

FILED

JUN 4 2001

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI

Missouri Public  
Service Commission

In the matter of Missouri Gas Ener- )  
gy of Kansas City, Missouri re- )  
quested authority to file a tariff )  
reflecting a change in rates for )  
its Missouri customers )

Case No. GR-2001-292

MIDWEST GAS USERS' ASSOCIATION  
RESPONSE TO STIPULATION AND AGREEMENT  
FILED ON MAY 29, 2001

COMES NOW Midwest Gas Users' Association (Midwest) and  
in response to the document entitled "Stipulation and Agreement"  
filed herein on May 29, 2001 by selected parties, states:

1. A Stipulation and Agreement (S&A) was filed by  
Staff, Public Counsel and Missouri Gas Energy (MGE) on May 29,  
2001. Midwest did not join in this S&A.

2. The Commission's attention is respectfully drawn  
to the exculpatory language that the signatory parties have  
included, specifically paragraph 2 of the S&A, and the paragraph  
that begins on page 3 of the S&A. This language states that the  
signatory parties do not intend their proposed resolution of the  
specified issues for overall revenue requirement purposes to  
control or affect other issues of how these amounts are to be  
allocated among the company's revenue classes or to foreclose  
cross-examination as to those cost allocation issues. Those  
issues still remain in this proceeding, are not resolved or  
submitted for resolution by this S&A, and no proposed resolution

of these issues was submitted to the Commission on May 29, 2001 or on any earlier date.

3. Midwest specifically requested inclusion of this language because we are concerned that there are numerous class cost allocation issues that are and may be involved in the development of and cross-examination regarding the listed issues for class cost allocation purposes. It is our explicit understanding that Commission acceptance of this S&A operates to reserve Midwest's position and rights regarding these issues and does not eliminate these matters as issues for class cost allocation purposes or affect any party's rights on those issues.

4. In Case No. GR-98-140, the Commission appeared to have misapprehended language that was thought sufficient at the time to reserve similar issues for decision in that case. Instead the Commission incorrectly assumed that a settlement in that case resolved these issues for all purposes in that case. ***That was not true in GR-98-140 and it is not the case in this proceeding.***

5. ***In explicit reliance*** upon the exculpatory language that reserves Midwest's (and others') rights and position on these issues, the statements herein contained, and conditioned upon the Commission's acceptance of that reservation of these issues, Midwest does ***NOT*** object to the S&A and does ***NOT*** request a hearing under 4 CSR 240-2.115. Upon that understanding and reliance, Midwest further will not object to the Commission's

treatment of this S&A as "unanimous" under the provisions of 4  
CSR 240-2.115(1).

Respectfully submitted,

FINNEGAN, CONRAD & PETERSON, L.P.C.

A large, stylized handwritten signature in black ink, likely belonging to Stuart W. Conrad, is written over the printed name and firm name.

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ATTORNEYS FOR MIDWEST GAS USERS'  
ASSOCIATION

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have this day served the foregoing pleading by hand, by electronic or prepaid overnight delivery to all parties by their attorneys of record as disclosed by the pleadings and orders herein.

A handwritten signature in black ink, appearing to read 'Stuart W. Conrad', written over a horizontal line.

Stuart W. Conrad

Dated: June 4, 2001