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November 16, 2001

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Secretary/Chief Regulatory Law Judge  
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FILED<sup>2</sup>

NOV 16 2001

Missouri Public  
Service Commission

Mr. Dale Hardy Roberts  
Secretary/Chief Regulatory Law Judge  
Missouri Public Service Commission  
P. O. Box 360  
Jefferson City, MO 65102

**RE: Case Nos. GR-2001-629 and GT-2001-662 (Consolidated)**

Dear Mr. Roberts:

Enclosed for filing in the above-captioned case are an original and eight (8) conformed copies of a **UNANIMOUS STIPULATION AND AGREEMENT**.

This filing has been mailed or hand-delivered this date to all counsel of record.

Thank you for your attention to this matter.

Sincerely yours,

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Associate General Counsel  
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LLS:sw  
Enclosure  
cc: Counsel of Record

FILED<sup>2</sup>

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI

NOV 16 2001

Missouri Public  
Service Commission

In the Matter of Laclede Gas	)	
Company's Tariff to Revise Natural	)	<u>Case No. GR-2001-629</u>
Gas Rate Schedules.	)	
	)	
In the Matter of Laclede Gas	)	
Company's Tariff for a Weather	)	<u>Case No. GT-2001-662</u>
Normalization Clause	)	

**UNANIMOUS STIPULATION AND AGREEMENT**

On May 18, 2001, Laclede Gas Company ("Laclede" or "Company") submitted to the Missouri Public Service Commission ("Commission") revised tariff sheets reflecting increased rates for gas service provided to customers in its Missouri service area. The proposed tariff sheets contained a requested effective date of June 18, 2001, and were designed to produce an annual increase of approximately 5.0 percent (\$39.8 Million) in charges for gas service.

By Order dated June 7, 2001, the Commission suspended the proposed tariff sheets and established a procedural schedule for interventions and evidentiary hearings. Additional procedural dates were subsequently established by the Commission in its August 6, 2001, Order Modifying and Adopting Procedural Schedule - Adopting Test Year - Providing True-Up Audit. In separate Order dated July 13, 2001, the Commission also granted the Applications to Intervene filed by Union Electric Company d/b/a AmerenUE;

the Missouri Energy Group (Barnes-Jewish Hospital, DaimlerChrysler Corporation, Emerson Electric Company, SSM HealthCare, and St. John's Mercy Health Care); Missouri Industrial Energy Consumers (Adam's Mark Hotels, Alcoa Foil Products, Anheuser-Busch Companies Inc., The Boeing Company, Ford Motor Company, General Motors Corporation, Hussmann Refrigeration, Mallinckrodt, Inc., MEMC Electronic Materials Inc., Monsanto Company, Proctor & Gamble Manufacturing Company and Ralston Purina Company); and the Paper, Allied-Industrial, Chemical and Energy Workers Local 5-6, AFL-CIO.

By Order dated August 23, 2001, the Commission scheduled local public hearings in this matter which were subsequently held on October 17, 2001.

By Order dated September 4, 2001, the Commission consolidated Case No. GR-2001-629 with Case No. GT-2001-662, a proceeding which had been established to consider several weather mitigation alternatives previously filed by Laclede.

Pursuant to the procedural schedule established by the Commission, a prehearing conference was convened on October 22, 2001. All of the above Parties appeared at the prehearing conference. As a result of the prehearing conference and further discussions, the undersigned parties ("Parties") have reached the following stipulations and agreements.

1. The Parties agree that the Company shall be authorized to file revised tariff sheets containing rate schedules for natural gas service designed to produce an increase in overall Missouri jurisdictional gross annual gas revenues for existing tariffed services of Eleven Million, Nine Hundred and Eighty Five Thousand Dollars (\$11,985,000), exclusive of any applicable license, occupation, franchise, gross receipts taxes or other similar tax or taxes. The Company estimates that implementation of the service initiation fee described in paragraph 3(c) will generate additional revenue of at least three million, one hundred thousand dollars (\$3,100,000). This Stipulation also establishes the tariff provisions associated with the Commission's Emergency Amendment to the Cold Weather Rule which was ordered on November 8, 2001. The Parties agree and request that such tariff sheets and rate schedules, as set forth in Attachment 1 hereto, be made effective on December 1, 2001, for service rendered on and after such date. Because of the financial considerations underlying this Stipulation and its inclusion of tariffs permitting a prompt implementation of the Commission's Emergency Rule, Laclede believes time is of the essence. For ease of administration and to facilitate such an effective date in the event this Stipulation is ultimately approved by the Commission, Laclede will forthwith file tariff sheets and

rate schedules identical to the specimen tariffs set forth in Attachment 1.

2. The Parties agree that the increase in existing jurisdictional revenues recommended in this Stipulation shall be allocated to and recovered from the Company's various customer classes in accordance with the tariff sheets and rate schedules set forth in Attachment 1. A summary setting forth the percentage increase recommended for each customer class, on both an overall and base rate basis, is set forth in Attachment 1A hereto. Within thirty days from the effective date of a Commission Order approving this Stipulation and Agreement, Laclede shall provide written notification of the rate changes proposed herein to those customers who may find it economically beneficial to switch rate classifications based on the rates proposed herein.

3. The tariff sheets and rate schedules set out in Attachment 1 hereto also reflect other agreements by the Parties, including, among other things, agreed upon changes or additions to Laclede's General Terms and Conditions for the provision of gas service or Purchased Gas Adjustment ("PGA")/ Actual Cost Adjustment ("ACA") Clause, all of which are proposed to be made effective for service rendered on and after December 1, 2001. These agreements include:

- (a) modifications to the Cold Weather Rule provisions of the Company's tariff which are designed to reflect the terms of the Emergency Amendment to such Rule as recently approved by the Commission by Order dated November 8, 2001, in Case No. AX-2002-203;
- (b) modifications to the Company's tariff provisions relating to remote meter reading devices which are designed to provide the Company additional flexibility in determining whether to install such devices or other, advanced technology;
- (c) implementation of a thirty-six dollar (\$36.00) service initiation fee for activating natural gas service to customers at the time they first receive service at a particular address, provided that the payment of such fee shall be made in four equal monthly installments of nine dollars (\$9.00) each. This service initiation fee will be charged only when company personnel are required to go to a particular address to initiate service;
- (d) modification to the Company's PGA/ACA Clause to eliminate any reference to capacity release revenues;

(e) incorporation of tariff language relating to the pricing methodology for gas used to make off-system sales;

(f) expansion of the seasonal commercial and industrial air conditioning rate schedule to include seasonal sales for on-site power generation customers.

4. Laclede shall continue to book, for financial purposes, expense levels associated with pensions and post-retirement benefits other than pensions ("OPEBs") in accordance with Financial Accounting Standards Board Statements ("FAS") 87, 88, and 106, respectively. Laclede's accounting therefore shall continue to reflect: (a) the actual Market Value of the pension fund assets; (b) amortization of any resulting unrecognized net gains and losses over a five year period; and (c) use of the prospective "smoothing" mechanism described in Attachment 3 to the Stipulation and Agreement approved in Case No. GR-98-374. In addition, gains and losses shall be calculated for all pension lump sum settlements only to the minimum extent permitted by FAS 88. The Parties further agree that the amount included in rates in this case and the amount that will be reflected in expense for financial reporting related to such FAS 88 treatment is zero. The FAS 88 pension expense or credit levels in excess of or below the zero

level reflected in rates shall be deferred and booked to Account 182.3 for recovery in future rates in the same manner as unrealized gains and losses in the calculation of FAS 87. The Parties further agree that the rates resulting from this Stipulation make provision for recovery of pension costs on a FAS 87 and 88 basis for all pension plans and recovery of OPEB costs on a FAS 106 basis.

5. The rates recommended herein reflect an imputed annual revenue level of Seven Hundred and Fifty Thousand Dollars (\$750,000) for the recovery of incremental bad debt expense related to the implementation of the Emergency Cold Weather Rule Amendment ("Emergency Amendment") approved by the Commission in Case No. AX-2002-203. For purposes of tracking and determining the actual bad debt expense related to the implementation of such Emergency Amendment, the Parties agree that the minimum level of such expense shall be determined in accordance with the principles set forth in Attachment 2 to this Stipulation, provided that any Party shall be free to assert that the proper incremental cost of the Emergency Amendment exceeds such minimum level. The Parties further agree that the difference between the amount of such expense reflected in rates pursuant to this paragraph and the calculation of actual bad debt expense incurred as a result of the Emergency Amendment (as finally determined from an evaluation of the September 30, 2003



arrears of customers taking service under the Emergency Amendment) shall be refunded to or recovered from customers as the case may be. Any overrecovery of such expense shall be first netted against the Safety Replacement Accounting Authorization and Copper Service Line Replacement Accounting Authorization balances established pursuant to paragraph 7 of this Stipulation with any remaining amount amortized over a three year period. Any underrecovery shall similarly be amortized over a three year period. Upon approval of this Stipulation in its entirety, Laclede shall immediately withdraw any application for rehearing it may have filed.

6. The Parties agree that the depreciation rates set forth in Attachment 3 hereto shall be utilized beginning with the effective date of the rates established in this case. Barring a reversal of the Commission's decision in the judicial review proceeding described below or in any appeal therefrom, the Parties further agree that, beginning with the effective date of rates established in this case, net salvage shall be treated as an expense for ratemaking purposes and depreciation rates will only recover the original cost of plant. It is expressly understood that this agreement relating to depreciation rates and the treatment of net salvage costs shall not be cited or relied upon in any judicial review proceeding (including, without limitation the judicial review proceeding docketed as Case

No. 01CV325280, Division I in the Circuit Court of Cole County) to prejudice the right of any Party to challenge the lawfulness or reasonableness of any methodology or principle underlying such rates or depreciation treatment generally and no Party shall be deemed to have acquiesced in or approved of such methodology in any such proceeding.

7. The Parties agree that Laclede shall be granted a Safety Replacement Accounting Authorization and a Copper Service Line Replacement Accounting Authorization to defer and book to Account 182.3 for consideration in Laclede's next rate case all costs, as described below, which are incurred by Laclede between July 31, 2001, and the earlier of: a) the effective date of the rates established in Laclede's next general rate case proceeding; or b) the beginning of the deferral period of any subsequent accounting authority order granted by the Commission. The Safety Replacement Accounting Authorization shall include all costs: (1) to replace Company unprotected bare steel service and yard lines and to move and reset and/or replace meters in connection therewith, as required by the Order in Case No. GO-91-239, as modified by the Order in Case No. GO-99-155; (2) to replace cast iron mains and to transfer services from the old main to the new main in connection therewith; as required by the Order in Case No. GO-91-275; and (3) to replace and/or cathodically protect unprotected

steel mains and to transfer services from the old main to the new main in connection therewith, as required by the Order in Case No. G0-91-239. The Copper Service Line Replacement Accounting Authorization shall include all costs associated with the replacement, relay or renewal of direct buried copper service lines as required by the Commission's Order in Case No. G0-99-155. For purposes of these two accounting authorizations, such costs shall include, without limitation, property taxes, depreciation expenses, and carrying costs (at the overall rate of interest calculated pursuant to the Federal Energy Regulatory Commission formula for computing AFUDC as set out at 18 CFR Part 201, minus one percentage point). The deferral of costs to survey and barhole buried fuel and copper service lines shall terminate on the effective date of the rates established in this proceeding. Laclede shall continue to provide to the Financial Analysis Department of the Staff, and Public Counsel, as part of its Monthly Surveillance Report an ongoing quantification of the amounts deferred pursuant to these two accounting authorizations. Deferrals under these accounting authorizations shall cease unless a general rate relief request by Laclede Gas Company is filed no later than two years after the effective date of the Commission Order approving this Stipulation. The Parties also agree that a regulatory asset equal to the balances deferred pursuant to

the Safety Replacement Program accounting authorization granted in Paragraph 5 of the Stipulation and Agreement in Case No. GR-99-315 through July 31, 2001 shall be established with a balance of \$2,755,688. One tenth of this balance has been included in the cost of service recognized in this proceeding and one tenth of such balance shall continue to be amortized annually in cost of service for ratemaking consideration for the next subsequent nine years.

8. The Parties agree that Laclede shall, for book purposes, be authorized to continue to normalize the income tax timing differences inherent in: (a) the recognition of pension costs on a FAS 87 and 88 basis, and OPEB costs on a FAS 106 basis as authorized in Paragraph 4 of this Stipulation; and (b) the adoption and/or continuation of the deferred accounting referenced in Paragraphs 4 and 6 of this Stipulation; by recording and recognizing in any future rates deferred income tax expense for such differences, provided that the Parties shall have the right to review and propose a different treatment of such timing differences in Laclede's next general rate case proceeding.

9. The rates recommended herein reflect an imputed revenue level of three million dollars (\$3,000,000) for the release of pipeline capacity and off-system sales. In exchange for this imputation, the Company shall be permitted to retain 100% of any revenues realized from such

transactions during the period the rates established in this proceeding are in effect. Unless otherwise provided by tariff, it is expressly understood that during such period no other treatment of such revenues shall be implemented as the result of any action taken in another Commission case, and that Laclede shall not pursue its rights to rehearing or judicial review of the Commission's decision in Case No. GT-2001-329 as it specifically relates to the treatment of capacity release and off system sales revenues. The Parties further agree that during this period, any Party may propose and the Commission may approve and implement incentive provisions for other elements of the Company's gas supply costs. The Parties also agree that incentive provisions for capacity release and off system sales can also be proposed for implementation after the end of such period.

10. To resolve, for the future, any differences as to the appropriately adjusted temperature data for the weather station at Lambert St. Louis International Airport ("Lambert"), the Company, Staff and Public Counsel agree that for the purposes of establishing a temperature normal in any future rate proceeding for which such data has been published and made publicly available, the Parties shall use such adjusted 1971-2000 weather station temperature data published for Lambert by the National Oceanic and Atmospheric Administration ("NOAA"), unless within 120 days

of such publication one or more of the Parties identified in this paragraph submits a Report to the two other Parties setting forth alternative adjustments to the 1971-2000 temperature data at the Lambert weather station. In such event, the Report shall include an analysis of the proposed adjustments, and the Party or Parties submitting such a Report shall be free to assert in such future proceeding that their proposed adjustments, when compared to those of NOAA are more appropriate. In no event shall any Party be required to use any specific number of years from the 1971-2000 adjusted data for purposes of establishing a weather normal in a future case, be precluded from subsequently proposing alternatives to the use of such data should there be a future change in or movement of weather instrumentation at Lambert, or be precluded from proposing that the existence and effects of urbanization, seasonality or other potentially relevant factors on such data be recognized for the purpose of establishing a weather normal in future cases. The Parties agree to continue to meet and share findings with respect to urbanization, seasonality or other potentially relevant factors for weather normals. This agreement shall replace any previous agreements of the Parties regarding establishing a weather normal for the Company's service territory.

11. Regarding a fixed-bill service option for the Company's customers in advance of the 2002/2003 winter heating season, the Company and Weatherwise, Inc. have entered into an agreement to evaluate a possible transaction between them. The Company agrees to provide a fixed-bill service option, in conjunction with Weatherwise, Inc. or another vendor, to the extent that the Company determines that such a service offering is workable, in the best interests of its customers, and financially justifiable for the Company. The Company will provide bi-monthly written updates to the Staff and Public Counsel regarding the status of its efforts to provide a fixed-bill service option for the 2002/2003 heating season, beginning January 31, 2002. In the event this Stipulation is approved in its entirety, the Parties further agree that the tariff sheets submitted by the Company in Case No. GT-2001-662 shall be deemed withdrawn, provided that no Party, including the Company, shall be precluded from proposing or seeking to implement any similar or distinct mitigation mechanism in any future proceeding.

12. The Company, Staff and Public Counsel also agree to meet, develop and implement a customer weatherization program that shall be funded at an annual level of \$300,000. ("Weatherization Program"), plus \$40,000 for administrative costs. The terms of the Weatherization Program shall be

filed with the Commission within 90 days of the effective date of the Order approving this Stipulation for the Commission's separate approval.

13. The Company has filed to withdraw its application and tariffs currently pending in Case No. GO-2001-175.

14. None of the signatories to this Stipulation shall be deemed to have approved or acquiesced in any ratemaking or procedural principle, including, without limitation, any method of cost determination or cost allocation (including, specifically, any allocation of bad debt expense between and/or among the Company's various customer classes), depreciation or revenue related methodology or any service or payment standard, and none of the signatories shall be prejudiced or bound in any manner by the terms of this Stipulation in this or any other Commission, judicial review or other proceeding, except as otherwise expressly specified herein. Nothing in this Stipulation shall preclude the Staff in future proceedings from providing recommendations as requested by the Commission.

15. This Stipulation has resulted from extensive negotiations among the signatories and the terms hereof are interdependent. In the event the Commission does not approve all of the terms of this Stipulation as submitted, or approves this Stipulation with modifications or conditions that a Party to this proceeding objects to, then



this Stipulation shall be void and no signatory shall be bound by any of the agreements or provisions hereof.

16. In the event the Commission accepts the specific terms of this Stipulation, the Parties waive, with respect to the issues resolved herein: their respective rights pursuant to Section 536.080.1 (RSMo. 2000) to present testimony, to 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. 2000); and their respective rights to judicial review of the Commission's Report and Order in this case pursuant to Section 386.510 (RSMo. 2000).

17. The Parties agree that all of the prefiled testimony submitted by Laclede, Staff, Public Counsel, AmerenUE, MEG and MIEC relating exclusively to any issue resolved by this Stipulation shall be received into evidence without the necessity of their respective witnesses taking the stand.


18. The Staff shall submit to the Commission a memorandum explaining its rationale for entering into this Stipulation. 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) business days of receipt of Staff's memorandum, a responsive memorandum that shall also be served on all Parties. All memoranda submitted by the

Parties 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 this proceeding or any future proceeding, whether or not the Commission approves this Stipulation. 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. The Staff shall also have the right to provide, at any agenda meeting at which this Stipulation is noticed to be considered by the Commission, whatever oral explanation the Commission requests, provided that the Staff shall, to the extent reasonably practicable, promptly provide 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.

WHEREFORE, for the foregoing reasons, the undersigned Parties respectfully request that the Commission issue its Order approving all of the specific terms and conditions of this Unanimous Stipulation and Agreement.

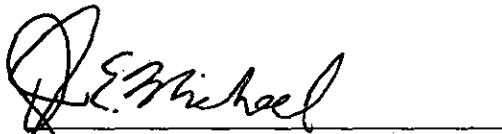
Respectfully submitted,

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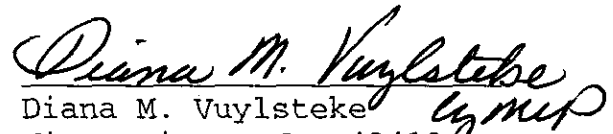
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**Service List for  
Case Nos. GR-2001-629 and  
GT-2001-662 (Consolidated)  
Revised: November 16, 2001 (SW)**

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**P.S.C. MO. No. 5 Consolidated, Fourth Revised Sheet No. 1-a**  
**CANCELLING P.S.C. MO. No. 5 Consolidated, Third Revised Sheet No. 1-a**

Laclede Gas Company  
 Name of Issuing Corporation or Municipality

For \_\_\_\_\_ Refer to Sheet No. 1  
 Community, Town or City

**SCHEDULE OF RATES**

**TABLE OF CONTENTS**

	<u>Beginning Sheet Number</u>
Residential General Service (RG).....	2
Commercial & Industrial General Service (CG).....	3
Residential Seasonal Air Conditioning Service (RA).....	4
Commercial & Industrial Seasonal Service (CA).....	4-a
Large Volume Service (LV).....	5
Interruptible Service (IN).....	7
General L.P. Gas Service (LP).....	8
Unmetered Gas Light Service (SL).....	9
Vehicular Fuel Rate (VF).....	11
Billing of License, Occupation, or Other Similar Charges or Taxes...	14
Purchased Gas Adjustment Clause.....	15
Reconnection Charges, Meter Reading Non-Access Charge.....	30
Collection Trip Charge, Returned Check Charge, Service and Meter Relocation Charges.....	31
Meter Test Charges, Excess Flow Valve Charges, Service Initiation Charge.....	31-a
Large Volume Transportation and Sales Service.....	32

DATE OF ISSUE \_\_\_\_\_  
 Month Day Year

DATE EFFECTIVE \_\_\_\_\_  
 Month Day Year

ISSUED BY \_\_\_\_\_

\_\_\_\_\_  
 Name of Officer Title Address

P.S.C. MO. No. [REDACTED] Consolidated, Thirteenth Revised Sheet No. 2  
CANCELLING P.S.C. MO. No. 5 Consolidated, Twelfth Revised Sheet No. 2

Laclede Gas Company

Name of Issuing Corporation or Municipality

For

Refer to Sheet No. 1

Community, Town or City

SCHEDULE OF RATES

RESIDENTIAL GENERAL SERVICE (RG)

Availability – This rate schedule is available for all gas service rendered by the Company to residential customers, including space heating service.

Rate – The monthly charge shall consist of a customer charge plus a charge for gas used as set forth below:

Customer Charge – per month	\$12.00	
	Summer - Billing Months of <u>May-October</u>	Winter – Billing Months of <u>November-April</u>
Charge for Gas Used – per therm		
For the first 65 therms used per month	14.716¢	17.590¢
For all therms used in excess of 65 therms	11.096¢	13.970¢

Minimum Monthly Charge – The Customer Charge.

Purchased Gas Adjustment – The charge for gas used as specified in this schedule shall be subject to an adjustment per therm for increases and decreases in the Company's cost of purchased gas, as set out on Sheet No. 29.

Late Payment Charge – Unless otherwise required by law or other regulation, 1.5% will be added to the outstanding balance of all bills not paid by the delinquent date stated on the bill. The late payment charge will not be applied to amounts being collected through a pre-arranged payment agreement with the Company that is kept up-to-date.

DATE OF ISSUE

Month Day Year

DATE EFFECTIVE

Month Day Year

ISSUED BY

Name of Officer

Title

Address

P.S.C. MO. No. 5 Consolidated, Ninth Revised Sheet No. 3  
CANCELLING P.S.C. MO. No. 5 Consolidated, Eighth Revised Sheet No. 3

Laclede Gas Company  
Name of Issuing Corporation or Municipality

For Refer to Sheet No. 1  
Community, Town or City

SCHEDULE OF RATES

COMMERCIAL & INDUSTRIAL GENERAL SERVICE (CG)

Availability – This rate schedule is available for all gas service rendered by the Company to commercial or industrial customers, including space heating service.

Rate – The monthly charge shall consist of a customer charge plus a charge for gas used as set forth below:

Customer Charge – per month	\$15.00	
	Summer - Billing Months of <u>May-October</u>	Winter - Billing Months of <u>November-April</u>
Charge for Gas Used – per therm		
For the first 100 therms used per month	13.001¢	15.787¢
For all therms used in excess of 100 therms	10.726¢	13.560¢

Minimum Monthly Charge – The Customer Charge.

Purchased Gas Adjustment – The charge for gas used as specified in this schedule shall be subject to an adjustment per therm for increases and decreases in the Company's cost of purchased gas, as set out on Sheet No. 29.

Late Payment Charge – Unless otherwise required by law or other regulation, 1.5% will be added to the outstanding balance of all bills not paid by the delinquent date stated on the bill. The late payment charge will not be applied to amounts being collected through a pre-arranged payment agreement with the Company that is kept up-to-date.

DATE OF ISSUE  
Month Day Year

DATE EFFECTIVE  
Month Day Year

ISSUED BY

Name of Officer

Title

Address



Laclede Gas Company  
Name of Issuing Corporation or Municipality

For Refer to Sheet No. 1  
Community, Town or City

SCHEDULE OF RATES

RESIDENTIAL SEASONAL AIR CONDITIONING SERVICE (RA)

Availability – This rate schedule is available for all gas service to residential air conditioning customers during the six consecutive billing months of May through October, provided that the quantity of gas used during such period for air conditioning purposes is at least twice the quantity of gas used for all other purposes during such period. All gas used by the customer for the balance of the year shall be billed under the Residential General Service rate.

Rate – The monthly charge shall consist of a customer charge plus a charge for gas used as set forth below:

Customer Charge – per month \$12.00

Charge For Gas Used – per therm

For the first 65 therms used per month 14.716¢

For all therms used in excess of 65 therms 11.096¢

Minimum Monthly Charge – The Customer Charge.

Purchased Gas Adjustment – The charge for gas used as specified in this schedule shall be subject to an adjustment per therm for increases and decreases in the Company's cost of purchased gas, as set out on Sheet No. 29.

Late Payment Charge – Unless otherwise required by law or other regulation, 1.5% will be added to the outstanding balance of all bills not paid by the delinquent date stated on the bill. The late payment charge will not be applied to amounts being collected through a pre-arranged payment agreement with the Company that is kept up-to-date.

DATE OF ISSUE  
Month Day Year

DATE EFFECTIVE  
Month Day Year

ISSUED BY

Name of Officer Title Address

P.S.C. MO. No. 5 Consolidated, First Revised Sheet No. 4-a  
CANCELLING P.S.C. MO. No. 5 Consolidated, Original Sheet No. 4-a

Laclede Gas Company  
Name of Issuing Corporation or Municipality

For

Refer to Sheet No. 1  
Community, Town or City

SCHEDULE OF RATES

COMMERCIAL & INDUSTRIAL SEASONAL SERVICE (CA)

Availability – This rate schedule is available for all gas service to commercial and industrial air conditioning or on-site power generation customers during the six consecutive billing months of May through October, provided that the quantity of gas used during such period for air conditioning or on-site power generation purposes is at least twice the quantity of gas used for all other purposes during such period. All gas used by the customer for the balance of the year shall be billed under the Commercial and Industrial General Service rate.

Rate – The monthly charge shall consist of a customer charge plus a charge for gas used as set forth below:

Customer Charge – per month	\$15.00
Charge For Gas Used – per therm	
For the first 100 therms used per month	13.001¢
For all therms used in excess of 100 therms	10.726¢

Minimum Monthly Charge – The Customer Charge.

Purchased Gas Adjustment – The charge for gas used as specified in this schedule shall be subject to an adjustment per therm for increases and decreases in the Company's cost of purchased gas, as set out on Sheet No. 29.

Late Payment Charge – Unless otherwise required by law or other regulation, 1.5% will be added to the outstanding balance of all bills not paid by the delinquent date stated on the bill. The late payment charge will not be applied to amounts being collected through a pre-arranged payment agreement with the Company that is kept up-to-date.

DATE OF ISSUE

Month Day Year

DATE EFFECTIVE

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Name of Officer

Title

Address

Laclede Gas Company

Name of Issuing Corporation or Municipality

For

Refer to Sheet No. 1

Community, Town or City

SCHEDULE OF RATES

LARGE VOLUME SERVICE (LV)

Availability – Service under this rate schedule is available for qualifying firm gas uses including cogeneration and for boiler plant use where gas is the exclusive boiler plant fuel. Service under this rate schedule is available to customers contracting for separately metered gas service for a minimum term of one year with a billing demand equal to, or greater than, 250 therms and an annual usage equal to, or greater than 60,000 therms.

Rate – The monthly charge shall consist of a customer charge, a demand charge, and a commodity charge as set forth below:

Customer Charge – per month \$565

Demand Charge – per billing demand therm 66¢

Commodity Charge – per therm

For the first 36,000 therms used per month 2.772¢

For all therms used in excess of 36,000 therms 1.520¢

Minimum Monthly Charge – The Customer Charge plus the Demand Charge.

Terms of Payment – Customer's monthly bills will be computed at both the net and gross rates. Gross rates will be two percent (2%) higher than net rates. The net bill is payable on or prior to due date stated thereon. After this date, the gross bill is payable.

Purchased Gas Adjustment – The charge for gas used as specified in this schedule shall be subject to an adjustment per therm for increases and decreases in the Company's cost of purchased gas, as set out on Sheet No. 29.

DATE OF ISSUE

Month Day Year

DATE EFFECTIVE

Month Day Year

ISSUED BY

Name of Officer

Title

Address

Laclede Gas Company

Name of Issuing Corporation or Municipality

For

Refer to Sheet No. 1

Community, Town or City

SCHEDULE OF RATES

INTERRUPTIBLE SERVICE (IN)

Under certain conditions, and from time to time, the Company has excess gas to sell. When the Company has such gas available for resale, it will make short-term contracts for the sale thereof.

Availability – This rate schedule is available to customers contracting for separately metered interruptible gas service for a minimum term of one year with a demand equal to, or greater than, 10,000 cubic feet per hour.

Net Rate – The monthly charge shall consist of a customer charge and a commodity charge as set forth below:

Customer Charge \$500

Commodity Charge

First 100,000 therms – per month – per therm 7.280¢

Over 100,000 therms – per month – per therm 5.638¢

Charge for Gas Used During Interruption

All gas used during any period of interruption – per therm 35.901¢

Minimum Monthly Charge – The Customer Charge.

Purchased Gas Adjustment – The charge for gas used as specified in this schedule shall be subject to an adjustment per therm for increases and decreases in the Company's cost of purchased gas, as set out on Sheet No. 29.

Late Payment Charge – Unless otherwise required by law or other regulation, 1.5% will be added to the outstanding balance of all bills not paid by the delinquent date stated on the bill. The late payment charge will not be applied to amounts being collected through a pre-arranged payment agreement with the Company that is kept up-to-date.

DATE OF ISSUE

Month Day Year

DATE EFFECTIVE

Month Day Year

ISSUED BY

Name of Officer

Title

Address

Laclede Gas Company

Name of Issuing Corporation or Municipality

For

Refer to Sheet No. 1

Community, Town or City

SCHEDULE OF RATES

GENERAL L.P. GAS SERVICE (LP)

Availability – This rate schedule is available for all L.P. gas service to those customers located in subdivisions in the Company's certificated area where natural gas is not available, where the subdivision developer is willing to construct the subdivision so as to make it fully adapted to such service and the later conversion to natural gas and where a central L.P. gas system is determined by the Company to be feasible.

<u>Rate</u> Customer Charge – per month	\$10.50
For all gallons used per month – per gallon	14.650¢

Minimum Monthly Charge – The Customer Charge.

Purchased Gas Adjustment

(A) The above charges shall be subject to an adjustment per gallon, which shall be referred to as the L.P. Current Purchased Gas Adjustment ("L.P. CPGA"). Concurrent with any CPGA filing made by the Company for natural gas customers, the Company will compare its current average unit cost for the purchase of L.P. gas to the average unit L.P. gas cost underlying the existing L.P. CPGA. If such difference is greater than or equal to 1.0¢ per gallon, the Company will file a new L.P. CPGA with the Commission, along with supporting materials, based on said current average unit L.P. gas cost. Upon approval by the Commission, such new L.P. CPGA factor will become effective on a pro-rata basis beginning with the effective date stated on Sheet No. 29.

(B) Whenever the actual prices paid by the Company for L.P. Gas differ from the price upon which its then effective adjustment is predicated, the amount of increased or decreased L.P. Gas cost resulting from such difference in price shall be debited or credited to a Deferred Purchased L.P. Gas Cost account. The cumulative balance of such deferred account entries for the same period set out in Paragraph C.7 of the Company's PGA Clause shall be divided by the estimated amount of L.P. Gas gallons to be sold during the subsequent twelve-month ended October period. The resulting deferred cost per gallon shall be applied as a Deferred L.P. Gas Adjustment which shall be made effective on a pro-rata basis beginning with the effective date of the Company's Winter PGA filing and shall remain in effect until superseded by a revised adjustment in the next scheduled Winter PGA filing. Such deferred adjustment shall increase or decrease the adjustments determined pursuant to Paragraph A hereof. All increases or decreases in charges resulting from the deferred adjustment shall be appropriately recorded in the Deferred L.P. Gas Cost account.

DATE OF ISSUE

Month Day Year

DATE EFFECTIVE

Month Day Year

ISSUED BY

Name of Officer

Title

Address

Laclede Gas Company

Name of Issuing Corporation or Municipality

For

Refer to Sheet No. 1

Community, Town or City

SCHEDULE OF RATES

UNMETERED GAS LIGHT SERVICE (SL)

Availability – This rate schedule is available, subject to the special provisions included herein, to customers who contract for service thereunder for a minimum term of one year for unmetered gas to be used solely for the continuous operation of gas lights.

Rate

Customer Charge \$3.70 per month

For lights equipped with mantle units with an hourly input rating of 3 cubic feet or less per mantle unit:

Each initial mantle unit per light \$3.39 per month

Each additional mantle unit per light \$1.78 per month

For open flame lights or lights equipped with mantle units with an hourly input rating in excess of 3 cubic feet per mantle unit:

First 3 cubic feet of hourly input rating per light \$3.39 per month

Each additional 3 cubic feet of hourly input rating or fraction thereof per light \$1.78 per month

Purchased Gas Adjustment – The charge for gas used as specified in this schedule shall be subject to an adjustment per therm for increases and decreases in the Company's cost of purchased gas, as set out on Sheet No. 29; and such adjustment per therm shall be applied on the basis of an average consumption of 19.7 therms per month per mantle unit.

Late Payment Charge – Unless otherwise required by law or other regulation, 1.5% will be added to the outstanding balance of all bills not paid by the delinquent date stated on the bill. The late payment charge will not be applied to amounts being collected through a pre-arranged payment agreement with the Company that is kept up-to-date.

DATE OF ISSUE

Month Day Year

DATE EFFECTIVE

Month Day Year

ISSUED BY

Name of Officer

Title

Address

P.S.C. MO. No. 5 Consolidated, Sixth Revised Sheet No. 11  
CANCELLING P.S.C. MO. No. 5 Consolidated, Fifth Revised Sheet No. 11

Laclede Gas Company  
Name of Issuing Corporation or Municipality

For ..... Refer to Sheet No. 1  
Community, Town or City

SCHEDULE OF RATES

VEHICULAR FUEL RATE (VF)

Availability

This rate schedule shall apply to the sale of separately metered natural gas to customers for the sole purpose of compression by the customer or a party engaged by the customer for use as a vehicular fuel, whether such fuel is used directly by the customer or is resold to other end-user(s) as compressed natural gas ("CNG") for vehicular use.

Service for any end-use of gas other than the compression of natural gas for vehicular use, such as space heating, water heating, processing or boiler fuel use, is not permitted under this schedule. Service which is provided for other end-uses through a separate meter at the same location will be billed by the Company under the applicable rate schedule.

Nothing herein precludes a customer from satisfying its CNG requirements through another sales or transportation rate schedule, where applicable.

Service provided by the Company under this rate schedule does not include the provision of compression services or facilities for CNG purposes.

Rate

Customer Charge – per month	\$14.00
Charge for Gas Used – For all therms used per month per therm	3.744¢

Minimum Monthly Charge – The Customer Charge.

Purchased Gas Adjustment – The charge for gas used as specified in this schedule shall be subject to an adjustment per therm for increases and decreases in the Company's cost of purchased gas, as set out on Sheet No. 29.

Late Payment Charge – Unless otherwise required by law or other regulation, 1.5% will be added to the outstanding balance of all bills not paid by the delinquent date stated on the bill. The late payment charge will not be applied to amounts being collected through a pre-arranged payment agreement with the Company that is kept up-to-date.

DATE OF ISSUE

Month Day Year

DATE EFFECTIVE

Month Day Year

ISSUED BY

Name of Officer

Title

Address

P.S.C. MO. No. 5 Consolidated, Tenth Revised Sheet No. 21  
CANCELLING P.S.C. MO. No. 5 Consolidated, Ninth Revised Sheet No. 21

Laclede Gas Company  
Name of Issuing Corporation or Municipality

For Refer to Sheet No. 1  
Community, Town or City

SCHEDULE OF RATES

C. Deferred Purchased Gas Cost Accounts (Continued)

1. Such excess or deficiency in total gas cost recovery, for each sales classification (firm other than LVTSS, LVTSS and seasonal and interruptible) and for each transportation classification (firm and basic) shall be determined by a monthly comparison of the actual cost of gas, net of storage injections and withdrawals, as shown on the Company's books and records, exclusive of refunds, for each revenue month to the gas cost revenues recovered for such revenue month.
2. Each component of actual gas cost shall be allocated to the sales and transportation classifications in accordance with the CPGA components described in Paragraph 2 of Section A above relating to each component and based on the volumes sold and/or transported to the applicable customer classification during the twelve month period ending with the September revenue month. The actual costs of propane peak shaving supplies and penalties will be allocated solely to firm sales customers, including LVTSS customers.
3. The amount of gas cost revenues recovered each month for the sales classes shall be the product of the actual therm sales of each sales class and the gas cost revenue recovery components for such sales class. Such revenue recovery component shall be equal to the CPGA applicable to such sales class.
4. The amount of gas cost revenues recovered each month for the transportation classes shall be the product of the actual therms transported and the "Additional Transportation Charges," where applicable, specified in the Company's Large Volume Transportation and Sales Service tariff.

DATE OF ISSUE

Month Day Year

DATE EFFECTIVE

Month Day Year

ISSUED BY

Name of Officer

Title

Address



Laclede Gas Company

Name of Issuing Corporation or Municipality

For

Refer to Sheet No. 1

Community, Town or City

SCHEDULE OF RATES

C. Deferred Purchased Gas Cost Accounts (Continued)

5. Carrying costs shall be applied to certain excesses or deficiencies in gas cost recoveries, which such excesses or deficiencies shall comprise a Deferred Carrying Cost Balance ("DCCB"). The excesses or deficiencies to be included in the DCCB, which shall be computed separately for each of the Company's sales classifications, shall be the product of: (a) the difference between the Company's actual annualized unit cost of gas, net of storage injections and withdrawals, and the estimated annualized unit cost of gas factor included in the Company's then most recent PGA filing, and (b) the volumes of gas sold during such month. Each month, carrying costs, at a simple rate of interest equal to the prime bank lending rate (as published in The Wall Street Journal on the first business day of such month), minus one percentage point, shall be credited to sales customers for any excess recoveries of gas costs or credited to the Company for any deficient recoveries of gas costs only when and to the extent that the DCCB exceeds five percent of the Company's average annual level of gas costs for the then three most recent ACA periods.

6. For each twelve-month period ending with the September revenue month, the differences of the comparisons described above including, any carrying costs where applicable, and any balance or credit for the previous year shall be accumulated to produce a cumulative balance of excess or deficiency of gas cost revenue recovery. "Actual Cost Adjustment" (ACA) factors, which shall be included in the Company's Winter PGA filing, as such filing is described in Section E.1, shall be computed by dividing such balances by the applicable estimated sales or transportation volumes during the subsequent twelve-month ended October period for each of the respective sales and transportation classes. Such ACA factors shall remain in effect until superseded by revised ACA factors in the next scheduled Winter PGA filing. All actual ACA revenue recovered shall be debited or credited to the balance of the ACA account as appropriate and any remaining balance shall be reflected in the subsequent ACA computations.

DATE OF ISSUE

Month Day Year

DATE EFFECTIVE

Month Day Year

ISSUED BY

Name of Officer

Title

Address

Laclede Gas Company  
Name of Issuing Corporation or Municipality

For Refer to Sheet No. 1  
Community, Town or City

**SCHEDULE OF RATES**

**METER TEST CHARGES**

The charges for each test of a customer's meter when performed at the customer's request more than once in a twelve month period, unless the meter registration is proved to be inaccurate in excess of 2%, as described in Rule No. 10 of the tariff, shall be as follows:

Residential meter	\$ 75.00
Commercial and Industrial meter	\$125.00

**EXCESS FLOW VALVE CHARGES**

The charges for installation, removal, replacement or maintenance of an excess flow valve, as described in Rule No. 31 of the tariff, shall be as follows:

Installation of valve during the installation of a new or replacement service	\$ 45.00
Installation of valve after the installation of a new or replacement service or renewal	\$560.00
Removal, replacement or maintenance costs, except as noted in Rule No. 31	\$560.00

**SERVICE INITIATION CHARGE**

The charge for initiation of gas service as described in Rule No. 32 is as follows:

Service initiation charge	\$36.00
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Such charge shall be billed to the customer in equal installments over a four month period.

DATE OF ISSUE

Month Day Year

DATE EFFECTIVE

Month Day Year

ISSUED BY

Name of Officer

Title

Address

Laclede Gas Company  
 Name of Issuing Corporation or Municipality

For \_\_\_\_\_ Refer to Sheet No. 1  
 Community, Town or City

**SCHEDULE OF RATES**

**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. ....	\$900
Reservation Charge - per billing demand therm. ....	48¢
Transportation Charge - per therm transported (*). ....	
For the first 36,000 therms transported per month .....	1.997¢
For all therms transported in excess of 36,000 therms .....	.827¢
Commodity Charge - per therm sold (*) .....	
For the first 36,000 therms sold per month .....	1.997¢
For all therms sold in excess of 36,000 therms .....	.827¢
Storage Charge - per therm for any full or partial month .....	2.000¢
Authorized Overrun Charge – per therm transported .....	3.742¢

(\*) See footnote on Sheet No. 34-a

DATE OF ISSUE

Month Day Year

DATE EFFECTIVE

Month Day Year

ISSUED BY

Name of Officer

Title

Address

**P.S.C. MO. No. 5 Consolidated, Ninth Revised Sheet No. R-2**  
**CANCELLING P.S.C. MO. No. 5 Consolidated, Eighth Revised Sheet No. R-2**

Laclede Gas Company

Name of Issuing Corporation or Municipality

For

Refer to Sheet No. R-1

Community, Town or City

**RULES AND REGULATIONS**

**TABLE OF CONTENTS**

<u>Rule No.</u>		<u>Beginning Sheet Number</u>
1.	Definitions .....	R-3
2.	General .....	R-4
3.	Applications .....	R-5
4.	Rate Changes .....	R-5
5.	Deposits .....	R-5
6.	Rendering and Payment of Bills .....	R-6
7.	Adjustment for Heat Content .....	R-7
8.	Metering for Billing .....	R-7
9.	Resale .....	R-8
10.	Meter Tests and Billing Adjustments .....	R-8
11.	Piping and Equipment .....	R-10
12.	Customer's Liability .....	R-10
13.	Tampering Prohibited .....	R-12
14.	Discontinuance of Service .....	R-12
15.	Reconnection of Service .....	R-13
16.	Company Inspection of Customer Premises .....	R-14
17.	Temporary Service .....	R-15
18.	Auxiliary Service .....	R-15
19.	Extension of Distribution Facilities .....	R-15
20.	Limitations Upon Company's Obligation to Supply Gas Service .....	R-20
21.	Emergency Curtailment Plan .....	R-24
22.	Meter Reading Non-Access Charge .....	R-26
23.	Collection Trip Charge .....	R-26
24.	Insulation Financing Program .....	R-27
25.	Disputes .....	R-29
26.	Settlement Agreement and Extension Agreement .....	R-31
27.	Cold Weather Maintenance of Service .....	R-32
28.	Promotional Practices .....	R-37
29.	Budget Billing Plan .....	R-39
30.	Usage Estimating Procedure .....	R-40
31.	Excess Flow Valves .....	R-41
32.	Service Initiation Charge .....	R-41
33.	Off-System Sales .....	R-42

DATE OF ISSUE

Month Day Year

DATE EFFECTIVE

Month Day Year

ISSUED BY

Name of Officer

Title

Address

Laclede Gas Company  
Name of Issuing Corporation or Municipality

For Refer to Sheet No. R-1  
Community, Town or City

RULES AND REGULATIONS

12. Customer's Liability (Continued)

the proper application of Company's rates, rules and regulations; for installing, removing, testing or replacing its apparatus or property; for reading meters and for the removal of Company's property in event of termination for any reason of service to the customer.

Notwithstanding the foregoing, the Company shall not discontinue service to a customer, pursuant to Paragraph (1)(E) of Rule 14, solely by reason of a refusal of that customer to grant access to the Company when the sole purpose of such access is to discontinue service to another customer. In addition, the Company shall not discontinue or threaten to discontinue service to a non-delinquent customer due solely to the delinquency of another customer.

The Company shall obtain an actual inside meter reading from locations having inside meters on an annual basis. The Company will have a right to disconnect the customer if access is denied to the Company at reasonable times pursuant to Paragraph (1)(E) of Rule 14.

When, during normal working hours, the Company is unable to regularly secure access to the customer's premises for the purpose of obtaining meter readings, the Company may, when practical to do so, install on the meter a remote reading attachment. The attachment shall be installed upon agreement of the customer to pay \$50.00 of the initial installation costs, which amount may be paid in installments, at the customer's option, over a period of up to 20 months with no interest or finance costs. The remote reading attachment and all parts and portions thereof, shall remain the property of the Company and shall be maintained by the Company. Any customer, whether or not access to his premises is a problem, may request the installation of such remote reading attachment and the Company may install same subject to the charge and conditions set out above and its determination of whether the installation is appropriate given the Company's potential use of other remote meter reading technology. When the Company is unable for twelve successive regular meter reading times to secure access to a customer's premises for the purpose of obtaining a meter reading, the Company may discontinue service to the customer, upon giving the notice required by paragraph 1 of Rule 14, unless and until the customer shall contract for and permit the installation of a remote reading attachment subject to the charge and conditions set out above or until the customer has made provisions for future access acceptable to the Company.

DATE OF ISSUE

Month Day Year

DATE EFFECTIVE

Month Day Year

ISSUED BY

Name of Officer

Title

Address

P.S.C. MO. No. 5 Consolidated, First Revised Sheet No. R-36  
CANCELLING P.S.C. MO. No. 5 Consolidated, Original Sheet No. 36

Laclede Gas Company

Name of Issuing Corporation or Municipality

For

Refer to Sheet No. R-1

Community, Town or City

RULES AND REGULATIONS

27. Cold Weather Maintenance of Service (Continued):

4. The Company may revise the required payment in accordance with its budget or leveled payment plan.

(C) Initial Payments.

1. 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 (8)(B) of this rule.

2. 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.

(9) 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.

(10) The commission shall recognize and permit recovery of reasonable operating expenses incurred by the Company because of this rule.

(11) The Company may apply for a variance from this rule by filing an application for variance with the commission pursuant to the commission's rules of procedure.

(12) (Reserved)

(13) The special provisions for the restoration of service for the 2001-2002 heating season shall be in effect from November 18, 2001 through March 31, 2002 and shall be as follows:

DATE OF ISSUE

Month Day Year

DATE EFFECTIVE

Month Day Year

ISSUED BY

Name of Officer

Title

Address

P.S.C. MO. No. 5 Consolidated, Original Sheet No. R-36-a  
CANCELLING All Previous Schedules

Laclede Gas Company

Name of Issuing Corporation or Municipality

For

Refer to Sheet No. R-1

Community, Town or City

RULES AND REGULATIONS

27. Cold Weather Maintenance of Service (Continued):

(A) Notwithstanding paragraph (8)(C)(2) of Rule 27 to the contrary, the Company shall restore service for those customers who have defaulted on a payment plan under the cold weather rule upon initial payment of twenty-five (25) percent of the preexisting arrears or \$250, whichever is less, with the deferred balance to be paid in equal installments over the following eighteen (18) months and with the Company's estimate of the ensuing bills on a twelve-month level payment basis. The customer and the Company may by mutual agreement reduce or extend the installment period. Any reconnection fee, trip fee, collection fee or other fee related to reconnection, disconnection or collection shall also be deferred. Any customer who has defaulted on a payment plan under the cold weather rule and is threatened with disconnection may retain service by entering into a payment plan as described in this paragraph, and all disconnect notices shall inform customers of this option. Any payment plan entered into under this emergency amendment shall remain in effect (as long as its terms are adhered to) for the term of the payment plan even after the effective period of this amendment has expired.

(B) Default on an agreement entered into under this paragraph can be cured by payment of all installments delinquent under the agreement.

(C) No deposits shall be required of any customer under this paragraph except for amounts owed due to unauthorized interference, diversion or unauthorized use of the gas utilities service.

(D) Notwithstanding paragraph (5) of Rule 27 to the contrary, before discontinuance of service for nonpayment of a delinquent amount, the Company shall take into consideration to the extent feasible the balance of any of the customer's security deposit plus accrued interest to the delinquent amount to eliminate or reduce the amount required to avoid the discontinuance. This provision shall not apply to customers who have an amount owed due to unauthorized interference, diversion or unauthorized use of the gas utilities service.

(E) Late payment charges shall not be assessed on the deferral amount of any agreements entered into under this section, nor shall the Company charge customers interest on the account balance for the deferral period.

(F) The cost of complying with the special provisions of this paragraph (13) of this rule shall be recovered by the Company in accordance with the Stipulation and Agreement in Case No. GR-2001-629.

(G) This section shall be in effect through March 31, 2002.

DATE OF ISSUE

Month Day Year

DATE EFFECTIVE

Month Day Year

ISSUED BY

Name of Officer

Title

Address

P.S.C. MO. No. 5 Consolidated, First Revised Sheet No. R-41  
CANCELLING P.S.C. MO. No. 5 Consolidated, Original Sheet No. R-41

Laclede Gas Company

Name of Issuing Corporation or Municipality

For

Refer to Sheet No. R-1

Community, Town or City

RULES AND REGULATIONS

31. Excess Flow Valves:

In accordance with Federal Pipeline Safety Regulations 49 CFR 192.383, the Company shall notify customers of the availability of the Company to install an excess flow valve prior to the installation of a new or replacement service line that is operated at a pressure of at least 10 psig. If a customer requests the installation of an excess flow valve, such installation shall be made only upon agreement of the customer to pay the installation cost and future maintenance, replacement or removal costs that are specified on Tariff Sheet No. 31-a. Future maintenance or replacement necessitated by an excess flow valve malfunction will not result in a charge to the customer if such malfunction is attributable to debris in the Company's natural gas system or reimbursable under a manufacturer's warranty.

32. Gas Service Initiation:

The Company shall charge its customers for the initiation of gas service except for owners of rental property where the owner agrees through written application to the Company to establish service in his/her name during periods of vacancy of rental unit(s).

The charge for service initiation is set forth in Sheet No. 31-a. Such charges shall be made only when Company personnel are required to go to a particular address to initiate service.

Separate charges for the reconnection of service after discontinuance of service by the Company or the customer are provided for in Sheet No. 30.

DATE OF ISSUE

Month Day Year

DATE EFFECTIVE

Month Day Year

ISSUED BY

Name of Officer

Title

Address



P.S.C. MO. 5 Consolidated, Original Sheet No. R-42  
CANCELLING All Previous Schedules

Laclede Gas Company  
Name of Issuing Corporation or Municipality

For Refer to Sheet No. R-1  
Community, Town or City

RULES AND REGULATIONS

33. Off-System Sales

(1) Definitions:

Off-system marketing Sales (OS-Sales) are herein defined as any Company sale of gas, or gas bundled with pipeline transportation, made to parties at locations off the Company's distribution system. Subject to any waivers or approved modifications, OS-Sales made to an affiliate of the Company shall be accounted for in accordance with the Company's Cost Allocation Manual or, if and when applicable, the Commission's affiliate transaction rules.

Off-system Sale Revenues (OS-Revenues) are the actual revenues received by the Company from an OS-Sale.

Cost of Gas Supply (CGS) is the commodity cost related to the purchase of gas supply, exclusive of transportation costs.

Off-system Cost of Gas Supply (OS-CGS) is the CGS related to the purchase of gas supply for a proposed OS-Sale. In determining the OS-CGS, the costs of gas supplies: (1) which have been procured on behalf of the Company's on-system customers for a period greater than one month; and (2) which have a commodity price at the time of the OS-Sale that has been altered from an indexed price as a result of a hedge in a physical gas supply contract, shall not be considered. Nor shall the Company use such gas supplies for OS-Sales, unless the Company determines, and provides sufficient information to verify, that selling such gas supplies is not detrimental to its customers. Subject to the foregoing exclusion of certain gas supplies, the OS-CGS is equal to the highest CGS from the CGS-Schedule (as defined below) associated with the quantity of actual OS-Sales for the pipeline on which the sale is made, unless a lower CGS is documented and supported in accordance with the provisions of Section 3 of this rule. The total OS-CGS to be booked as a cost to the OS-Sales Accounts shall be equal to the sum of the multiplication of the gas cost of each individual transaction by the associated quantities actually sold as shown on the CGS-Schedule.

Off-system Cost of Transportation (OS-COT) is the incremental cost of transportation related to the delivery of the gas supply for an OS-Sale to the point of delivery. The OS-COT shall include all commodity related transportation costs, including fuel, associated with the OS-Sale. The OS-COT shall not include non-commodity related LDC system supply transportation costs.

Off-system Net Revenue (OS-Net-Revenue) is equal to OS-Revenues minus OS-CGS and OS-COT.

DATE OF ISSUE

Month Day Year

DATE EFFECTIVE

Month Day Year

ISSUED BY

Name of Officer

Title

Address

P.S.C. MO. 5 Consolidated, Original Sheet No. R-43  
CANCELLING All Previous Schedules

Laclede Gas Company  
Name of Issuing Corporation or Municipality

For Refer to Sheet No. R-1  
Community, Town or City

RULES AND REGULATIONS

33. Off-System Sales (continued)

(2) Accounting:

The Company shall maintain separate revenue and expense accounts to record its OS-Sales transactions, which accounts shall be audited and subject to modification by the Commission at the same time the Company's other gas costs for system supply purposes are reviewed pursuant to the ACA process. Each OS-Sales transaction shall be accounted for and analyzed separately.

(3) Record Keeping:

For the first day of each month and for each day where a subsequent change in the cost of gas supplies or in the cost of delivery thereafter occurs, the Company shall construct and retain a CGS-Schedule. This CGS-Schedule shall provide contract volumes, scheduled volumes, available volumes, unit commodity cost of gas, and unit transportation costs associated with the delivery of gas to the Company's city gate for all of the Company's gas supply contracts. The CGS-Schedule will also provide information relating to any OS-Sales. This information will include the location of sale, volume sold, sales price, total revenue from the sale, the unit commodity cost of gas used for the sale, unit transportation costs to point of sale, any other costs or cost reductions associated with the sale (e.g. avoided penalty costs) and the total costs associated with the sale.

To the extent that the CGS-Schedule costs associated with the OS-Sales are different than the costs accrued for each transaction, the Company will prepare and retain a complete explanation and related records regarding such difference. If the CGS associated with the volumes of gas distributed to the Company's system sales customers is at a higher cost than the OS-CGS for the OS-Sale, the Company shall document all reasons for each such occurrence and shall retain the documentation explaining such costing.

In the event the OS-CGS assigned to the OS-Sale is less than the highest price, as described herein, nothing in this tariff shall preclude the review of such transaction or impair a party's right to propose an adjustment in connection with such transaction in the relevant ACA proceeding.

(4) Limitation on Sales:

The Company's OS-Sales shall be made on an as-available basis.

The Company shall make no individual OS-Sale where a negative margin results, unless the Company determines and documents that such a transaction is not detrimental to the Company's customers.

DATE OF ISSUE  
Month Day Year

DATE EFFECTIVE  
Month Day Year

ISSUED BY  
Name of Officer Title Address

# Laclede Gas Company

## Proposed Revenue Allocation by Rate Class

(\$ Millions)

Rate Class	(1) Current * Non-Gas Revenues \$	(2) %	(3) Allocate by Non-Gas \$11,985,000	(4) Total Adjustment to Class	(5) Total Margin Rate Increase	(6) % Increase (Margin Rate Increase)	(7) Total Increase Including Svc. Int. Fee	(8) % Increase Including Svc. Int. Fee	(9) Total Margin Rate Revenues Including Gas Costs ** \$	(10) %
GS Residential	\$165,939,617	77.6%	\$9,298,561	-\$365,000	\$8,933,561	5.38%	\$12,679,168	7.64%	\$413,180,232	2.21%
GS-C & I	\$35,466,972	16.6%	\$1,987,420	\$474,840	\$2,462,260	6.94%	\$2,714,871	7.65%	\$133,746,940	1.88%
Large Volume	\$2,561,530	1.2%	\$143,537	\$80,000	\$223,537	8.73%	\$224,271	8.76%	\$12,870,279	1.77%
Interruptible	\$439,541	0.2%	\$24,630	\$8,848	\$33,478	7.62%	\$33,566	7.64%	\$1,918,704	1.78%
Liquid Propane	\$35,502	0.0%	\$1,989	\$721	\$2,710	7.63%	\$2,710	7.63%	\$112,756	2.46%
Gas Lights	\$26,221	0.0%	\$1,469	\$533	\$2,002	7.64%	\$2,002	7.64%	\$83,285	2.46%
Vehicle Fuel	\$2,862	0.0%	\$160	\$58	\$218	7.63%	\$218	7.63%	\$28,080	0.78%
LVTSS Basic	\$5,940,320	2.8%	\$332,871							
LVTSS Firm	\$3,468,526	1.6%	\$194,362							
Total Transportation	\$9,408,846	4.4%	\$527,232	-\$200,000	\$327,232	3.48%	\$328,192	3.49%	\$9,736,078	3.48%
Total	\$213,881,091	100.0%	\$11,985,000	\$0	\$11,985,000	5.60%	\$15,985,000	7.47%	\$571,676,355	2.14%

\* Non-Gas Revenues do not reflect rate switching after February 2001.

\*\* Transportation Revenues reflect no gas costs.

**Cold Weather Default Emergency Rule  
Dollar & Measurement Matrix**

<b>Customer Groups in Default of Cold Weather Agreements</b>	<b>Rule Impact @ Reconnection</b>	<b>Rule Impact After Reconnection if Customers Pay Bills</b>	<b>Rule Impact After Reconnection if Customers Do Not Pay Bill</b>
<b>Customers that <u>would</u> have reconnected without the emergency rule provisions</b>	Receive less monies upon reconnection	Interest costs on monies not collected up-front	Additional Bad Debts equivalent to reduction in receipt of up-front monies and interest costs on monies not collected up-front
<b>Customers that <u>would not</u> have reconnected without the emergency rule provisions</b>	Receive more monies than amounts realized through normal collection practices	Reduction in bad debts equivalent to monies received in excess of amounts realized through normal collection practices	Additional bad debts equivalent to unpaid portion of 2001-2002 winter bill

## Cold Weather Default Emergency Rule

### Dollar & Measurement Matrix

Measurement Characteristics	Basis
Customers that <u>would</u> have reconnected without the emergency rule provisions	Historical experience of the number or percentage of customers that connect in previous winters
Customers that <u>would not</u> have reconnected without the emergency rule provisions	Difference between actual customers connected in default of cold weather agreements and historical experience of the number or percentage of customers that connect in previous winters.
Receive less monies upon reconnection	Difference between actual receipts and benchmark established from sample of prior customer arrangements.

## **Cold Weather Default Emergency Rule**

### **Dollar & Measurement Matrix**

<b>Measurement Characteristics</b>	<b>Basis</b>
<b>Receive more monies than amounts realized through normal collection practices</b>	Difference between actual receipts and benchmark established from percentage of monies realized through historical collection practices.
Interest costs on monies not collected up-front	Application of company's short-term debt interest rate to relevant amounts

**Cold Weather Default Emergency Rule  
Dollar & Measurement Matrix**

<b>Measurement Characteristic</b>	<b>Basis</b>
Additional Bad Debts equivalent to reduction in receipt of up-front monies and interest costs on monies not collected up-front	Difference between actual receipts and benchmark established from sample of prior customer arrangements. Application of company's short-term debt interest rate to relevant amounts
<b>Reduction in bad debts equivalent to monies receive in excess of amounts realized through normal collection practices</b>	Difference between actual receipts and benchmark established from percentage of monies realized through historical collection practices.
<b>Additional bad debts equivalent to unpaid portion of 2001-2002 winter bill</b>	Actual customer billing records.

LACLEDE GAS COMPANY CASE NO. GR-2001-629 DEPRECIATION RATES				
ACCOUNT NUMBER	ACCOUNT	DEPRECIATION RATES (%)	AVERAGE SERVICE LIFE (YEARS)	IOWA CURVE
305.00	STRUCTURES & IMPROVEMENTS	1.64%	61	R1
307.00	OTHER POWER EQUIPMENT	0.00%	38	R1
311.00	LPG EQUIPMENT	3.23%	31	R1
311.10	LPG STORAGE CAVERNS	1.00%	100	SQ
351.20	COMPRESSOR STATION STRUCTURES	3.13%	32	L0
351.40	OTHER STRUCTURES-UND. GND. STOR.	1.89%	53	L0
352.00	WELLS-UND GND. STOR.	0.00%	88	SQ
352.20	RESERVOIRS-UND. GND. STOR.	1.27%	79	SQ
352.30	NON-RECOVERABLE NATURAL GAS	0.00%	45	SQ
352.40	WELLS-OIL & VENT GAS	2.50%	40	R3
353.00	LINES-UND. GND. STOR.	1.33%	75	R2
354.00	COMPRESSOR STATION EQPT	2.04%	49	S2.5
355.00	MEASURING & REGULATING EQPT.	2.33%	43	S1
356.00	PURIFICATION EQPT.	2.27%	44	S0.5
357.00	OTHER EQPT.	1.54%	65	S1.5
361.00	STRUCTURES-OTHER STORE PLANT	0.00%	98	R1
362.00	GAS HOLDERS	0.00%	98	R1
363.30	COMPRESSOR EQUIPMENT	0.00%	80	SQ
371.70	OTHER EQUIPMENT-TRANSMISSION- MONAT	0.00%	65	S1.5
375.10	STRU. & IMPR.-DISTR.-MEAS. & REG.	1.11%	90	L4
375.20	STRU. & IMPR.-DISTR.-SVC. CENTERS	1.27%	79	R0.5
375.30	STRU. & IMPR.-DISTR.-GARAGES	1.39%	72	R0.5
375.40	STRU. & IMPR.-DISTR.-ST.CHARLES	1.11%	90	L4
375.70	STRU. & IMPR.-MONAT	2.00%	50	R0.5
375.90	STRU. & IMPR.-MIDWEST	2.00%	50	R0.5
376.01	MAINS--STEEL* (INCLUDES ACCOUNT 367.70 TRANSMISSION MAINS)	1.27%	79	R2
376.02	MAINS--CAST IRON*	1.25%	80	R0.5
376.03	MAINS--PLASTIC & COPPER*	1.43%	70	R3
378.01	MEASURING & REGULATING STATION EQUIPMENT	2.27%	44	S1.5
379.01	MEASURING & REGULATING STATION EQUIPMENT-CITY GATE CHECK STATIONS	2.27%	44	S1.5
380.01	SERVICES--STEEL*	2.27%	44	R0.5
380.02	SERVICES--PLASTIC & COPPER*	2.22%	45	R2
381.01	METERS*	2.63%	38	S0.5
383.01	HOUSE REGULATORS*	2.13%	47	R3
385.01	COMMERCIAL & INDUSTRIAL REGULATING EQUIPMENT	3.57%	28	S0
386.10	OTHER PROPERTY ON CUSTOMERS' PREMISES LP GAS SYSTEMS	0.00%	26	R0.5
386.90	OTHER PROPERTY ON CUSTOMERS' PREMISES-MIDWEST	0.00%	26	R0.5
387.01	OTHER EQUIPMENT	3.57%	28	L1.5
390.01	STRUCTURES & IMPROVEMENTS	2.00%	50	L0.5
391.01	OFFICE FURNITURE & EQUIPMENT	3.23%	31	L0
391.02	DATA PROCESSING SYSTEMS	10.00%	10	S1.5
391.03	MECHANICAL OFFICE EQUIPMENT	10.00%	10	L1.5
392.01	TRANSPORTATION EQUIPMENT- AUTOMOBILES	16.67%	6	L2.5
392.02	TRANSPORTATION EQUIPMENT- TRUCKS	9.09%	11	L3
393.01	STORES EQUIPMENT	2.70%	37	L2
394.01	TOOLS, SHOP & GARAGE EQUIPMENT	2.38%	42	R0.5
395.01	LABORATORY EQUIPMENT	4.55%	22	L2
396.01	POWER OPERATED EQUIPMENT	8.33%	12	L2
396.02	POWER OPERATED EQUIPMENT- TRUCKS	8.33%	12	L4
397.01	COMMUNICATIONS EQUIPMENT	6.25%	16	S2.5
398.01	MISCELLANEOUS EQUIPMENT	3.85%	26	R0.5