

3. The only issue relating to this matter that has not been resolved by the Parties relates to the funding levels for these programs, which issue has been submitted to the Commission for its determination. Blanks have been left in the specimen tariff to reflect the decision made by the Commission

Other Provisions

4. Except as otherwise expressly specified herein, none of the signatories to this Stipulation and Agreement 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, depreciation or revenue-related method, 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 and Agreement in this or any other Commission or judicial review or other proceeding, except as otherwise expressly specified herein. Nothing in this Stipulation and Agreement shall preclude the Staff in future proceedings from providing recommendations as requested by the Commission nor limit Staff's access to information in any other proceedings. Nothing in this Stipulation and Agreement shall be deemed a waiver of any statute or Commission regulation.

5. This Stipulation and Agreement has resulted from extensive negotiations among the signatories and the terms hereof are interdependent. In the event that the Commission does not approve this Stipulation and Agreement, or approves this Stipulation and Agreement with modifications or conditions to which a Party to this proceeding objects, this Stipulation and Agreement shall be void and no signatory shall be bound by any of the agreements or provisions hereof.

6. In the event the Commission accepts the specific terms of this Stipulation and Agreement, 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 536.070. (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). These waivers apply only to a Commission order regarding the issues addressed in this Stipulation in this above-captioned proceeding, and do not apply to any matters raised in any prior or subsequent Commission proceeding, or any matters not explicitly addressed by this Stipulation.

7. The Parties agree that all of the prefiled testimony submitted in this case, as well as affidavits prepared and filed by any of the Parties in lieu of a Memoranda in Support, that relates to any issue resolved by this Stipulation and Agreement shall be received into evidence without the necessity of the respective witnesses taking the stand.

8. The Staff shall have the right to provide, at any agenda meeting at which this Stipulation and Agreement is noticed to be considered by the Commission, whatever oral explanation the Commission requests. Staff shall, to the extent reasonably practicable, provide the other Parties with advanced notice of the agenda in which Staff will respond to the Commission's request for information. Staff's oral explanation shall be subject to public disclosure, except to the extent it refers to matters that are privileged, highly confidential, or proprietary.

9. If the Commission so requests, the Staff shall file suggestions or a memorandum in support of this Stipulation. Each of the other Parties shall be served with a copy of any such suggestions or memorandum and shall be entitled to submit to the Commission, within five (5) days of receipt of Staff's suggestions or memorandum, responsive suggestions or a responsive memorandum which shall also be served on all parties to the case. The contents of any memorandum provided by any party are its own and are not acquiesced in or otherwise adopted by the other Parties in this case, whether or not the Commission issues an Order approving this Stipulation.

10. To assist the Commission in its review of this Stipulation, the Parties also request that the Commission advise them of any additional information the Commission may desire from the Parties relating to the matters addressed in this Stipulation, including any procedures for furnishing such information to the Commission.

11. The non-signatory parties to this case have had an opportunity to review this Partial Stipulation and Agreement and have indicated they will not object to it or request a hearing on the issues resolved.

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 Partial Stipulation and Agreement.

Respectfully submitted,

/s/ Rick E. Zucker

Rick E. Zucker #49211

Associate General Counsel

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ATTORNEY FOR THE
CONSUMER COUNCIL OF MISSOURI

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been served through electronic mail this 9th day of January, 2018, to all parties on the Commission's service list in this case.

/s/ Mark Johnson

**P.S.C. MO. No. 5 Consolidated, Original Sheet No. R-49 CANCELLING
All Previous P.S.C. Mo. No. 5 Consolidated Sheet Nos. R-1 to R-56**

Laclede Gas Company
Name of Issuing Corporation or Municipality

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

RULES AND REGULATIONS

36. Experimental Low-Income Energy Affordability Program

This Low-Income Energy Affordability Program (the "Program") is provided to eligible customers in the service territories of LAC and MGE under terms approved by the Commission in Case Nos. GR-2017-0215 and GR-2017-0216.

1. The Program will be jointly administered by the LAC and MGE and selected Community Action Agencies and other similar social service agencies (CAA) in the LAC and MGE service territories. Compensation to the CAA for these duties will be negotiated between the Company, Staff, Public Counsel and the CAA, but shall be no greater than 10% of Program Funds.
2. All households enrolling in the Program shall be required to register with a CAA, apply for any energy assistance funds for which they might be eligible, and review and agree to implement cost-free, self-help energy conservation measures identified by the CAA. In addition, all applicants will be provided with basic budgeting information, as well as information about other potential sources of income such as the Earned Income Tax Credit. The CAA may use household registration from other assistance programs to determine eligibility for the Program. The CAA shall also make an effort to identify eligible participants who, because of their payment history or other factors, have a greater opportunity to successfully complete the program.
3. The Program shall be funded at a total annual level not to exceed \$_____ for LAC and \$_____ for MGE (of which no more than 10% shall be set aside annually for each operating unit to pay for the administrative costs specified above) and shall consist of the Fixed Charge Assistance Program (FCAP) and the Arrearage Repayment Program (ARP). Such total funding level shall not be increased or decreased prior to the effective date of rates in the Company's next general rate case proceeding, provided that any amounts not spent in any annual period shall be rolled over and used to fund the Programs in the next annual period. Upon termination of the Programs, any unspent amounts shall be used to fund low-income energy assistance, low-income weatherization, or energy efficiency programs for customers who receive natural gas services from Laclede.
4. Fixed Charge Assistance Program. Assistance under the FCAP shall be made available to households with incomes ranging from 0% to 185% of the FPL. Such assistance shall be made available to eligible customers in the form of a monthly credit equal to \$20 or the amount of the customer's current bill, whichever is less. Households with incomes ranging from 0% to 135% of the FPL shall be eligible for an additional monthly credit of \$30 during the months of November through April.

DATE OF ISSUE April 11, 2017
Month Day Year

DATE EFFECTIVE May 11, 2017
Month Day Year

ISSUED BY C. Eric Lobser, VP Regulatory and Governmental Affairs, 700 Market St., St. Louis, MO 63101
Name of Officer Title Address

**P.S.C. MO. No. 5 Consolidated, Original Sheet No. R-50 CANCELLING
All Previous P.S.C. Mo. No. 5 Consolidated Sheet Nos. R-1 to R-56**

Laclede Gas Company

Name of Issuing Corporation or Municipality

For

Refer to Sheet No. R-1

Community, Town or City

RULES AND REGULATIONS

36. Low-Income Energy Affordability Program (continued)

5. Any customer entering the FCAP who has arrearages remaining after making the initial payment required under the Cold Weather Rule, or any other payment required to maintain or obtain service, shall also be required to enroll in the Arrearage Repayment Program. Any customer who successfully participates in the FCAP shall also be eligible to participate in the Summer ARP. Eligible customers who do not have any arrearages may enroll solely in the FCAP program.
6. Arrearage Repayment Program. The ARP shall be made available to households with incomes ranging from 0% to 185% FPL.
7. LAC and MGE will work with the CAAs to provide them with information necessary to identify households with past-due accounts that may be eligible for the ARP.

DATE OF ISSUE

April 11, 2017

Month Day Year

DATE EFFECTIVE

May 11, 2017

Month Day Year

ISSUED BY

C. Eric Lobser, VP Regulatory and Governmental Affairs, 700 Market St., St. Louis, MO 63101

Name of Officer

Title

Address

**P.S.C. MO. No. 5 Consolidated, Original Sheet No. R-51 CANCELLING
All Previous P.S.C. Mo. No. 5 Consolidated Sheet Nos. R-1 to R-56**

Laclede Gas Company

Name of Issuing Corporation or Municipality

For

Refer to Sheet No. R-1

Community, Town or City

RULES AND REGULATIONS

36. Low-Income Energy Affordability Program (continued)

8. Customers may enroll in the ARP in October – December period or April – June period. Customers enrolling in October – December may receive an arrearage repayment in an amount sufficient to cover the difference between any LIHEAP grant or other energy assistance grant received by the customer and the arrearage repayment amount required to maintain or restore gas service, provided that the amount provided by the Program shall not exceed \$300 annually and the customer pays 10% of such amount. Subsequent arrearage repayments made by the customer for any remaining arrearage balance shall be matched by the Company until the balance is fully paid. For customers who enroll in the ARP in the months of April through June, the ARP will provide arrearage repayment assistance upon the following terms:
 - The customer shall first make a payment sufficient to reduce his or her arrearage balance by 10% of the unpaid balance. Upon making this initial payment, the customer will receive an ARP credit equivalent to 10% of his or her arrearage balance to be paid from Program funds.
 - Each month thereafter, the customer will receive an additional ARP credit equivalent to 10% of the original arrearage balance, provided that the customer makes an equivalent 10% payment to reduce the arrearage balance.
9. When a customer's arrearage has been repaid, he or she will no longer be eligible for the ARP.
10. While the customer is successfully participating in the ARP, he or she will not incur late payment charges on the outstanding arrearage balance amounts covered under the Program agreement; however, a customer will be allowed one late payment during both the summer (May-October) and winter (November-April) months without incurring late fees or losing eligibility to remain in the Program, provided that the customer pays all amounts owed under the Program by the next applicable billing payment date.
11. If a customer fails to satisfy the requirements of the ARP, then he or she will be terminated from the Program, unless the CAA determines and notifies the Company that, in its judgment, there have been 'extenuating circumstances' that make this action inappropriate and the Company agrees with such determination.

DATE OF ISSUE

April 11, 2017

Month Day Year

DATE EFFECTIVE

May 11, 2017

Month Day Year

ISSUED BY

C. Eric Lobser, VP Regulatory and Governmental Affairs, 700 Market St., St. Louis, MO 63101

Name of Officer

Title

Address

**P.S.C. MO. No. 5 Consolidated, Original Sheet No. R-52 CANCELLING
All Previous P.S.C. Mo. No. 5 Consolidated Sheet Nos. R-1 to R-56**

Laclede Gas Company

Name of Issuing Corporation or Municipality

For

Refer to Sheet No. R-1

Community, Town or City

RULES AND REGULATIONS

36. Low-Income Energy Affordability Program (continued)

12. Neither the FCAP nor the ARP will affect any of the provisions of the Cold Weather Rule, including the initial payment requirements thereunder; provided, however, that the monthly amounts due after deducting Bill Payment Assistances shall be substituted in lieu of the monthly budget plan payments due under the Cold Weather Rule and in section 10(B) of the Company's tariff under the Cold Weather Maintenance of Service.
13. Program tracking information will be collected by the Company and the CAA. The information to be collected, and the format in which it will be provided, is provided as Attachment 4A to the Stipulation and Agreement. This information will be made available to all Parties in early July of each year in an electronic version.
14. Representatives of the Parties, including the Company, Staff, Public Counsel, Division of Energy, NHT and the Consumers Council, in consultation with the CAAs, will meet beginning no later than 120 days after the effective date of new tariffs approved in Case Nos. GR-2017-0215 and GR-2017-0216 to discuss the process for evaluating the effectiveness of the current Program as well as potential enhancement to the parameters and structure of the Program for potential implementation for the winter of 2019/2020. Subject to the requirements of paragraph 3, any revisions to the design or parameters of the FCAP and ARP Programs shall be proposed for the Commission's consideration no later than May 1, 2019.
15. Any disagreement as to the interpretation, implementation of or redesign of the Programs may be taken to the Commission for a decision.

DATE OF ISSUE

April 11, 2017

Month Day Year

DATE EFFECTIVE

May 11, 2017

Month Day Year

ISSUED BY

C. Eric Lobser, VP Regulatory and Governmental Affairs, 700 Market St., St. Louis, MO 63101

Name of Officer

Title

Address