

LACLEDE GAS COMPANY
720 OLIVE STREET
ST. LOUIS, MISSOURI 63101

AREA CODE 314
342-0532

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September 13, 1999

Mr. Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
Harry S Truman Building
301 W. High Street, 5th Floor
Jefferson City, MO 65101

Re: Case No. GR-99-315

FILED²
SEP 17 1999
Missouri Public
Service Commission

Dear Mr. Roberts:

On September 3, 1999, Laclede Gas Company, the Staff of the Missouri Public Service Commission, the Office of the Public Counsel, the Missouri Industrial Energy Consumers, Union Electric Company d/b/a AmerenUE and the Missouri Energy Group (hereinafter the "Signatories") executed and filed in the above-referenced case a First Amended Partial Stipulation and Agreement ("Stipulation"). Paragraph 12 of that Stipulation provided for the filing of certain additional information by the parties relating to the rate design, class cost of service and related tariff issues addressed therein.

To that end, I have enclosed for filing on behalf of the Signatories the following information:

- a) Specimen tariff sheets implementing the Company's transportation tariff changes concerning excess receipts as set forth in Attachment 2, paragraph II.2. of the Stipulation, with revisions underlined.
- b) Exact calculations of the amount of any rate increase which will be allocated to the first block of the Residential General Service rate schedule, and the increase to be made to the rates of the Commercial and Industrial General Service rate schedule before any rate increase, which were approximated in Attachment 2, paragraphs I.A.1.b) and I.A.2.a), respectively;
- c) A specimen tariff sheet implementing the \$54.00

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reconnection charge set forth in Attachment 2,
paragraph II.4., with revisions underlined; and

- d) Billing determinants in compliance with paragraph
II.5. of Attachment 2 to the Stipulation.

Please note that these copies of a facsimile transmission
are being filed pursuant to 4 CSR 240-2.080(3). In
accordance with that rule, the original of this filing and
letter are being sent to the Commission by next-day mail.

Thank you for your bringing these additional materials to
the attention of the Commission.

Sincerely,


Michael C. Pendergast

MCP:jaa

LARGE VOLUME TRANSPORTATION AND SALES SERVICE

A. AVAILABILITY:

1. Gas transportation service and supplementary gas sales service pursuant to this tariff is available to any customer contracting for separately metered gas service for a minimum term of one year with a Billing Demand equal to, or greater than, 1,500 therms and an annual usage equal to, or greater than, 300,000 therms, except as provided in paragraph A.2 below, and for whom gas can be transported to the Company pursuant to the State of Missouri or federally authorized transportation arrangements. Any Customer receiving transportation service under this tariff shall purchase its own gas for delivery to the Company at a Receipt Point acceptable to the Company. In addition, such Customer shall obtain and maintain a dedicated phone line or provide access for other suitable communication equipment to be made available by Company or Customer upon mutual agreement for connection to the telemetering equipment supplied by the Company.
2. For purposes of applying the monthly balancing provisions of Section D.4.3. below and the charge for gas used in excess of the Customer's Daily Scheduled Quantities ("DSQ") as described in Section B.1. below, any end-user, which owns or controls the facilities where separately metered gas service is or will be provided under this tariff for the same class of transportation service as such class is defined in Section B below, may aggregate the receipts and deliveries related to such facilities, provided that at least one facility meets the eligibility requirements set forth in Paragraph 1 above and each other facility is covered by a separate transportation contract with a Billing Demand equal to, or greater than, 1,000 therms and an annual usage equal to, or greater than, 200,000 therms. Transportation service shall only be provided to facilities with a Billing Demand between 1,000 and 1,500 therms and an annual usage between 200,000 and 300,000 therms when the receipts and deliveries of such facilities are aggregated with the receipts and deliveries of other facilities as provided by this paragraph.
3. Transportation service under this tariff will be made available to eligible customers upon request when the Company has sufficient distribution system capacity. If the Company determines that it does not have sufficient distribution system capacity to provide the requested service, it will provide to the customer requesting transportation service a written explanation of its distribution system capacity determination and a preliminary indication of the necessary changes to facilities, the approximate cost and the time required to provide such requested transportation service.

B. CHARACTER OF SERVICE (Continued)

- 5. Authorized Overrun Provision - When requested by the Customer, and authorized by the Company in its sole discretion, the Customer's DSQ on any day may be increased to a level not to exceed 110% of the currently effective billing demand, without causing an increase in such billing demand.

- 6. Period of Excess Receipts - Effective at the beginning of any day, as such term is defined in Paragraph 1.1 of Section D hereof, and with the same notice requirements as in B.1. above, any Customer may be ordered to limit its DSQ to 115% of the deliveries made to such Customer. However, any such limitation shall not exceed a total of eight days in any thirty-day rolling period. When such limitation order is in effect, the Company will purchase from such Customer any excess receipts at 75% of the lesser of the first of the month index or the daily index published in the Gas Daily for MRT west leg deliveries. Such purchases by the Company shall be used to satisfy the Company's system supply requirements. When possible, prior to the notification described above, the Company shall provide advance notice to Customers on a best-efforts basis of an imminent Period of Excess Receipts that may be under consideration by the Company.

C. RATES

The monthly charge per each separately metered location shall consist of the charges set forth below:

- Customer Charge - per month
- Reservation Charge - per billing demand therm
- Transportation Charge - per therm transported *
 - For the first 36,000 therms transported per month.....
 - For all therms transported in excess of 36,000 therms.....
- Commodity Charge - per therm sold *
 - For the first 36,000 therms sold per month.....
 - For all therms sold in excess of 36,000 therms.....
- Storage Charge - per therm for any full or partial month.....
- Authorized Overrun Charge - per therm transported.....

2. RULES AND REGULATIONS

Transportation service shall be furnished under this tariff and unless stated otherwise in this tariff, such service shall be subject to the Company's Tariff Rules and Regulations.

3. BILLING

3.1 The Company will render bills monthly for the transportation and sales service furnished during the previous monthly period, and such billing shall become due 15 days after the date of the invoice. Should the Customer fail to pay the amount of any such billing by the due date, an additional charge of 2% of such bill shall be owed. If such failure shall continue for fifteen (15) days after such payment is due, then the Company, in addition to any other remedy it may have, may suspend further receipt and/or delivery of gas to such Customer until all overdue billing amounts are paid.

3.2 The Customer agrees to reimburse the Company for all taxes and other fees levied in connection with the transportation service which the Company is obligated to pay to any governmental, municipal or taxing authority.

4. CONDITIONS OF RECEIPT AND DELIVERY

4.1 The Customer will provide for the delivery of quantities of gas to be transported to a Receipt Point on the Company's system selected by the Company and the Company shall deliver to the Customer at the appropriate Delivery Point like quantities of gas. Gas transported hereunder shall be delivered to the Company in the State of Missouri, shall be used exclusively by the Customer in the State of Missouri and shall not be resold by the Customer.

4.2 The Customer and the Company shall establish by mutual agreement the date on which the receipt and delivery of gas hereunder shall commence.

4.3 Monthly Balancing. Monthly transportation gas receipts and deliveries shall be maintained in balance by the Customer to the maximum extent practicable. Despite the best efforts of the Customer to keep such receipts and deliveries in balance, any imbalance which does occur shall be subject to the terms and conditions of this Section.

- (a) Monthly Balancing of Over-Delivery to Customer: During any month when the quantity of gas delivered to the Customer is greater than the quantity of gas received by the Company on behalf of the Customer, the Company will sell to the Customer the quantity of gas required so that any such over-delivery imbalance at the end of the month is not greater than five (5) percent of the actual quantity of gas received by the Company during such month on behalf of the Customer.
- (b) Monthly Balancing of Under-Delivery to Customer: During any month when the quantity of gas delivered to the Customer is less than the quantity of gas received by the Company on behalf of the Customer, the storage charge, as set forth above, shall be applicable to any such under-delivery imbalance which is in excess of five (5) percent of the actual quantity of gas received by the Company during such month.
- (c) Excessive Over-Delivery and Under-Delivery: Notwithstanding the foregoing, whenever, in the sole judgement of the Company, the quantity of gas received by the Company on behalf of the Customer has resulted in excessive over-delivery or under-delivery of gas, the Company will notify the Customer, by telephone, facsimile or electronic messaging, of such excessive over-delivery or under-delivery. Upon receipt of such notice, the Customer will immediately take whatever steps are necessary to eliminate such excessive over-delivery or under-delivery. If the Customer fails to eliminate such excessive over-delivery or under-delivery, the Company may, at its sole option: (1) modify such Customer's DSQ to an appropriate level to eliminate excessive imbalances; or (2) terminate the Contract. The Company reserves the right to reject increased DSQs by an affiliate or marketer representing the Customer, which increase in the Company's judgment is intended to offset the reduced DSQ. Notwithstanding the foregoing reduction, such reduction shall remain in effect until a DSQ change is submitted by the Customer and accepted by the Company.

- (d) Final Balancing: If an over-delivery imbalance exists at the expiration or termination of a contract, the Company will sell to the Customer the quantity of gas necessary to eliminate such imbalance. Any final under-delivery imbalance shall be resolved by the mutual agreement of the Company and the Customer.

4.4 Sequence of Deliveries. Unless agreed otherwise between the Company and the Customer, gas delivered to the Customer by the Company shall be deemed to be delivered or accounted for to the Customer in the following sequence:

- (a) Any gas which is used to eliminate or reduce any imbalance incurred by the Customer.
- (b) All current DSQ;
- (c) Gas sold by the Company to the customer in the current billing period.

4.5 Before the Customer commences, or causes to be commenced, the delivery of any gas to the Company for transport, such Customer shall furnish to the Company adequate information which demonstrates to the Company's satisfaction that the gas supplies the Customer will purchase, and the third party transportation to be provided such supplies, will conform to the delivery specifications of the Company and of the Transporter's tariff, and that such supplies are reasonably reliable for the purpose of meeting the Customer's DSQ requirements.

4.6 The determination of system capacity limitations shall be in the sole discretion of the Company, which discretion will be exercised reasonably. If capacity limitations restrict the quantities of gas which the Customer desires to be transported, the Customer may request the Company to make reasonable enlargements and/or modifications in its existing facilities, which request(s) the Company shall not unreasonably refuse, provided that the actual cost (including indirect costs) of such system enlargements and/or modifications are paid by the Customer. Title to such enlarged and/or modified facilities shall be, and remain, in the Company free and clear of any lien or equity interest by the Customer, or any other person or party. Nothing herein contained shall be construed as obligating the Company to construct any extensions or modify its facilities.

5. SCHEDULING

5.1 Schedules of the Customer's DSQ must be received by the Company by the times provided herein, and may be changed prospectively pursuant to this tariff. All such schedules and changes thereto shall specify gas quantities by Receipt and Delivery Point(s). The Company may refuse to receive or deliver any gas not timely and properly scheduled, and the Customer indemnifies and holds the Company harmless from any liability whatsoever to the Company for or related to such refusal.

5.2 By at least 10:00 a.m. on the second work day prior to the first day of each month, the Customer or its designee shall furnish to the Company a schedule, showing the DSQ of gas the customer desires the Company to receive and transport for each day during such month. Any change in the Customer's DSQ schedule shall only pertain to the remaining days in the then current month, and the Customer shall notify the Company by 10:00 a.m. on the day preceding the effective day of any such DSQ schedule change, or at a later time if agreed to by the Company, provided that any such notice shall be subject to modification by the Company in the event such modification is required by operational considerations. During a Period of Excess Receipts, as defined in Section B.6. of this rate schedule, such notice may be made by the Customer on a weekend or holiday provided that the DSQ change is a decrease and can be confirmed by the Company with the appropriate intra-state or interstate pipelines subsequent to such weekend or holiday. All DSQ changes shall be kept to a minimum, as permitted by operating conditions, and the Customer and the Company shall cooperate diligently to this end. The Company and the Customer shall inform each other of any other changes of receipts or deliveries immediately. Telephonic notice is acceptable for such DSQ scheduling changes; provided, such notices are followed within twenty-four (24) hours by written notice, except for notices made on weekends or holidays as provided above, in which case, the written notice made subsequent to the telephonic notice must be received by the Company by 10:00 a.m. on the first work day following such weekend or holiday.

**Terms of Settlement Relating to
Class Cost of Service and Rate Design/Tariff Issues**

Paragraph I.A.1.b)

Allocate the first \$2,777,000 of the Residential portion of any rate increase to the first block of the Commodity charge, in order to produce a 1.0¢ increase in the differential between the first block and the second block rates. Any additional increase will be derived exclusively from increases in the commodity charges and will be applied to both the first and second blocks on an equal percentage basis.

Paragraph I.A.2.a)

Increase rates by \$587,000 in non-gas revenues before any rate increase.

RECONNECTION CHARGES

Charges for reconnection of service as described in Rule No. 15 of this tariff, shall be as follows:

- (A) Residential customer. \$54.00
- (B) Commercial or industrial customer, the greater of:
 - (1) The applicable charge set out in (A) above; or
 - (2) A charge that is equal to the actual labor and material costs that are incurred to complete the disconnection and the reconnection of service.
- (C) Residential, commercial, or industrial customer whose service pipe was disconnected and/or whose meter was removed by reason of fraudulent use or tampering, the greater of:
 - (1) The applicable charge set out in (A) or (B) above; or
 - (2) A charge that is equal to the actual labor and material costs that are incurred in the removal of the meter or disconnection of the service pipe and the reinstallation of the meter or the reconnection of the service pipe.

METER READING NON-ACCESS CHARGE

The charge for non-access as described in Rule No. 22 of this tariff, shall be as follows:

- Charge For Non-Access. \$10.00

LACLEDE GAS COMPANY

BILLING DETERMINANTS
WITHOUT TRUE-UP

	No. of Bills	Demand Thms	1st Blk Thms	2nd Blk Thms	Total Thrms
<u>General Service</u>					
Residential - Nov-Apr	3,530,377		213,694,757	264,462,850	478,157,607
Residential - May-Oct	3,499,428		90,303,323	7,920,534	98,223,857
C & I - Nov-Apr	234,450		19,934,923	160,298,396	180,233,319
C & I - May-Oct	230,441		8,507,203	32,011,568	40,518,771
S/T	7,494,696		332,440,206	464,693,348	797,133,554
<u>Air Conditioning</u>					
Residential - Nov-Apr	2,677		166,838	272,429	439,267
Residential - May-Oct	2,622		121,059	181,274	302,333
C & I - Nov-Apr	314		28,272	1,497,370	1,525,642
C & I - May-Oct	320		26,475	2,104,899	2,131,374
S/T	5,933		342,644	4,055,972	4,398,616
<u>Large Volume</u>					
C & I	1,588	2,559,672	27,991,438	3,962,781	31,954,219
S/T	1,588	2,559,672	27,991,438	3,962,781	31,954,219
<u>Interruptible</u>					
C & I	169		5,512,715	674,499	6,187,214
S/T	169		5,512,715	674,499	6,187,214
<u>General LP Gas</u>					
Residential	2,438				130,766
C & I	12				450
S/T	2,449				131,216
<u>Unmetered Gas Light</u>					
Vehicular Fuel	58		128,432	5,812	134,244
Transportation				563,087	563,087
<u>Firm</u>					
C & I	732	4,649,560	21,360,530	49,365,563	70,726,092
S/T	732	4,649,560	21,360,530	49,365,563	70,726,092
<u>Basic</u>					
C & I	1,104	7,042,760	35,015,516	88,691,093	123,706,609
S/T	1,104	7,042,760	35,015,516	88,691,094	123,706,609
<u>Thrms Sold</u>					
C & I - Firm			723,519	1,454,839	2,178,358
C & I - Basic			174,533	3,006,488	3,181,021
S/T			898,053	4,461,327	5,359,380
<u>Authorized Overruns</u>					
<u>Firm</u>					
C & I					415,110
<u>Basic</u>					
C & I					502,000
S/T					917,110
<u>Unauthorized Use-Basic</u>					
C & I					
S/T					
Transportation Total	1,836	11,692,320	57,274,098	142,517,984	200,709,191
Total All	7,508,154	14,251,992	423,689,533	616,473,483	1,041,211,340