

LACLEDE GAS COMPANY
720 OLIVE STREET
ST. LOUIS, MISSOURI 63101
(314) 342-0601

KENNETH J. NEISES
EXECUTIVE VICE PRESIDENT
ENERGY & ADMINISTRATIVE SERVICES

August 22, 2008

VIA EFIS

Secretary
Missouri Public Service Commission
Governor Office Building
200 Madison Street
Jefferson City, MO 65101

Dear Secretary:

Enclosed herewith for filing with the Missouri Public Service Commission are the following revised tariff sheets which are applicable to both divisions of Laclede Gas Company:

P.S.C. MO. No. 5 Consolidated
Original Sheet No. R-11-a
Original Sheet No. R-11-b
Original Sheet No. R-11-c
Original Sheet No. R-11-d

In the Company's last general rate case proceeding, Case No. GR-2007-0208, the Company filed several tariff sheets to clarify its liability for damages occurring on customer piping and equipment beyond the Company's meter. Even though the settlement of such case ultimately did not include any tariff revisions in this area, it was understood that the Company would subsequently make a separate tariff filing, represented by the enclosed revisions, to address such a clarification. It should be noted that, prior to the instant filing, the Company provided the Staff with a draft of its proposed tariff revisions, and the enclosed sheets incorporate modifications suggested by the Staff. The Company has also provided a four month period before the effective date of such sheets in order to allow additional time for discussion.

These revised tariff sheets have an issue date of August 22, 2008 and an effective date of December 22, 2008.

Sincerely,



Enclosures
cc: Office of the Public Counsel

**P.S.C. MO. No. 5 Consolidated, Original Sheet No. R-11-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

12-a. Company's Liability

Customer Equipment shall mean all appliances, piping, vents, connectors, valves, fittings or any other gas utilization or distribution equipment at or on the Customer's side of the Point of Delivery.

Point of Delivery shall be that point where the Company delivers metered gas (outlet of Company gas meter) to the Customer's installation unless otherwise specified in the service agreement. The gas supplied by Company becomes the property of Customer at the Point of Delivery.

The Company shall be responsible for the safe transmission and distribution of gas until it passes the Point of Delivery to the Customer. Compliance by the Company with Safety Standards of the Pipeline Safety Regulations of the State of Missouri, 4 CSR 240-40.030, and the Pipeline Safety Regulations issued by the U.S. Department of Transportation, 49 CFR Part 192, shall constitute the safe transmission and distribution of gas by the Company and shall constitute full compliance with the Company's duties and obligations in the transmission and distribution of gas, including common law duties. Compliance with said regulations shall constitute a complete defense for the Company in any lawsuit against the Company by the Customer or any other person or entity for loss, damage or injury to persons or property, or death, arising in whole or in part from the transmission and distribution of gas by the Company.

The Company does not own Customer Equipment, nor is it responsible for the design, installation, inspection, operation, repair, condition or maintenance of Customer Equipment, except as provided by 4 CSR 240-40.030(10)(J) and (12)(S), or unless the Company expressly agrees in writing to assume such obligations. As with any equipment, Customer Equipment can be defective, fail, malfunction or fall into disrepair at any time, and Customer shall be deemed to be aware of this fact. Any obligation or liability assumed by or imposed on the Company for installation, repair, inspection, testing, operation, or maintenance of Customer Equipment or for providing any warnings in connection with the operation and use of such Customer Equipment shall expire 90 days after such work has been completed, provided that Company shall have no liability for any loss, injury or damage to persons or property, or death, that is caused in whole or in part by the failure of a piping

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Month Day Year

DATE EFFECTIVE December 22, 2008
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ISSUED BY K.J. Neises, Executive Vice President, 720 Olive St., St. Louis, MO 63101
Name of Officer Title Address

P.S.C. MO. No. 5 Consolidated, Original Sheet No. R-11-b
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

12-a. Company's Liability (continued)

installation, including its fittings, connectors and coupling, that was installed in compliance with the applicable regulations listed above and provided further that the Company's obligation to provide warnings or safety information of any kind to the Customer shall be limited to the obligations that are imposed by Sections (1)(K), (1)(L) and (12)(S) 2 of the Safety Standards of the Pipeline Safety Regulations of the State of Missouri, 4 CSR 240-40.030(1)(K)-(L), (12)(S) 2; and Section 192.16 of the Pipeline Safety Regulations of the U.S. Department of Transportation, 49 CFR 192.16. Compliance with the aforesaid regulations shall constitute a complete defense and bar to any claims or lawsuit by the Customer or anyone else against the Company for loss, damage or injury to persons or property, or death, alleging the breach of any duty to warn or provide safety information. Delivery of warnings and information by the Company to the Customer may be made by means of a brochure or similar document that is included in the mailing envelope for a billing statement addressed to the Customer. No special language or legend is required on the envelope in which such notices are delivered. Such delivery in the United States mail, postage prepaid, shall constitute compliance with the aforesaid regulations.

The customer shall ensure that all Customer Equipment is suitable for the use of natural gas and shall be designed, installed, inspected, repaired and maintained by the Customer and at the Customer's expense in a manner approved by the public authorities having jurisdiction over the same, and in good and safe condition in accordance with all applicable codes. The owner/customer shall be responsible at all times for the safekeeping of all Company property installed on the premises being served, and to that end shall give no one, except the Company's authorized employees, contractors or agents, access to such property. The owner/customer of the premises being served shall be liable for and shall indemnify, hold harmless and defend the Company for the cost of repairs for damage done to Company's property due to negligence or misuse of it by the owner/customer or persons on the premises affected thereby.

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Name of Officer

Title

Address

P.S.C. MO. No. 5 Consolidated, Original Sheet No. R-11-c
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

12-a. Company's Liability (continued)

Subject to the Company's responsibility for the safe transmission and distribution of gas as provided in this rule, and except as otherwise provided for herein, (A) Company shall not be liable to Customer or anyone else, and Customer shall indemnify, hold harmless and defend the Company from and against any and all liability, claims, proceedings, suits, cost or expense for any loss, damage or injury to persons or property, or death, in any manner directly or indirectly connected with or arising out of, in whole or in part, the release or leakage of gas on the Customer's side of the Point of Delivery, or from any failure of or defective, improper or unsafe condition of any Customer Equipment; and, without limitation of the foregoing, (B) Customer shall indemnify, hold harmless and defend the Company from and against any and all liability, claims, proceedings, suits, cost or expense for any loss, damage or injury to persons or property, or death, arising in whole or in part from (i) a leak and ignition of gas from Customer Equipment, or (ii) a release of carbon monoxide from Customer Equipment.

Company will use reasonable diligence to furnish continuous gas service to Customer, but does not guarantee the supply of gas service against irregularities or interruptions. Company shall not be considered in default of its service agreement with customer and shall not otherwise be liable for any damage or loss occasioned by interruption, failure to commence delivery, or failure of service or delay in commencing service due to accident to or breakdown of plant, lines, or equipment, strike, riot, act of God, order of any court or judge granted in any bonafide adverse legal proceedings or action or any order of any commission or tribunal having jurisdiction; or, without limitation by the preceding enumeration, any other act or things due to causes beyond Company's control, or attributable to the negligence of the Company, its employees, contractors or agents.

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**P.S.C. MO. No. 5 Consolidated, Original Sheet No. R-11-d
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Laclede Gas Company
Name of Issuing Corporation or Municipality

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

RULES AND REGULATIONS

12-a. Company's Liability (continued)

The Company's obligation to odorize gas supplied to the Customer shall be limited to compliance with 40 CSR 240-40.030(12)(P). The Company shall not have any duty to warn or advise Customer regarding the limitations of any odorant used by Company in compliance with 40 CSR 240-40.030(12)(P), and shall not have any liability to Customer or anyone else for failure to provide such warnings or advice. The Company shall not have any duty to warn or advise Customer regarding the availability of any supplemental warning devices or equipment, including, but not limited to, electronic gas detectors, that might be used to provide a warning of leaking gas, and shall not have any liability to Customer or anyone else for failure to provide such warnings or advice.

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