheets it filed on December 1, 1998, and that no change would be made in the rate schedules currently in effect for natural gas service, except that SJLP would be authorized to file tariff sheets to implement a returned check charge of ten dollars (\$10.00). The Stipulation and Agreement provided that the returned check charge shall be worded such that it is only a single charge for combined gas and electric customers. SJLP was also authorized to file additional sheets reflecting miscellaneous changes and corrections shown in Appendix A. Depreciation rates were attached to the Stipulation and Agreement as Appendix B.

The Commission established August 9, 1999, as the date for a hearing at which the parties could answer the Commission's questions regarding the proposed Stipulation and Agreement. At the request of the Commission, Staff filed a Memorandum explaining its rationale for entering into the Stipulation and Agreement on July 30. On August 6, the Commission issued a notice canceling the hearing on the stipulation and agreement.

In the Stipulation and Agreement, contingent upon the Commission accepting the Stipulation and Agreement, the parties waived their rights to present testimony, to cross-examine witnesses, to present oral argument or briefs, to have the transcript read by the Commission and to judicial review. Also contingent upon the Commission's acceptance of the Stipulation and Agreement, the parties agreed that all of the prefiled testimony submitted by SJLP, Staff, and OPC should be received into evidence without the necessity of the respective witnesses taking the stand. The Commission has the legal authority to accept a stipulation and agreement as offered by the parties as a resolution of issues raised in this case, pursuant to Section 536.060, RSMo Supp. 1998.

The requirement for a hearing is met when the opportunity for hearing has been provided and no proper party has requested the opportunity to present evidence. State ex rel. Rex Deffenderfer Enterprises, Inc. v. Public Service Commission, 776 S.W.2d 494, 496 (Mo. App. 1989). Since no one has requested a hearing in this case, the Commission may grant the relief requested based on the Stipulation and Agreement.

IT IS THEREFORE ORDERED:

1. That the Unanimous Stipulation and Agreement filed on July 16, 1999 by St. Joseph Light & Power Company, the Staff of the Public Service Commission, and the Office of the Public Counsel is hereby approved as a resolution of all issues in these cases (See Attachment 1).

2. That the prefiled testimony and schedules submitted on behalf of St. Joseph Light & Power Company, the Staff of the Public Service

Commission, and the Office of the Public Counsel are received into evidence.

3. That St. Joseph Light & Power is ordered to utilize the depreciation rates as specified in Appendix B of the Unanimous Stipulation and Agreement.

4. That the revised natural gas rate schedules filed by St. Joseph Light & Power on December 1, 1998 are rejected.

5. That St. Joseph Light & Power is authorized to file tariff sheets designed to implement a returned check charge of ten dollars (\$10.00) worded such that it is only a single charge for combined gas and electric customers, and additional sheets reflecting miscellaneous changes and corrections, as shown in Appendix A of the Unanimous Stipulation and Agreement.

6. That this order shall become effective on August 27, 1999.

BY THE COMMISSION



Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge

(S E A L)

Lumpe, Ch., Crumpton, Drainer,
Murray, and Schemenauer, CC.,
concur.

Ruth, Regulatory Law Judge

FILED

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

JUL 16 1999

Missouri Public
Service Commission

In the matter of Revised Natural gas Rate)
Schedules Designed to Increase St. Joseph)
Light & Power Company's Annual Natural)
Gas Revenues by Approximately)
\$499,104 Exclusive of Applicable Fees)
and Taxes.)

Case No. GR-99-246

UNANIMOUS STIPULATION AND AGREEMENT

Come now St. Joseph Light & Power Company ("SJLP"); the Staff of the Missouri Public Service Commission ("Staff"); and the Office of the Public Counsel ("OPC") by and through their respective counsel, and respectfully state as follows:

On December 1, 1998, SJLP submitted to the Commission tariffs reflecting increased rates for natural gas service provided to customers in its Missouri service area. The tariffs were designed to produce an annual increase of \$499,104 in annual natural gas revenues, or approximately 10.46 percent. In an order in Case No. GR-99-246, issued December 24, 1998, the Commission, *inter alia*, suspended those proposed tariffs to November 1, 1999, and set the case for hearing commencing on July 6, 1999. In an order issued June 23, 1999, the Commission allowed the participation without intervention of Friskies Petcare, AG Processing, Inc., and Wire Rope Corporation of America (collectively "the Industrial Customers").

On March 4, 1999, the Commission issued an order in Case No. GR-99-246 establishing a procedural schedule which called for the Staff and OPC to file direct testimony on revenue requirement by May 13, 1999 and on rate design by May 20, 1999. It established a pre-hearing

conference to be held on May 24 through 28, 1999. It set a prepared rebuttal testimony filing date of June 10, 1999, and a prepared surrebuttal testimony filing date of June 22, 1999. The Commission amended the procedural schedule in an order issued June 9, 1999, by requiring a list of issues to be filed by June 17, and statements of position on those issues by the various parties by June 24, 1999.

Prepared direct, rebuttal, and surrebuttal testimony from witnesses of the various parties was filed with the Commission in accordance with the procedural schedule. Representatives of the parties also participated in the pre-hearing conference. The Commission also held a local public hearing in SJLP's service territory.

On June 17, 1999, a combined list of issues, order of witnesses, and order of cross-examination was filed in Case Nos. HR-99-245, GR-99-246, ER-99-247 and EC-98-573. The list identified 34 issues (not counting sub-issues) and showed a schedule which would occupy 8 days of hearings before the Commission. On June 24, 1999, the Staff, OPC, SJLP and Industrial Customers each filed statements of position on the listed issues.

On July 6, 1999, the parties appeared before the Commission for the first day of scheduled hearings and announced that there was a possibility of settlement. While there had been various settlement discussions between various parties over an extended period of time, settlement discussions intensified in mid June. The parties requested that they be given time to determine if a settlement could be reached and the hearings thereby be avoided. On July 7, 1999, the parties represented to the Commission that a settlement in principle had been reached. They asked the Commission to suspend the hearing schedule and represented that a unanimous stipulation and agreement, with sample tariff sheets attached, would be filed with the Commission no later than July 14, 1999.

The parties have reduced their settlement agreements to writing and hereby stipulate and agree as follows:

1. That if the Commission approves this Unanimous Stipulation and Agreement ("Stipulation and Agreement") and the filing by SJLP of tariffs in conformance with the sample tariffs shown in Appendix A hereto, effective for natural gas service rendered on and after October 31, 1999, SJLP shall voluntarily withdraw all of the proposed natural gas tariff sheets it filed on December 1, 1998 which initiated this case, and no change shall thereby be made in the rate schedules currently in effect for natural gas service, except as set forth in paragraph 2.

2. That SJLP shall be authorized to file tariff sheets to implement a returned check charge of ten dollars (\$10.00) worded such that it is only a single charge for combined gas and electric customers, and additional sheets reflecting miscellaneous changes and corrections, all of which are shown in Appendix A. Those changes are as follows: Section 3.01 - clarify the requirement by SJLP to inspect customer piping and gas utilization equipment as a Missouri Public Service Commission requirement. Old Section 4.02 - delete the requirement for a customer-supplied standard stopcock. This is no longer required as SJLP now supplies and maintains the stopcock. With the deletion of old Section 4.02, the remaining sections were renumbered.

3. That attached hereto and marked as Appendix A are sample tariff sheets which appropriately implement said changes in the manner stated.

4. That the revised sample tariff sheets in Appendix A, and the agreement not to change the current natural gas rate schedules, except as set forth in paragraph 2, also reflect other agreements by the parties hereto. Without limiting the generality of the foregoing, these agreements include:

A. That SJLP will record income taxes by calculating tax straight-line depreciation on all assets in SJLP's plant accounts and by flowing through for cost of removal, net of salvage, the total tax deduction less the amount included in tax straight-line depreciation.

B. That SJLP will amortize on its books the ultimate rate case expense for this proceeding over a three (3) year period. It is the position of Public Counsel that this amortization is not proper for ratemaking purposes nor is it consistent with the Uniform System of Accounts and Public Counsel will oppose any attempt by SJLP to recover the rate case expense incurred for this proceeding in any future Commission case. To the extent that SJLP may seek rate recovery or further amortization of any unamortized balance of this expense in a subsequent rate case, any party to that proceeding may oppose such recovery or further amortization. Furthermore, no party to this proceeding shall otherwise be bound by this provision for ratemaking purposes in any subsequent rate case and may take the position in such case that this expense, for ratemaking purposes, should have been amortized or treated differently.

C. That the Commission should order SJLP to utilize the depreciation rates for the accounts specified on Appendix B hereto.

D. That SJLP will amortize pension and OPEB deferred gains and losses over five years, based on the average of such unamortized deferred gain/loss balances for the prior five year period.

E. That SJLP will allocate general and administrative expenses between the electric, gas and steam operations based on a 50/50 weighting of the direct operating and maintenance expenses factor and the allocated plant factor; and it will revise its allocations manual accordingly.

F. That SJLP shall file, on or before July 1, 2000, proposed tariff sheets designed to describe its natural gas service territory in a manner utilizing land sections to the maximum extent practical. To the extent that SJLP is required to obtain one or more certificates of public convenience and necessity to implement such tariffs, SJLP agrees to make such applications.

G. That contingent upon the Commission's approval of this Stipulation and Agreement, SJLP will expressly and voluntarily withdraw the tariff sheets it filed in this case designed to implement a Performance Based Rate Mechanism (PBR), as filed on December 1, 1998, as Sheet Nos. 9.5 through 9.93.

5. This Stipulation and Agreement represents a negotiated settlement for the sole purpose of disposing of all issues in this proceeding. None of the signatories shall be prejudiced or bound in any manner by the terms of this Stipulation and Agreement in this proceeding or in any other proceeding except as expressly specified herein or as required by law.

6. None of the signatories shall be deemed to have approved or acquiesced in any ratemaking principle or any method of cost determination or cost allocation underlying or allegedly underlying this Stipulation and Agreement.

7. This Stipulation and Agreement has resulted from extensive negotiations among the parties and the terms hereof are interdependent. In the event the Commission does not unconditionally approve and adopt this Stipulation and Agreement, in its entirety, and the tariff sheets shown in **Appendix A** do not become effective for service rendered on and after October 31, 1999, this Stipulation and Agreement shall be void and no party shall be bound by any of the agreements or provisions hereof.

8. This Stipulation and Agreement is also dependent upon the Commission's

approval of similar stipulations and agreements being filed simultaneously in Case Nos. ER-99-247, EC-98-573, and in Case No. HR-99-245. In the event the Commission does not also approve and adopt the Stipulations and Agreements in both those cases, and the tariff sheets attached to those Stipulations and Agreements do not become effective for service rendered on and after October 31, 1999, then this Stipulation and Agreement shall be void and no party shall be bound by any of the agreements or provisions hereof.

9. In the event the Commission accepts the specific terms of this Stipulation and Agreement, without conditions and without modifications, the parties waive: their respective rights pursuant to Sections 536.070 and 536.080.1 RSMo. to call and cross-examine witnesses, and to present oral argument and written briefs; their respective rights to the reading of the transcript by the Commission pursuant to Section 536.080.2 RSMo.; and their respective rights to judicial review pursuant to Section 386.510 RSMo.

10. In the event the Commission accepts the specific terms of this Stipulation and Agreement, the parties agree that all of the prefiled testimony submitted by SJLP, Staff, and OPC, (i.e., what has been marked respectively as Exhibits 1G through 26G inclusive; 100G through 131G, inclusive; and 200G through 206G, inclusive) shall be received into evidence without the necessity of the respective witnesses taking the stand.

11. If requested by 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 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 pursuant to this paragraph 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.

12. 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, provide the 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.

13. 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 related to the matters addressed in this Stipulation and Agreement, including any procedures for furnishing such information to the Commission.

14. The Staff shall have the right to file suggestions or prepared testimony in support of this Stipulation and Agreement, and the other parties shall have the right to file responsive suggestions or prepared testimony.

15. Because this Stipulation and Agreement reflects a compromise of disputed claims,

it shall not be cited as precedent or referred to in testimony as an assertion of the particular position of any party in any subsequent or pending judicial or administrative proceeding, except that this shall not be construed to prohibit reference to its existence in future proceedings, including proceedings to enforce compliance with its terms.

16. If the Commission does not unconditionally approve this Stipulation and Agreement without modification, and notwithstanding its provision that it shall become void thereon, neither this Stipulation and Agreement, nor any matters associated with its consideration by the Commission, shall be considered or argued to be a waiver of the rights that any party has to a hearing on the issues presented by the Stipulation and Agreement, for cross-examination, or for a decision in accordance with Section 536.080.1 RSMo or Art. V, § 18 Mo. Const., and the parties shall retain all procedural and due process rights as fully as though this Stipulation and Agreement had not been presented for approval, and any testimony or exhibits that may have been offered or received in support of or in opposition to this Stipulation and Agreement shall thereupon become privileged as reflecting the substantive content of settlement discussions and shall be stricken from and not be considered as part of the administrative or evidentiary record before the Commission for any further purpose whatsoever.

WHEREFORE, for the foregoing reasons, the undersigned parties respectfully request that the Commission issue its order approving this Stipulation and Agreement as a complete resolution of all issues in this case, order SJLP to utilize the depreciation rates as specified herein, and authorize the filing of tariff sheets in conformance with those shown in Appendix A to implement the Stipulation and Agreement.

Respectfully submitted,

William K. Haas by GWD

William K. Haas MBE 28701
Thomas R. Schwarz, Jr. MBE 29645
Dennis L. Frey MBE 44697
David J. Stueven MBE 51274
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102-0360
(573) 751-7510 voice
(573) 751-9285 facsimile

Attorneys for the Staff of the
Missouri Public Service Commission

Gary W. Duffy

James C. Swearngen MBE 21510
Gary W. Duffy MBE 24905
Dean L. Cooper MBE 36592
Brydon, Swearngen & England P.C.
312 East Capitol Avenue
P.O. Box 456
Jefferson City, Missouri 65102-0456
(573) 635-7166 voice
(573) 635-3847 facsimile
Attorneys for
St. Joseph Light & Power Company

John B. Coffman by GWD

John B. Coffman MBE 36591
Deputy Public Counsel
Douglas E. Micheel MBE 38371
Senior Public Counsel
Office of the Public Counsel
P.O. Box 7800
Jefferson City, Missouri 65102
(573) 751-5560 voice
(573) 751-5562 facsimile

Attorneys for the Office of the
Public Counsel

Certificate of service

The undersigned certifies that a true and correct copy of the foregoing was either hand-delivered or mailed to all counsel of record this 16th day of July, 1999.

Gary W. Duffy
Gary W. Duffy

sj99gasstip3/gdmydoxwp8

P.S.C. MO. No. 4 - Gas

2nd Revised Sheet No.	R-1	Cancelling	1st Revised Sheet No.	R-1
3rd Revised Sheet No.	R-2	Cancelling	2nd Revised Sheet No.	R-2
2nd Revised Sheet No.	R-6	Cancelling	1st Revised Sheet No.	R-6
2nd Revised Sheet No.	R-10	Cancelling	1st Revised Sheet No.	R-10
2nd Revised Sheet No.	R-11	Cancelling	1st Revised Sheet No.	R-11
2nd Revised Sheet No.	R-12	Cancelling	1st Revised Sheet No.	R-12
2nd Revised Sheet No.	R-13	Cancelling	1st Revised Sheet No.	R-13
3rd Revised Sheet No.	R-29	Cancelling	2nd Revised Sheet No.	R-29

P.S.C. MO. No. 4 2nd ~~Original~~ Sheet No. R-1
 Revised
 Cancelling P.S.C. MO. No. 4 1st ~~Original~~ Sheet No. R-1
 Revised
St. Joseph Light & Power For All Territory Served
 Name of Issuing Corporation Community, Town or City

RULES AND REGULATIONS Natural Gas Service		
<u>Rules & Regulations</u>	<u>Sheet No.</u>	
1	DEFINITIONS	R-3 - R-4
2	REQUESTING SERVICE	
	2.01 Receipt of Service	R-5
	2.02 Contract Period	R-5
3	CUSTOMER'S SERVICE	
	3.01 Customer's Piping & Appliances	R-6
	3.02 Right-of-Way	R-6 - R-7
	3.03 Line Extensions	R-7 - R-9
	3.04 Additional Facilities	R-9
4	MEASURING SERVICE	
	4.01 Meter Installation	R-10
	4.02 Meter Measurement	R-10
	4.03 Meter Failure or Error	R-11 - R-12
	4.04 Customer Billed Under Wrong Schedule	R-12
	4.05 Estimated Readings	R-13
	4.06 Sub-metering and Resale of Energy	R-13
5	PAYING FOR SERVICE	
	5.01 Residential Security Deposit Requirements	R-14 - R-16.1
	5.02 Non-Residential Security Deposit Requirements	R-17 - R-18
	5.03 Billing of License, Occupation, Franchise or Other Similar Charges or Taxes	R-18 - R-19
	5.04 Late Payment Charge	R-19
	5.05 Average Payment Plan	R-19
	5.06 Non-Payment	R-20
	5.07 Billing Adjustments	R-20 - R-21
	5.08 Settlement Agreements	R-21 - R-22
	5.09 Disconnection of Service	R-22 - R-22.2
	5.10 Charge for Reconnecting	R-22.2-R-23
	5.11 Lighting of Pilot Lights	R-23
	5.12 Cold Weather Rule	R-23 - R-29

*Indicates new rate or text
 +Indicates change

(Continued)

DATE OF ISSUE _____ DATE EFFECTIVE _____
 month day year month day year
 ISSUED BY Terry F. Steinbecker President St. Joseph, Missouri
 name of officer title address

P.S.C. MO. No. 4 3rd ~~Original~~ Sheet No. R-2
~~Revised~~
 Cancelling P.S.C. MO. No. 4 2nd ~~Original~~ Sheet No. R-2
~~Revised~~
St. Joseph Light & Power For All Territory Served
Name of Issuing Corporation Community, Town or City

RULES AND REGULATIONS Natural Gas Service		
<u>Rules & Regulations</u> (Continued)		<u>Sheet No.</u>
5	PAYING FOR SERVICE	
	5.13 Returned Checks or Drafts	R-29
	5.14 Curtailment of Service	R-29
6	SAFETY	
	6.01 Customer Equipment	R-30
	6.02 Ownership and Maintenance of Service	R-30
	6.03 Venting of Appliances	R-30
	6.04 Load Limitations	R-30
	6.05 Continuity of Service	R-31
	6.06 Unauthorized Interference, Diversion of Use	R-31 - R-32
	6.07 Access for Company's Representatives	R-33
	6.08 Opening of Service Lines	R-33
	6.09 Indemnity to Company	R-33
	6.10 Excess Flow Valves	R-33.1
7	PROMOTIONAL PRACTICES	R-34 - R-35

*Indicates new rate or text
 +Indicates change

(Continued)

DATE OF ISSUE _____ DATE EFFECTIVE _____
month day year month day year
 ISSUED BY Terry F. Steinbecker President St. Joseph, Missouri
name of officer title address

RULES AND REGULATIONS Natural Gas Service	
<p>3. <u>CUSTOMER'S SERVICE</u></p> <p>3.01 <u>Customer's Piping & Appliances</u></p> <p>The piping and connections owned by the customer or on the customer's premises, excluding the customer's service line, shall be of sufficient size to afford adequate service. The piping and connections shall be maintained in safe, efficient, and proper operating conditions by the customer and at the expense of the customer. The Company recognizes the National Fuel Gas Code as the industry safety standard for customer piping and equipment.</p> <p>+ The Company is required by the Missouri Public Service Commission to inspect all customer piping and gas utilization equipment. The Company may refuse service until the foregoing provision has been satisfactorily complied with. The Company shall also have the right to discontinue service if this provision is not complied with at all times.</p> <p>The piping owned by the customer shall be designed and installed so that the loss of pressure from the point of delivery into the customer's piping to any gas burning appliance shall not be greater than one-half (1/2) inch water column when all of the appliances of the customer are operating simultaneously at maximum capacity. The Company reserves the right to discontinue or refuse service to any customer where this rule is not complied with.</p> <p>The Company, will, upon application, recommend the proper pipe size for all natural gas requirements.</p> <p>3.02 <u>Right-of-Way</u></p> <p>In order for the Company to provide service to the Customer, Company-owned facilities may be installed on the Customer's property. The Customer shall provide, at no charge or rental, an acceptable right-of-way that is clear of obstructions and graded within six inches of the final grade. Such clearance and grading must be maintained by the Customer at all times. By requesting service, the Customer grants the right of ingress and egress, and permission for all appurtenances for the installation, operation, maintenance and replacement of Company equipment for as long as the Customer requires service from the Company. The Company will restore the surface</p>	<p>(Continued)</p>

*Indicates new rate or text
 +Indicates change

DATE OF ISSUE _____ DATE EFFECTIVE _____
 ISSUED BY Terry F. Steinbecker President St. Joseph, Missouri
 name of officer title address

P.S.C. MO. No. 4 2nd Original Sheet No. R-10
 Revised
 Cancelling P.S.C. MO. No. 4 1st Original Sheet No. R-10
 Revised
St. Joseph Light & Power For All Territory Served
 Name of Issuing Corporation Community, Town or City

RULES AND REGULATIONS
 Natural Gas Service

4. MEASURING SERVICE

4.01 Meter Installation

The Company shall install and maintain, at its own expense, suitable regulating and metering equipment. The customer shall provide a suitable meter location, outside the building, as near as possible to the point where the service pipe will enter the building, in a clean, safe place, and so placed that the meter is at all times easily accessible for reading, inspecting, and testing. The location of the meter shall comply with applicable state and local safety codes and with the Company's Construction Standards. Such meter location is to be approved by the Company. In buildings where individual meters are required to meter separate rooms or groups of rooms, the building piping shall be so installed and arranged that all meters may be located at a central point, and each meter shall be clearly marked to indicate the particular service metered by it.

+
 + 4.02 Meter Measurement

Service at each point of delivery shall normally be measured by a single meter for each customer served. When two or more meters are used by the same customer in the same general geographic location, the consumptions may be combined, for billing purposes, by mutual agreement.

All facilities required, excluding facilities for the first or main connection, shall be subject to the charges specified under "Additional Facilities."

*Indicates new rate or text
 +Indicates change

(Continued)

DATE OF ISSUE _____ DATE EFFECTIVE _____
 month day year month day year
 ISSUED BY Terry F. Steinbecker President St. Joseph, Missouri
 name of officer title address

P.S.C. MO. No. 4 2nd Original Sheet No. R-11
 Revised
 Cancelling P.S.C. MO. No. 4 1st Original Sheet No. R-11
 Revised
St. Joseph Light & Power For All Territory Served
 Name of Issuing Corporation Community, Town or City

RULES AND REGULATIONS Natural Gas Service	
+ 4.03 <u>Meter Failure or Error</u>	<p>Whenever any gas meter is tested by the Company, or any regulatory body having jurisdiction, at the request of the customer to determine the accuracy with which it has been registering, it may be considered as correct if found to have an average error of not more than two (2) per cent and no adjustment of charges shall be made unless the error therein is greater than such per cent. The Company shall at any time when requested in writing by a customer, upon reasonable notice, test the accuracy of the meter in use by him; provided that the customer will agree to accept the result of the test made by the Company as determining the basis for settling the difference revealed.</p> <p>If such a test is requested by a customer within a period of one year after the date of installation or last previous test of said meter, the customer may be required by the Company to make a deposit to cover the actual cost of the test.</p> <p>The amount so deposited with the Company shall be refunded or credited to the customer as a part of the settlement of the disputed account if the meter is found, when tested, to have an average error of more than two (2) per cent fast. If on test of any meter at the request of a customer, it be found to have an average error of more than two (2) percent fast, the Company shall refund to the customer the over-charge based upon the corrected meter reading for the period in which the meter was in use, but limited to the time periods as described in section 5.07 <u>Billing Adjustments</u>.</p> <p>If on test of any gas meter made at the request of a customer, it be found to have an average error of more than two (2) per cent slow, the Company may render a bill for the gas consumed but not covered by bills previously rendered for the period in which the meter was in use, but limited to the time periods as described in section 5.07 <u>Billing Adjustments</u>.</p>
*Indicates new rate or text +Indicates change	(Continued)

DATE OF ISSUE _____ DATE EFFECTIVE _____
month day year month day year
 ISSUED BY Terry F. Steinbecker President St. Joseph, Missouri
name of officer title address

P.S.C. MO. No. 4 2nd Original Sheet No. R-12
 Revised
 Cancelling P.S.C. MO. No. 4 1st Original Sheet No. R-12
 Revised
St. Joseph Light & Power For All Territory Served
 Name of Issuing Corporation Community, Town or City

RULES AND REGULATIONS
 Natural Gas Service

+ 4.03 Meter Failure or Error (Continued)

If the meter is found not to register for any period, the Company may estimate the charge for the gas used by averaging the amount registered over similar periods preceding or subsequent thereto or over corresponding periods in previous years, or an arbitrary amount may be agreed upon by the Company and the customer. The charge is limited to the time periods as described in section 5.07 Billing Adjustments.

+ 4.04 Customer Billed Under Wrong Schedule

When it is found that a Customer has been billed on a service schedule for which the Customer does not qualify, the Company will place the Customer on the appropriate service schedule.

If the reason for the Customer being billed on the inappropriate service schedule is the fault of the Company and changing the Customer to the appropriate service schedule results in a savings to the Customer, the Company shall adjust the billing for the period such condition existed, but limited to the time periods as described in section 5.07 Billing Adjustments.

If the reason for the Customer being billed on the inappropriate service schedule is the fault of the customer and changing the customer to the appropriate service schedule results in a charge to the customer, the Company shall adjust the billing for the period such condition existed, but limited to the time periods as described in section 5.07 Billing Adjustments.

*Indicates new rate or text
 +Indicates change

(Continued)

DATE OF ISSUE _____ DATE EFFECTIVE _____
 month day year month day year
 ISSUED BY Terry F. Steinbecker President St. Joseph, Missouri
 name of officer title address

P.S.C. MO. No. 4 2nd Original Sheet No. R-13
 Revised
 Cancelling P.S.C. MO. No. 4 1st Original Sheet No. R-13
 Revised
St. Joseph Light & Power For All Territory Served
 Name of Issuing Corporation Community, Town or City

RULES AND REGULATIONS
 Natural Gas Service

+ 4.05 Estimated Readings

The Company shall normally render a bill for each monthly billing period, computed on the usage obtained from a monthly meter reading and the applicable tariff.

Should the Company be unable to obtain the meter reading of a residential Customer in a billing period, the consumption shall be estimated at the previous year's use for the corresponding month or the previous month's use, if such reading is an actual reading for that month and include other factors such as weather and customer history. If neither is available, the Company will consider other factors including seasonal changes in usage and information from personal contact with the customer in determining an estimated consumption for that Customer. All estimated consumption will be billed in accordance with 4 CSR 240-13.020, 'Billing and Payment Standards'. The estimate shall be adjusted in the first succeeding month for which an actual reading is obtained.

Should the Company be unable to read the meter of a non-residential Customer in the billing period, the consumption shall be estimated by the Company based on all the related and available information.

+ 4.06 Sub-metering and Resale of Energy

The gas and service supplied to a customer are for the sole use of said customer, as stated in the application, and shall not be furnished or sold to any other firm, corporation or person, and no other firm, corporation or person shall be permitted to use the same without the written consent of the Company.

*Indicates new rate or text
 +Indicates change

(Continued)

DATE OF ISSUE _____ DATE EFFECTIVE _____
 month day year month day year
 ISSUED BY Terry F. Steinbecker President St. Joseph, Missouri
 name of officer title address

RULES AND REGULATIONS
 Natural Gas Service

5.12 Cold Weather Rule (Continued)

3. Initial Payments

- a. For a customer who has not defaulted on a payment plan under the cold weather rule, the initial payment shall be the amount of the monthly payment calculated in subsection G.2. of this rule.
- b. For a customer who has defaulted on a payment plan under the cold weather rule, the initial payment shall be an amount equal to the total of the delinquent installments, unless the Company and customer agree to a lesser amount.

H. Refusal of Service

If the Company refuses to provide service pursuant to this rule and the reason for refusal of service involves unauthorized interference, diversion or use of the Company's service situated or delivered on or about the customer's premises, the Company shall maintain records concerning the refusal of service which at a minimum shall include; the name and address of the person denied reconnection, the names of all company personnel involved in any part of the determination that refusal of service was appropriate, the facts surrounding the reason for the refusal and any other relevant information.

* 5.13 Returned Checks or Drafts

If a Customer tenders to the Company a check, draft, or a payment order in payment for service billed which is ultimately dishonored for reasons other than bank error, the Customer shall pay to the Company the amount of ten dollars (\$10.00) to cover the cost of processing the returned check, draft, or payment order plus the amount owed for service plus any late payment fee which may result. If the returned check, draft, or payment order is for payment for both gas and electric service, only one fee of ten dollars (\$10.00) will be collected by the Company.

5.14 Curtailement of Service

The Company may curtail service where necessary to assure minimal adverse affects to the service of existing residential and small commercial customers.

*Indicates new rate or text
 +Indicates change

(Continued)

DATE OF ISSUE _____ DATE EFFECTIVE _____
 month day year month day year
 ISSUED BY Terry F. Steinbecker President St. Joseph, Missouri
 name of officer title address

APPENDIX B - DEPRECIATION RATES:

NATURAL GAS

<u>Account No.</u>	<u>Account</u>	<u>New Depreciation Rate</u>
375	Structures	2.00
376	Mains	1.31
378	Measuring & Reg. Equip.	3.69
379	Pmp & Reg. Equip.	2.18
380	Services	3.54
381	Meters	3.07
382	Meter installation	Merge to 381
383	House regulators	2.44
384	House reg. installation	Merge to 383
385	Indust. Measuring Eq.	3.85
387	Other Eq.	10.92
394	Tools, Shop & Garage	2.48
395	Laboratory Eq.	4.55
396	Power Op. Eq.	8.00
398	Misc. Eq.	3.73

SJLP is to combine the Maryville Division's original plant records with Missouri Valley Natural Gas (MVNG) Division's plant records for depreciation purposes for accounts 376, 378, 380, 381, 382, 383, 384, 385, 387, and 394 and merge those MVNG accounts into the SJLP account. The amounts in Transmission accounts 376 and 378 are to be merged into the Distribution plant accounts 376 and 378, respectively.

RECEIVED

AUG 18 1999

**COMMISSION COUNSEL
PUBLIC SERVICE COMMISSION**