

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**

In the Matter of Laclede Gas Company’s	)	File No. GR-2017-0215
Request to Its Revenues for Gas Service	)	Tariff No. YG-2017-0195

In the Matter of Laclede Gas Company d/b/a )		File No. GR-2017-0216
Missouri Gas Energy’s Request to Increase )		Tariff No. YG-2017-0196
Its Revenues for Gas Service )		

**PARTIAL STIPULATION AND AGREEMENT**

On April 11, 2017, Laclede Gas Company (“Laclede”), now known as Spire Missouri Inc. d/b/a Spire (the “Company”), filed revised tariff sheets reflecting increased rates for gas service provided to customers in its eastern Missouri service area (now known as Spire Missouri East but referred to herein as “LAC”). The revised tariff sheets had a proposed effective date of May 11, 2017 and reflected an overall increase of approximately \$58.1 million, consisting of an incremental increase of approximately \$28.6 million, in addition to approximately \$29.5 million in revenues that were already being recovered through LAC’s Infrastructure System Replacement Surcharge (“ISRS”).

On that same date, Laclede Gas Company d/b/a Missouri Gas Energy (now known as Spire Missouri West but referred to herein as “MGE”) also filed revised tariff sheets reflecting increased rates for gas service provided to customers in its western Missouri service area. These revised tariff sheets also had a proposed effective date of May 11, 2017, and reflected an overall increase of approximately \$50.4 million, consisting of an incremental increase of approximately \$37 million in addition, to approximately \$13.4 million in revenues that were already being recovered through MGE’s ISRS.

In addition to the proposed tariff sheets, the Company also submitted minimum filing requirements and prepared direct testimony for both LAC and MGE in support of the requested rate increases. By Order dated May 19, 2017, the Commission suspended the proposed tariff sheets and established due dates for interventions and the filing of a procedural schedule in the two proceedings. By subsequent orders, the Commission granted the applications to intervene filed by Consumers Council of Missouri; MoGas Pipeline, LLC; USW Local 11-6; the City of St. Joseph, the Missouri Department of Economic Development - Division of Energy, the Missouri Industrial Energy Consumers; the Missouri School Boards' Association, the Midwest Energy Consumers Group, the National Housing Trust and the Environmental Defense Fund.

As a result of scheduled settlement discussions on November 2 and 3, and subsequent discussions, all of the parties to the cases have either agreed to the terms of this Partial Stipulation and Agreement or indicated that they will not oppose it. These agreed upon terms include the following:

**Recommended Revenue Requirement Exclusive of Disputed Issues**

1. The Parties agree that the revenue impacts of these resolved issues for LAC and MGE shall be included in the EMS run to be provided by Staff by December 12, 2017, which shall be subject to final review. Such revenue requirement amounts do not include the value of the issues that have not yet been resolved.

**Class Structure**

2. The Parties agree that the restructuring of customer classes proposed by the Company in these cases, including the adoption of a Small General Service and Large

General Service Class for both LAC and MGE, should be adopted. The Parties further agree that LAC's seasonal air conditioning rate class should be eliminated.

**Agreed Upon Tariff Modifications**

3. As part of this Stipulation and Agreement, LAC and MGE are no longer seeking approval of the specific tariff sheets and rate schedules filed in this case on April 11, 2017, that are applicable to the matters resolved herein. Instead, the Parties agree that the Commission should approve the specimen tariff sheets set forth in Attachment 1 attached hereto and fully incorporated by reference, as replacements for the corresponding tariff sheets set forth in in their April 11, 2017, filings. The attached specimen tariff sheets reflect a significant number of changes to the existing and proposed tariffs of LAC and MGE. These include, among others:

A. New tariff provisions to govern the pricing and installation of excess flow valves;

B. New tariff provisions that redefine Residential Customer for MGE so that MGE, like LAC, will neither bill the General Service rate to landlords when their rental units are temporarily vacant nor to residential home builders for initial service when building a new home, but instead will bill such customers at the Residential rate;

C. Modifications to the proposed tariff provisions for LAC and MGE relating to an Economic Development Rider;

D. Modifications to the Special Contracts Rider tariff provisions proposed for LAC and MGE, including its new designation as the Negotiated Gas Service Rider;

E. Modifications to the proposed tariff provisions for LAC and MGE relating to financing arrangements for certain extensions of its distribution facilities.

- F. Elimination of the Customer Confidentiality provision of MGE's tariff;
  - G. The reinsertion of tariff sheets for MGE relating to master meter arrangements, and the sale of gas to a customer that is located outside of its service territory but that cannot be practically served by another utility; and
  - H. Tariff provisions that update the loan limits and terms of LAC's EnergyWise and Insulation Financing programs, and introduce these programs in MGE territory.
  - I. Tariff provisions modifying the funding parameters and/or terms of LAC's and MGE's Red-Tag programs.
  - J. Tariff provisions that apply a Lost and Unaccounted For ("L&U") Gas factor of 1% to LAC's Transportation Customers beginning with the effective date of the tariffs approved by the Commission in Case No. GR-2017-0215, provided that Parties shall be free to propose a different L&U factor for such customers in LAC's next general rate case proceeding.
4. The Parties agree that legal descriptions of MGE's service territory and its Form of Service Agreements for certain customers will remain a part of its tariff but may be placed at a location in the back of its tariffs. The Parties further agree that LAC shall post such similar materials on its website with a reference in its tariffs to such materials, with an understanding that no substantive revisions shall be made to such materials without notice to the Commission.
5. The Parties agree that the Off-System Sales/Capacity Release Sharing Mechanism contained in the tariffs of both LAC and MGE shall be modified to eliminate the multiple sharing tiers and percentages in favor of a single sharing percentage under

which customers will receive 75% and LAC and MGE will receive 25% of the net margins achieved as a result of such off-system sales and capacity releases. The Parties further agree to Staff's recommendation that the net margins achieved by each operating unit continue to be distributed to customers within that operating unit.

6. The Parties agree that the Gas Supply Incentive Plan ("GSIP") tariff provisions currently in effect for LAC shall not be implemented for MGE at this time, and that LAC's GSIP shall be modified by: (i) changing the lower and upper pricing tiers that govern when gas cost savings under the GSIP can be shared to \$3.00 and \$6.50, respectively, and (ii) LAC assuming an obligation to notify Staff and OPC promptly upon any individual changes to its pipeline capacity equal to or greater than 10% of existing subscribed capacity, and shall work with OPC and Staff to set a new GSIP benchmark.

7. The Parties agree that the remaining changes proposed by the LAC and MGE to bring greater consistency between the accounting and other provisions of their respective PGA/ACA clauses, including use of LAC's ACA period for both LAC and MGE and the use of a single ACA factor for LAC, shall be adopted.<sup>1</sup>

### **Depreciation**

8. The signatories agree that depreciation rates will remain unchanged for both LAC and MGE. For ease of reference, those rates are set forth in Attachment 2, attached hereto and incorporated herein. This resolves all depreciation issues except those to be addressed in true-up related to AMR devices.

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<sup>1</sup> This settlement agreement does not resolve the issues raised by the Environmental Defense Fund of whether Laclede should have new PGA/ACA tariff provisions pertaining to costs associated with affiliated pipeline transportation agreements.

### **ISRS**

9. As required by Commission rules, the Company's current ISRS shall be reset to zero upon the effective date of new rates in this proceeding. Plant in service additions for inclusion in a future ISRS shall be limited to additions subsequent to September 30, 2017.

### **Insurance**

10. Laclede Insurance Risk Services, Inc. ("LIRS") is a reinsurance company regulated by the South Carolina Department of Insurance, and an affiliate of LAC and MGE. Neither LAC nor MGE shall be responsible for any of LIRS' business losses, nor entitled to any of LIRS' business profits.

### **St. Peters Lateral Costs**

11. The Parties agree that the development costs incurred by LAC in connection with the St. Peters Lateral project, which project enabled LAC to secure discounts from one of its pipeline supplies of a value substantially in excess of such costs, shall be amortized in rates over a four-year period at an annual amount of \$529,501. Such costs shall not be included in rate base.

### **Propane Related Issues**

12. The Parties agree that Paragraph 14 of the Stipulation and Agreement approved by the Commission in LAC's last rate case proceeding, Case No. GR-2013-0171, pertaining to "Propane-Related Issues", as set forth in Attachment 3 to this Partial Stipulation and Agreement shall remain in full force and effect.

### **Billing Conversion**

13. The Parties agree that LAC's proposal to implement term billing for MGE's customers shall not be implemented in these cases. The Parties recognize, however, that achieving consistency between how customers of LAC and MGE are billed is desirable and agree to work together between now and the next general rate case proceedings of LAC and MGE to evaluate how a single billing practice could be most effectively and appropriately implemented for both operating units.

### **Cost of Service Exclusion**

14. The Company agrees that the cost of alcoholic beverages shall not be included in the determination of the revenue requirement of LAC or MGE in their next general rate proceedings. The Parties also agree that the cost of service in this case does not include institutional advertising or MEDA dues.

### **Energy Efficiency Programs**

15. The Parties agree that the following terms and conditions shall govern the provision of energy efficiency programs by LAC and MGE after the effective date of the tariffs approved in Case Nos. GR-2017-0215 and GR-2017-0216:

A. EEC Membership and Process: The Energy Efficiency Collaborative ("EEC") for LAC and MGE shall function as an advisory group. The Company shall be responsible for all final decisions regarding its natural gas energy efficiency programs. The Company may file with the Commission proposed revised tariff sheets concerning design of its Energy Efficiency programs if it believes circumstances warrant changes. Prior to filing any such proposed revised tariff sheets with the Commission, the Company shall circulate those sheets for review and comment by the EEC. All new and revised

tariff sheets shall be filed in compliance with the Commission's promotional practices rules, unless otherwise approved by the Commission. Participation in the group shall not affect the participant's right to question the prudence of the planning and/or the implementation of energy efficiency programs at the time the Company files for Commission approval of new energy efficiency programs or budget changes as required herein or, in future cases, if such matters have not previously been approved by the Commission.

The advisory members of the EEC shall include the Staff of the Missouri Public Service Commission, the Office of the Public Counsel, the Division of Energy, the National Housing Trust, Renew Missouri, Consumers Council of Missouri, and other members that may be designated from time to time by agreement of the members or by Order of the Commission. The EEC shall meet on a periodic basis to discuss and provide input on energy efficiency measures and programs that LAC or MGE is proposing to adopt, modify or eliminate and to discuss and provide input on energy efficiency programs and measures that members may offer for consideration. The Company shall also provide EEC members with information regarding the ongoing performance of the various energy efficiency programs previously approved by the Commission.

B. Program Year: The program year will begin on October 1 and end on September 30 of the following year, except for the first year of each new program, in which case the program year will begin with the Commission-approved effective date of the tariff sheets originally filed to implement such program.



C. Program Tracking and Reporting: Within 45 days of the end of each calendar quarter the Company shall submit a status report to the EEC regarding the cost and participation of its conservation and energy efficiency programs including:

(a) The number of energy efficiency measures implemented, summarized by measure and customer type, for each calendar quarter and cumulatively for the fiscal year or program year. Measure types for Residential customers shall be summarized for each type of prescriptive equipment or service. Measure types for Commercial and Industrial customers shall be summarized for each type of prescriptive equipment or service, type of custom rebate, and for the audits;

(b) Funds invested in each energy efficiency program for each calendar quarter and cumulatively for the fiscal year or program year; and

(c) Estimated savings for each energy efficiency program for each calendar quarter and cumulatively for the fiscal year or program year.

D. Post-implementation Evaluation: A detailed post-implementation evaluation of the initial 2 years of each new program shall be completed within 6 months of the end of the second year of each program. Additionally, a detailed post-implementation evaluation of the Residential High Efficiency Rebate and Commercial and Industrial Rebate Programs will be completed at least once every three years with the first due on December 1, 2020. Where feasible, these reviews will include both process evaluations and cost effectiveness (impact) evaluations. Evaluations may be performed after less than two years of program implementation if the Company determines this is preferable. Further evaluation of existing programs may be performed as determined by the Company. Post-implementation evaluations will be submitted to the EEC upon

completion. Cost effectiveness of measures, programs and portfolio will be based on the California cost-effective tests utilizing discount rates set at the utility's weighted average cost of capital ("WACC").

E. Program Cost: Unless otherwise specified in the tariff, the budget for each Program shall be calculated annually by the Company and shared with the EEC prior to implementation. The budget for each Program will provide for incentive payments, marketing costs, and the Company's administrative costs.

F. Program Funding: Except as otherwise provided below, the Parties agree that there will be no increase in the Company's overall budget funding for Program Year 2018. Beginning October 1, 2018, the Company shall fund energy efficiency programs, on an annual basis, toward the goal of 0.75% of the rolling average of the Company's gross operating revenues for the previous three years, provided that such target levels may be exceeded by up to 20%, but may not exceed the 20% buffer without Commission approval. Further the 2018 annual budget for the Multi-Family Low-Income programs shall be \$900,000, subject to a potential upward adjustment within the 20% budget variance allowance referenced above; however, any unspent funds from this sub-budget will be made available for other programs in the following year. Subject to any applicable prudence review, all program expenditures shall be deferred and treated as a regulatory asset. Subject to any applicable prudence review, such deferred expenditures shall be amortized in rates over a ten-year period and included in the Company's rate base at its overall cost of capital beginning with the effective date of rates in the next general rate case proceedings of LAC and MGE. The current balance of unamortized energy

efficiency deferrals as of September 30, 2017, for LAC is \$13,331,607, and for MGE is \$15,336,254.

Each year, starting in the first year after the beginning of a Program Year, the Company will prepare a budget of program expenditures and will provide it to the EEC prior to its implementation. When the Company expects there will be an overall variance of 20% or more above or below the previous year's budget, the Company will submit its annual budget to the Commission for approval. The new budget will be used for the ensuing 12 months unless the Company determines there is a need to make changes within a budget year.

G. Changes to Tariff: The Parties agree that the following changes will be made to the energy efficiency program tariff sheets:

(1). Revisions shall be made that provide consistency between and, where appropriate, resolve differences between current LAC/MGE energy efficiency tariffs.

(2). Residential energy efficiency program tariff sheets shall apply to delivered savings in both "shared common areas" and "income-qualified dwelling units";

(3). The same procedures shall be outlined for LAC and MGE to help participating buildings access custom measures;

(4). Education of building operators and residents shall be added to Building Operating Certification programs for LAC and MGE;

(5). Furnace clean and checks shall be added to MGE direct install measure list;

(6). Provisions will be added, as necessary, to ensure building owners can access incentives for low-income multifamily buildings; and

(7) All references to the Societal Benefit/Cost Test shall be removed from the energy efficiency program tariff sheets.

(8) Cost-effectiveness metrics and tests will be added, but shall not be used to exclude or otherwise diminish low-income programs, but instead shall be used to improve program delivery and effectiveness.

### **Low Income Weatherization Program**

16. The Division of Energy's proposal for a bill check-off box for customers to contribute to low-income weatherization programs shall be discussed by the EEC.

17. The Parties agree that the low-income weatherization programs and arrearage reduction programs of LAC and MGE shall be continued at current funding levels. DE agrees to continue administering the LAC program for a reasonable period of time to allow time for the Company to conduct a Request for Proposal to obtain bids for providing administrative services for the LAC and MGE low-income weatherization programs or for the Company to assume administration of the LAC low-income weatherization program. DE will not participate in selection of an administrator under an RFP process if DE participated as a bidder for administration of the LAC or MGE programs. If a third party is selected to provide such administrative services, it may receive compensation for such services at a level no greater than 5% of program funds, which amount shall be deferred for future recovery in rates.

### **Other Provisions**

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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 Stipulation and Agreement.

Respectfully submitted,

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SCHEDULE OF RATES

METER TEST CHARGES

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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

EXCESS FLOW VALVES (EFV): To comply with United States Department of Transportation Regulation 49 CFR Part 192.383, the Company will install an EFV for certain new or replaced eligible gas service lines\*, at no cost to the customer. These include:

- Single family residences
- Multi-family residences, and
- Small commercial entities consuming natural gas volumes not exceeding 1,000 Standard Cubic Feet per Hour

In addition, a customer may request an EFV be installed on an existing service line at their own expense, based upon suitable payment arrangements agreed to by the Company. If the service line is eligible\* for EFV installation, the Company will install the EFV on a mutually agreed date at a cost as set forth below:

Installation costs of an EFV on an eligible service line for an existing customer when requested by the customer and when service is not being replaced will consist of:

- EFV Standard Charge: Customer may request installation of an excess flow valve consisting of a valve and labor for a standard charge of \$1,200 (based on typical minimum requirements) for the EFV installation, subject to the provisions of Section B. Costs for minimum installation requirements will be based on time and material.
- EFV Installation Beyond or Less than the ~~EFV Standard Charge~~ ~~Installation~~: Company shall provide an estimate of the actual cost of installation prior to undertaking an installation. ~~Investment in the i~~Installation of an EFV in excess of that provided by the Standard Charge as determined under Section A will be made by the Company, provided the applicant requesting installation of an EFV deposits, as a contribution-in-aid-of-construction, the Company's estimated cost of such excess. Any variation between any charge under Section A or this Section B and the actual cost of installation shall be refunded to customer within 60 days

\*Eligibility to install an EFV device will depend upon operating conditions in effect for the service, such as the inlet pressure, which may not allow the EFV to operate effectively.

**P.S.C. MO. No. 5 Consolidated, Original Sheet No. R-3-b 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**

1. Definitions (Continued)

Gas Service. The availability of gas at delivery characteristics, irrespective of whether any gas is actually used.

Gas Service Facilities. The facilities joining the gas main to the point of delivery. The facilities include:

- (a) Gas Service Pipe
- (b) Gas Meter
- (c) Gas Regulator

Gas Service Pipe. The piping including valves and fittings joining the gas main to the inlet of the gas meter, but exclusive of gas regulators.

Guarantee. A written promise from a third party to assume liability up to a specified amount for delinquent charges which might accrue to a particular customer.

House Piping or Fuel Line. All piping, fixtures, valves, appliances and apparatus of any kind installed downstream from the outlet of Company's meter or Company owned piping, whichever is further downstream.

In Dispute. Any matter regarding a charge or service which is the subject of an unresolved inquiry.

Late Payment Charge. An assessment on a delinquent charge in accordance with a utility tariff on file with the commission and in addition to the delinquent charge.

Master Meter. A Company owned meter providing service to a customer-owned distribution network.

Point of Delivery. The point at which the Company's piping extending from the outlet of the gas meter is joined to the piping forming part of the customer's installation. The point of delivery shall be located within three feet of the meter outlet.

Purchased Gas Adjustment Clause. The adjustment procedure approved by the Commission to recognize variations in the cost of purchased gas.

Rendition of a Bill. The mailing, hand delivery or electronic posting or delivery of a bill by the Company to a customer. The Company shall be required to render a bill through only one of the foregoing methods.

Residential Customer. A customer who purchases gas service for domestic use, including gas service provided to a single family dwelling or to a single meter serving a multiple family dwelling consisting of four (4) or fewer single family dwelling units, regardless of whether the customer is the ultimate consumer of the gas service. In addition, a customer who purchases gas service for such a dwelling while the dwelling is vacant shall be classified as a Residential Customer. This definition is intended to satisfy the provisions of Section 144.030.2. (24) RSMo, by establishing and maintaining a system and rate classification of "residential" to cause sales to residential customers under any of the Company's rate schedules to be considered as sales made for domestic use and thus exempt from sales tax.

DATE OF ISSUE April 11, 2017  
Month Day

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-53 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**

**37. Economic Development Rider - EDR**

1. Purpose: The purpose of this Economic Development Rider is to encourage economic development in Missouri and efficient utilization of the existing company system and services.
2. Availability:
  - a. Service under this rider is available to: (1) customers or prospective customers who have or are expected to have usage exceeding 30,000 Dth/year; or (2) customers who are already receiving natural gas service from the Company and are seeking expand their business in a manner that will result in expanded usage over current usage of at least 15,000 Dth/year; or (3) customers who are already receiving natural gas service from the Company and are seeking to move to a new location within the Company's service territory that will result in expanded usage over current usage of at least 15,000 Dth/year; or (4) retention customers who have had usage exceeding 30,000 Dth/year in each of the preceding 3 years, and who are expected to have usage exceeding 30,000 Dth/year going forward pursuant to qualifying economic development incentive award.
  - b. Limitations: Availability of this rider is further limited to customers (i) that do not primarily provide goods and services that can be directly accessed by the general public at such location and (ii) that are receiving qualifying incentives by state, regional, or local economic development agencies or governmental units to retain existing business activity, encourage the expansion of existing business activity, or attract new business activity. To qualify, such incentives must be of a monetary value equal to or greater than the value of the discount provided under this Rider or, alternatively, show the capital investment and number of jobs added. Such incentives must be received at the location and for the use for which the customer seeks this discount, and the actual award of the incentives must be contractually finalized before any discount shall be provided under this EDR. The customer must also sign an affidavit attesting to the fact that the discounts provided under the EDR were critical to the customer's decision to create, maintain or increase usage at such location.
3. Applicability Upon election of the customer or potential customer and acceptance by the Company, the provisions of this rider are applicable to all qualifying usage for the length of the contract which shall not exceed 5 years. All sales or transportation volumes delivered to new customers shall be considered qualified volumes with respect to the incentive provisions of this rider. For existing customers, qualified volumes shall be the sales or transportation volumes delivered during each contract year in excess of the current usage volumes, provided customer's annual natural gas requirement in each contract year exceeds the current usage requirement by at least 15,000 dth/yr.

All requests for service under this rider shall be considered by the Company; however, in no event shall any provision of this rider apply to a customer's consumption for a period prior to the date the Company accepts the customer's application hereunder. If a qualifying customer's use of natural gas subsequently becomes insufficient to meet the requirements of this rider, the incentive provisions contained herein shall cease and the customer shall be served under the applicable rate schedule for such reduced requirements.

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-54 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**

37. Economic Development Rider – EDR (continued)

4. Incentive Provisions The contract for service hereunder shall begin on the date the Company approves the customer's application and shall continue for a period of five years. Customers receiving service under this rider shall be billed at the standard rates and charges for the applicable rate schedule as adjusted by the following incentive provisions:

a. Rate Discount: With respect to the qualified volumes, the commodity or volumetric margin of the sales or transportation rate will be discounted by an average annual amount of 20%, provided that such discount shall not exceed 30% during any contract year. Within these parameters, the EDR contract shall specify the level of discounts as a percent of non-gas/non-ISRS charges that shall be provided for each contract year that, in the Company's discretion and based on the needs of the customer will be most effective in retaining, expanding or attracting the customer. After the fifth contract year, this incentive provision shall cease.

b. Local Service Facilities: The Company shall install additional facilities to serve the customer subject to the Company's economic analysis of the new or expanded load on an ongoing basis, as calculated at the standard rates and charges for the applicable rate schedule.

c. Revenue Limitation: The total dollar amount of the incentives provided under this rider shall not exceed one percent (1%) of the Company's jurisdictional gross revenues during each calendar year; provided, however, the Company shall have the right at any time and for good cause shown to seek a modification of this limitation upon application to the Commission.

5. Term: Upon application by the Company and approval of the Commission, this EDR may be frozen with respect to new or expanded loads. Any customer receiving service under the EDR on the date it is frozen may continue to receive the benefits of the incentive provisions herein through the first five years of such customer's contract provided the customer continues to meet the requirements of this EDR.

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-55 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**

**37. Economic Development Rider – EDR (continued)**

6. Reporting: During the term of this rider the Company will prepare and submit an annual report to the Commission listing the names and locations of customers receiving service hereunder and a statement of incentives provided to each customer during the reporting period. The report will also describe the basis used to qualify each customer added to the Company's economic development program during the reporting period. The report will include an affidavit respecting each customer receiving service under the EDR in a given year, certifying that the Company has verified that the customer continued to meet applicable usage requirements throughout the subject year together with any customer or governmental verifications showing the customer is complying with any requirements or conditions necessary to receive qualifying incentives from the state, regional, local or other economic development agency or governmental unit.
7. Other: Prior to any determination of the Company's revenue requirement for rate making purposes before the Commission, test year revenues shall be adjusted to reflect the average annual discounted revenue to be in effect during the next three years following the effective date of new rates considering both the contracted for discount and the customer usage commitments over such period pursuant to the EDR contract, and provided further that the customer still qualifies for such discounts under the requirements set forth in the EDR.
8. Adjustments and Surcharges: The rates hereunder are subject to adjustment as provided in the following schedules: Infrastructure System Replacement Surcharge, Purchased Gas Adjustment/Actual Cost Adjustment Clause; Tax and License Rider
9. Regulations: Service under the EDR is subject to Rules and Regulations filed with the Commission

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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-56 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**

**38. Negotiated Gas Service Rider - NGSR**

1. Purpose: This tariff is designed for two purposes. First, it permits Company to meet specific competitive threats, which if not responded to would result in lost margin to the Company and its customers. By attempting to meet competition, Company will seek to preserve or increase some contribution to the fixed costs all customers must pay for in rates. Second, the tariff can be used to serve and retain or attract load customers who require a service structure not found in Company's standard tariffs.
2. Availability: Service under the NGSR is available to customers or prospective customers who have or are expected to have usage exceeding 30,000 Dth/yr and that either have competitive alternatives for serving all or a portion of their natural gas load requirements or require a Negotiated form of service not otherwise available.
3. Applicable: Upon election of the customer or potential customer and acceptance by the Company, the terms and conditions of this Negotiated Contract provision shall be applicable to all qualifying usage for the length of the Negotiated Contract which shall not exceed 10 years, unless a longer term is specifically authorized by the Commission. All sales or transportation volumes delivered to new or existing customers shall be considered qualified volumes with respect to the incentive provisions of this rider.

All requests for service under this provision will be considered by the Company where the customer has demonstrated to the Company that it has competitive energy alternatives and a negotiated rate is necessary. However, in no event shall any provision of this rider apply to a customer's consumption for a period prior to the date the Company accepts the customer's application hereunder. If a qualifying customer's use of natural gas subsequently becomes insufficient to meet the requirements of this rider or the, the incentive provisions contained herein shall cease and the customer will be served under the applicable rate schedule for such reduced requirements.

DATE OF ISSUE April 11, 2017  
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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-57 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**

**38. Negotiated Gas Service Rider – NGSR (continued)**

4. Negotiated Rate and Term Provisions. The contract for service hereunder shall begin on the date the Company accepts the customer's application and shall continue for a period not to exceed 10 years, unless a longer term is specifically approved by the Commission. Customers receiving service under this rider shall be billed at the negotiated level of rates and charges, which shall include an annual percentage adjustment equal to the increase in the CPI-U for the preceding year, provided that in no event shall such negotiated level of rates and charges be less than that required over the contract term to cover the cost of all incremental investments made by the Company to serve the customer, including all related costs, such as cost of capital, associated property taxes and depreciation, and any other incremental costs to serve the customer, plus a level of contribution to the Company's fixed cost consistent with retaining or attracting the customer. In no case shall such a rate be below the incremental cost for distribution service or provide any negotiated rate related to commodity charges, nor shall such rate be less than 99% of the competitive energy alternative rate provided pursuant to Section 3. If a Negotiated Contract has not been reviewed as provided below in a rate case proceeding or otherwise within the preceding four years, the Company shall conduct an assessment of whether and to what extent the customer remains eligible for service under this provision based on an updated evaluation of the availability criteria under which the Negotiated contract was first offered and shall provide the results of its analysis to the Commission Staff and Office of the Public Counsel together with any recommended course of action warranted by such information.

The total dollar amount of the incentives provided under the NGSR shall not exceed one percent (1%) of the Company's jurisdictional gross revenues during each calendar year; provided, however, the Company shall have the right at any time and for good cause shown to seek a modification of this limitation upon application to the Commission.

5. Termination: Upon application by the Company and approval of the Commission, this Negotiated Gas Service Rider provision may be frozen with respect to new or expanded loads. Any customer receiving service under a Negotiated Contract on the date it is frozen may continue to receive the benefits of the incentive provisions herein through the first five years of such customer's contract provided the customer continues to meet the requirements of this rider.

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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-58 CANCELLING  
All Previous P.S.C. Mo. No. 5 Consolidated Sheet Nos. R-1 to R-56**

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**Laclede Gas Company**  
.....  
Name of Issuing Corporation or Municipality

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

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**RULES AND REGULATIONS**  
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**38. Negotiated Gas Service Rider – NGRS (continued)**

6. **Reporting**: At least 30 days prior to the effective date of the Negotiated Contract, Company will provide a copy of the Negotiated Contract and supporting documentation to the Commission Staff with a copy to the Office of the Public Counsel. The supporting documentation will include the following eight (8) items:

a. **Customer Needs**: Company shall provide a narrative description of the reasons why the Negotiated Contract Customer should not or cannot use the generally available tariff. This description shall include the specific needs of this Customer for a different form of service and/or the competitive alternatives available to the Customer. In addition, this description shall include the consequences to the Customer if the Negotiated Contract is approved.

b. **Customer Alternatives**: Company shall provide its estimate of the cost to the Customer for each competitive alternative available to the Customer. This estimate shall be for the time frame of the Negotiated Contract, or by each year for multi-year contracts.

c. **Incremental and Assignable Costs**: Company shall quantify the incremental cost that can be avoided if the Negotiated Contract Customer reduces load or leaves the system, and the incremental cost incurred if the Negotiated Contract Customer is a new load or expands existing load. Company shall also identify and quantify the embedded and replacement value of all specific facilities (e.g., distribution) that are assignable to serving the Negotiated Contract Customer. This quantification shall be for the time frame of the Negotiated Contract, or by each year for multi-year contracts. All significant assumptions shall be identified that affect this quantification.

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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-59 CANCELLING  
All Previous P.S.C. Mo. No. 5 Consolidated Sheet Nos. R-1 to R-56**

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Laclede Gas Company  
Name of Issuing Corporation or Municipality

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

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**RULES AND REGULATIONS**  
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**38. Negotiated Gas Service Rider – NGSR (continued)**

d. Profitability: Company shall quantify the profitability of the Negotiated Contract as the difference between the revenues generated from the pricing provisions in the Negotiated Contract compared to Company's incremental costs. All significant assumptions shall be identified that affect this quantification. During the term of this rider the Company will prepare and submit a semi-annual report to the Commission listing the names and locations of customers receiving service hereunder and a statement of incentives provided to each customer during the reporting period. The report will also describe the basis used to qualify each customer added to the Company's economic development program during the reporting period.

e. Revenue Change: Company shall quantify the change in annual revenues from the Negotiated Contract as the difference between the revenues that would be recovered from the general availability tariff compared to the revenues that alternatively would be recovered from the pricing provisions in the Negotiated Contract. This quantification shall also include a separate adjustment for either the potential increase in sales that may occur without the Negotiated Contract, or the potential loss of sales that may occur without the Negotiated Contract. All significant assumptions shall be identified that affect this quantification. This quantification is for informational purposes only and is not designed to authorize any retroactive adjustment.

f. Other Customer Benefits: Company shall quantify the benefits that it believes will accrue to other ratepayers from the Negotiated Contract. All significant assumptions shall be identified that affect this quantification.

g. Other Economic Benefits to the Area: Company shall quantify the economic benefits to the state, metropolitan area, and/or local area that Company projects to be realized as a result of the Negotiated Contract.

h. Documentation: Company shall provide references to each internal policy, procedure and practice that it has developed and used in its negotiation of the Negotiated Contract and make available copies of said policies, procedures and practices.

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Month      Day      Year

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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-60 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**

38. Negotiated Gas Service Rider – NGSR (continued)

7. Other: Prior to any determination of the Company's revenue requirement for rate making purposes before the Commission, test year revenues shall be based on the actual revenues being received by the Company under the discounts being provided pursuant to this SCR, provided that the Commission approved the Negotiated Contract or, if such approval was not sought, the Company substantiates in such rate case proceeding that the Negotiated Contract was reasonable and in the public interest based on the information available at the time it was executed.

8. Adjustments and Surcharges: The rates hereunder are subject to adjustment as provided in the following schedules: " Infrastructure System Replacement Surcharge, Purchased Gas Adjustment/Actual Cost Adjustment Clause; Tax and License Rider

9. Regulations: Subject to Rules and Regulations filed with the Commission

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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-17 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**

19. Extension of Distribution Facilities (Continued).

service pipe which lies in the public street or right-of-way, and which extends from the gas main to the customer's, or prospective customer's, property line.

The design and extent of any extension of the Company's facilities will be determined solely by the Company, applying sound principles of economics and engineering. Within this context, the Company will invest in distribution main and in that portion of the service pipe which extends from the property line to the meter the total amount determined, as follows:

For a prospective customer whose annual consumption is less than 6,000 therms, the Company will install at no cost to the customer up to 175 feet of main and 75 feet of service line. In no case, however, shall the Company be obligated to invest more than \$1,000 per customer in the aggregate for both the main extension and service extension.

The number of prospective customers shall be that number established by the Company based on, but not limited to, the information supplied by the customer(s), a legal description of the area, maps, and the Company's experience in similar developments.

For a prospective customer whose annual consumption exceeds 6,000 therms, the amount of main and service the Company will install at no cost to the customer will be determined by the Company from an analysis of the character of service requested, the estimated annual revenue to be derived from the customer, the estimated annual cost of providing gas service and the estimated annual return to be derived from such investment.

E. Main and Service Pipe Extensions Beyond the Free Allowance.

Extension of distribution facilities, in excess of that provided by the free allowance as determined under Section D, will be made by the Company, provided the applicant requiring such extension deposits, as a contribution-in-aid-of-construction, the Company's estimated cost of such excess or requests that such excess amount be financed by the Company. If the customer requests financing, the Company shall determine the charge necessary to recover the excess investment over a 15 year period, unless a shorter period is requested by the customer. Such charge shall be designed to recover over that 15 year period all estimated property taxes, depreciation and carrying costs for the excess investment at a rate equal to the Company's overall cost of capital and shall be based on the number of customers who are expected to take service off of the new facilities in the next 5 years. Such charge shall be added to the fixed monthly charge of all customers receiving natural gas service off of the new facilities, provided that the charge shall be reduced during, or eliminated prior, to the expiration of the 15 year period if the number of customers or volumes exceed those initially anticipated when calculating the charge.

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Month Day Year

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-18 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**

In any instance where financing of facilities is provided, the Company shall take steps to ensure that any customer who is or will be subject to the financing charge is notified of the amount, duration and other terms of the charge at the time the customer purchases a property from a developer or applies for service. The Company shall also post on its website an explanation of how the financing arrangements authorized by this Section are applied and are charged.

The Company shall maintain records of all financing arrangements provided under this provision showing for each facility extension and financing arrangement to ensure that customers who are not part of the extension will not bear any costs for the extension in excess of the free allowance: (1) the calculation of the free allowance and excess amount to be financed; (2) the calculation of the per customer financing charge; (3) all amounts collected from customers as a result of application of the charge; and (4) the date on which the excess amount was fully collected and the charge removed from customer bills. The investment in excess of the free allowance and related costs shall not be included in general rates as part of the Company's cost of service, and in the event the excess amount cannot be fully collected over the 15 year period specified in this section, any uncollected amount shall be absorbed by the Company. To the extent that any uncollected amount is absorbed by the Company, the Company shall book such amounts separately and shall not seek rate recovery.

19. Extension of Distribution Facilities (Continued).

F. Refund on Contributions for Main Extensions.

Only in those cases where the total number of prospective customers is uncertain, and no financing arrangement is entered into under Section E the Company may require a deposit for the Company's estimated investment cost in excess of that provided by the free allowance. If the number of customers connected within four years of the completion of the extension exceeds the number of customers estimated to be connected at the time the deposit was derived, all or a portion of such deposit will be refunded to the original contributor(s) in proportion to the amount of the original contribution(s). The refund(s) to be made will be determined by a survey of the additional customers connected to the extension. Such survey will be made within one year of the attachment of such customers. However, this Section F shall not apply to any contributions-in-aid-of-construction made pursuant to Section E, with respect to which no refunds will be made.

There shall be no refunds based on the attachments of customers to facilities which are main extensions of the customer extension for which contribution was originally made.

G. Refund Not to Exceed Original Contribution.

In no event shall refund made to the applicant exceed the original contribution.

H. Title to the Customer Extension.

All parts and portions thereof, regardless of any contribution made by the customer, shall be and remain in the Company.

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Month Day

DATE EFFECTIVE May 11, 2017  
Month Day Year

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. 6  
Canceling P.S.C. MO. No. 1

Original  
Original

SHEET No. R-61  
SHEET No. R-61

Laclede Gas Company

For: All Missouri Gas Energy Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

10. MOBILE HOME SERVICE

10.01 AVAILABILITY: Natural gas service, except that which is temporary or seasonal in character, is available to mobile homes in all communities served by the Company at applicable rates under all other provisions of these General Terms and Conditions for Gas Service subject, however, to the modifications and additions set forth in this Rule 10.

DATE OF ISSUE July 21 2015  
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DATE EFFECTIVE September 8 2015  
month day year

ISSUED BY L. Craig Dowdy Sr.VP. Ext. Affairs Corp. Communications & Marketing  
Laclede Gas Company, St. Louis, MO 63101

FILED  
Missouri Public  
Service Commission  
JG-2016-0020

Missouri Gas Energy,  
a Division of Southern Union Company

For All Missouri Service Areas

**GENERAL TERMS AND CONDITIONS FOR GAS SERVICE**

**10.02 GENERAL SERVICE CONDITIONS FOR MASTER METERED MOBILE HOME COURTS INSTALLED PRIOR TO MAY 14, 1985:** Gas service to mobile homes courts installed prior to May 14, 1985, will be available to the court owner or operator at a master meter, subject to the following conditions and/or modifications.

- (A) The court owner or operator shall save and hold harmless the Company from any and all liability for injury or damage to persons or property resulting directly or indirectly from the presence or use of natural gas within the court-owned distribution system, except such damages or injuries resulting from failure of the Company's facilities.
- (B) Except as modified in Paragraph (C) and (D) below, gas shall be supplied to individual mobile homes within a master metered court through a distribution system operated and maintained in a safe condition at the expense of the court owner or his operator. Facilities necessary for proper pressure regulation shall also be operated and maintained in a safe condition at the expense of the court owner or operator. The distribution system and related pressure regulation facilities shall conform with all applicable laws, the requirements of all governmental authorities having jurisdiction, and all requirements of the Company. The Company shall have the right to inspect such system and facilities and may discontinue service until the foregoing provisions have been complied with.
- (C) Company-owned submeters within master metered courts shall remain in place. The Company shall continue to submit bills to those persons receiving service through the submeters. In the event the master meter serves load that is not submetered, the customer will be billed for the difference between the total of the submeter readings and the master meter reading. The master meter and the submeters shall be read on the same day.

94 - 40

DATE OF ISSUE January 10 1994 DATE EFFECTIVE February 1 1994  
month day year month day year

ISSUED BY F. Jay Cummings Vice President, Rates and Regulatory Affairs

Missouri Gas Energy,  
a Division of Southern Union Company

For All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

- (D) The court owner or operator shall provide and at all times maintain, at the place specified by the Company, suitable meter set piping and space for the meter and regulator installation, with such location readily accessible for reading, inspection, and testing at all times. The cost related to any change in the meter set location shall be the responsibility of the court owner or operator. Any work associated with the provision of suitable meter set piping or changes thereto must be performed by the Company or Company's agent or other individuals that have been prequalified by the Company. The estimated cost therefore is paid in advance by the court owner or his operator.
- (E) The Company may assume ownership and if necessary upgrade or repipe mobile home court distribution systems when such is requested by the Court owner or operator or required by the provisions of Section 10.05 of this Rule. Repiping requested or required shall be performed pursuant to the applicable extension provisions of Section 10.04 of this Rule.
- (F) When service to individual mobile homes is to be supplied by the Company pursuant to the provisions of Paragraphs (D), or (E), of this Section, such service shall be subject to the provisions of Paragraphs (B), (C), and (D) of Section 10.03 of this Rule.
- (G) The existence of company-owned submeters, pursuant to the provisions of Paragraphs (C) and (D) of this Section, shall not affect the application of the provisions of Paragraph (A) of this Section, with regard to court-owned piping between the outlet of the master meter and the inlet of the submeters.

94-40

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P.S.C.MO. No. 1

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SHEET No. R-64

Missouri Gas Energy,  
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For All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

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Missouri Gas Energy,  
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GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

JAN 7 1994

10.03 GENERAL SERVICE CONDITIONS FOR MOBILE HOME COURTS INSTALLED AFTER MAY 14, 1985, AND FOR INDIVIDUAL MOBILE HOMES LOCATED ON CITY OR SUBURBAN LOTS:

- (A) Gas service will be provided by the Company to individual mobile homes located on city or suburban lots or in mobile home courts through distribution facilities owned, installed, operated, and maintained by and at the expense of the Company in the same manner as service is provided to conventional establishments, except as provided for in Section 10.04 of this Rule.
- (B) When service to individual mobile homes is to be supplied by the Company, such service shall be subject to the execution of the Company's standard application or contract by the customer at each metered location.
- (C) Service will be billed at each metered location under the Company's applicable tariffs, including the minimum bill provisions thereof, and payment of such billings shall be the responsibility of the applicant for service at the respective metered locations.
- (D) Where service at a mobile home site is provided to and in the name of the court owner or his operator for use by the occupant of the mobile home site, the court owner or his operator shall collect no more from such occupant than the amount of the Company's billing for gas delivered to such metered location. Violation of this condition shall subject the court owner or operator to discontinuance of service.

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For All Missouri Service Areas 1994

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

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10.04 MOBILE HOME EXTENSION RULES: When extensions of Company facilities including extensions for repiping mobile home court distribution systems not owned by the Company, are necessary pursuant to the provisions of this Rule, such extensions shall be performed pursuant to the following conditions.

- (A) Extension allowances, deposit requirements, and deposit refunds for conventional establishments connected to main extensions necessary pursuant to the provisions of this Rule shall be determined pursuant to the applicable provisions of Rule 9 of these General Terms and Conditions for Gas Service.
- (B) All main and service line extension contracts for mobile homes, for refund purposes, shall be reviewed annually on the anniversary date of the installation of the extension. The aggregate refunds made under any mobile home contract shall never exceed the amount of the original advance for construction.
- (C) After the Company performs repiping of a mobile home court requested or required pursuant to the provisions of this Rule, all mains, service lines, regulators, meters, and/or other related appurtenances required for the repiping shall be owned, installed, operated and maintained by and at the expense of the Company, except as provided for in Paragraphs (E) and (F) below.
- (D) It is agreed as a condition of service that the Company has been granted a blanket easement to install and maintain all gas facilities. The Company shall not in any case be required to obtain private right-of-way and/or easements for the purpose of making extensions of gas mains, service lines, or other facilities to any individual mobile home or within any mobile home court, or for the purpose of repiping a mobile home court pursuant to the provisions of this Rule. All necessary right-of-way and/or easements, within any mobile home court, shall be furnished by the owner without cost to the Company.

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Missouri Gas Energy,  
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For All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

JAN 7 1994

(E) The following special conditions shall be applicable to main extensions:

(1) For the purposes contained herein main extension costs will consist of the following three segments, with the sum of the three segments equaling the total cost of the main extension.

- (a) The cost of installing up to seventy-five (75) feet of main for each occupied pad under ideal conditions (no rock, paving, drives, or other obstructions);
- (b) The cost in excess of installing up to seventy-five (75) feet of main for each occupied pad under ideal conditions (no rock, paving, drives, or other obstructions); and
- (c) The cost of installing in excess of seventy-five (75) feet of main for each occupied pad.

Included in such cost shall be the Company's cost of labor, overheads and material. For purposes of these rules, overheads shall include administrative and general salaries, payroll taxes and insurance, pensions, and other employee benefits, and stores issuance expenses. Labor related overheads are transferred to construction based on the percentage relationship that construction payroll bears to total payroll while stores overheads are transferred to construction based on the percentage relationship that stores expense bears to the total cost of material. A copy of the Company's estimate showing the costs of labor, overheads and material required to perform the work hereunder shall be furnished to the customer upon request prior to construction.

(2) For individual mobile homes located either on city or suburban lots or in mobile home courts, extensions will be made with the mobile home or mobile home court owner paying segments (b) and (c) as advances for construction, with such advances being subject to the following refund provisions:

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For All Missouri Service Areas

JAN 1 1994

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

a) The Company shall refund to the mobile home or mobile home court owner an amount equal to the cost of seventy-five (75) feet of main extension installed under ideal conditions for each additional company installed mobile home service line connected directly to such extension; (b) Extension contracts for individual mobile homes and mobile home courts shall terminate five (5) years from the date of installation; and (c) at the end of this (5) year period any unrefunded portion of such advances shall be credited to the appropriate plant account(s), as mandated by the Uniform System of Accounts.

(F) The following special conditions shall be applicable to service line extensions:

(1) For the purposes contained herein, service line extension costs will consist of the following three segments, with the sum of the three segments equaling the total cost of the service line extension.

- (a) The cost of installing up to sixty (60) feet of service line under ideal conditions (no rock, paving, drives, or other obstructions);
- (b) The cost in excess of installing up to sixty (60) feet of service line under ideal conditions (no rock, paving, drives, or other obstructions); and
- (c) The cost of installing in excess of sixty (60) feet of service line.

Included in such cost shall be the Company's cost of labor, overheads and material. For purposes of these rules, overheads shall include administrative and general salaries, payroll taxes and insurance, pensions and other employee benefits, and stores issuance expenses. Labor related overheads are transferred to construction based on the percentage relationship that construction payroll bears to total payroll while stores overheads are transferred to construction based on the percentage relationship that stores expense bears to the total cost of material. A copy of the Company's estimate showing the costs of labor, overheads and material required to perform the work hereunder shall be furnished to the customer upon request prior to construction.

94 - 40

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ISSUED BY F. Jay Cummings Vice President, Rates and Regulatory Affairs

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Missouri Gas Energy,  
a Division of Southern Union Company

For All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

MO. PUBLIC SERVICE COMMISSION

10.04 (2) Extensions to occupied pads will be made with the mobile home or mobile home court owner paying segments (b) and (c), as advances for construction. Such advances shall be credited to the appropriate plant account(s), as mandated by the Uniform System of Accounts.

(3) Extensions to unoccupied pads will be made with the mobile home or mobile home court owner paying segments (a), (b), and (c) as advances for construction, with segment (a) costs subject to refund after the pads are occupied for a period of one year. Segments (b) and (c) advances shall be credited to the appropriate plant account(s), as mandated by the Uniform System of Accounts.

10.05 SPECIAL CONDITIONS PERTAINING TO LEAK SURVEYS AND REPIPING OF MOBILE HOME COURT DISTRIBUTION SYSTEMS OWNED BY OTHERS:

(A) The Company shall conduct leakage surveys in all mobile home court natural gas distribution systems (systems) in its certificated areas in accordance with state and federal pipeline safety regulations.

(B) All system leaks discovered during leak surveys conducted pursuant to the provisions of this Section shall be classified, and rechecked according to the provisions of applicable Commission rules, by the Company or Company's agent. All existing and/or potential safety hazards discovered on privately owned facilities during these leak surveys shall also be repaired by the Company or Company's agent and at the expense of the owner or operator. The court owner and/or operator shall be notified by the Company, in writing, of the results of all leak surveys conducted. This notification shall indicate what costs will be incurred to correct any safety problems discovered, the time frame in which the actions are to be completed, and the court owner and/or operator's obligation to pay such cost as a condition to continued service. Should the Company or Company's agent discover conditions that are an immediate hazard to public safety, repairs may be made before the court owner and/or operator is notified. Such lack of notification shall not excuse the court owner and/or operator from the obligation to pay the cost of the repairs.

94 - 40

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GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

MO. PUBLIC SERVICE COMM.

- (C) Failure on the part of a court owner or operator to allow the company to repair hazardous conditions shall result in the discontinuance of service to that system, until such time as the conditions are corrected. Prior to such discontinuance, notification shall be given to the owner or operator of the affected court, the staff of the Public Service Commission, the Office of the Public Counsel, and all end users of the gas in the affected court. Service reconnection necessary due to the discontinuance provisions of this Paragraph shall be conducted by the Company, with the system's owner or operator being charged a fee as stated in Rule 14 of these General Terms and Conditions for Gas Service for each mobile home to be reconnected.
- (D) Systems pursuant to the provisions of this Section may be purchased by the Company, or may remain in operation as a master metered system subject to the provisions of this and other applicable General Terms and Conditions for Gas Service on file with the Commission.
- (E) If the owner or operator of a system which the Commission or Company determines requires repiping pursuant to the provisions of this Section refuses to allow such, the Company shall discontinue service to the system, until such time as the system is repiped. Prior to such discontinuance, notification shall be given to the owner or operator of the affected court, the staff of the Public Service Commission, the Office of the Public Counsel, and all end users of the gas in the affected court.

94 - 40

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ISSUED BY F. Jay Cummings Vice President, Rates and Regulatory Affairs

Laclede Gas Company

For: All Missouri Gas Energy Service Areas

INTRASTATE TRANSPORTATION SERVICE  
ITS

AVAILABLE:

At points on the Company's existing gas distribution system. However, service under this schedule ITS shall be limited only to those customers who have executed a transportation contract prior to October 15, 1993.

APPLICABLE:

To natural gas transportation service supplied at one point of delivery for resale outside of the Company's certificated area to municipal gas systems.

Upon election by the customer and acceptance by the Company, customer will furnish Company all supply contracts verifying the adequacy of all customer peak day and annual Ccf volume requirements. The customer also agrees to utilize firm transportation service for delivery of gas quantities to the Company.

NET MONTHLY BILL:

Rate:

Fixed Monthly Charge:

\$904.56 per month

Volumetric Delivery Charge:

The charges to be billed for this service shall be agreed to in advance by the Company and the customer and shall be set forth in a separate contract approved by this Commission.

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ISSUED BY: L. Craig Dowdy, Sr. VP, Ext. Affairs, Corp. Communications & Marketing  
Laclede Gas Company, St. Louis, MO, 63101



Missouri Gas Energy  
a Division of Southern Union Company

For All Missouri Service Areas

Intrastate Transportation Service  
ITS

JAN 7 1994

DELIVERY POINTS:

(NO. PUBLIC SERVICE COMMISSION)

The customer will provide for the delivery of volumes of natural gas to be transported to a mutually agreeable location on the Company's system which serves the customer's premises, and the Company will deliver such thermally equivalent volumes of gas, less any retainages, to the outlet side of the Company's meters at customer's premises. The gas retained by the Company shall be 2% of the volume delivered to the Company for transportation to the customer as compensation for Company's lost and unaccounted for and Company use gas. Gas transported hereunder will be delivered to the Company in the state in which it will ultimately be consumed.

NOMINATIONS:

Prior to the commencement of deliveries of gas hereunder, the customer shall notify the Company of its daily nomination of volumes to be transported. Thereafter, at least five working days prior to the beginning of each month, the customer shall notify the Company in writing of its daily nomination of volumes to be transported in the subsequent month. Should the customer's daily requirement for transportation volumes change, the customer shall notify the Company of its new nomination level 24 hours prior to making any such change.

DEFINITION OF GAS DAY:

The Company's gas day is defined as the 24 hour period beginning at 7:00 A.M. Daily gas deliveries to customers served under the Intrastate Transportation Service rate tariff will be determined using the gas day time frame.

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MISSOURI PUBLIC SERVICE COMMISSION

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ISSUED BY F. Jay Cummings Vice President, Rates and Regulatory Affairs

Missouri Gas Energy,  
a Division of Southern Union Company

For: All Missouri Service Areas

INTRASTATE TRANSPORTATION SERVICE Missouri Public  
ITS Service Commission

REC'D AUG 28 1998

QUALITY AND PRESSURE OF GAS DELIVERED FOR TRANSPORTATION:

1. The gas delivered by a producer, supplier or pipeline to the Company for transportation to the customer shall at all times be merchantable gas of a quality otherwise required for the system of the Company to which the gas is being delivered. Such gas shall be free from any foreign materials such as dirt, dust, gums, iron particles, water, entrained liquids, and other impurities which might render it unmerchantable or interfere with the proper operation of pipelines, meters, regulators or other facilities through which it flows or is used. Additionally, it shall conform to the following specifications:
  - a. The gas shall not contain more than one (1) grain of hydrogen sulfide per one hundred (100) cubic feet nor more than twenty (20) grains of total sulfur per hundred (100) cubic feet;
  - b. The temperature of the gas shall not exceed 70 degrees Fahrenheit;
  - c. The gas shall not contain more than seven (7) pounds of water vapor per 10,000 Ccf;
  - d. The gas shall not contain more than two percent (2%) by volume carbon dioxide nor more than one percent (1%) by volume oxygen;
  - e. The delivery pressure shall be sufficient to permit entry of the gas into the distribution system of the Company; and

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SEP 02 1998

ISSUED BY: Charles B. Hernandez Director, Pricing and Regulatory Affairs  
Missouri Gas Energy, Kansas City, MO. 64111

Missouri Gas Energy,  
a Division of Southern Union Company For All Missouri Service Areas

Intrastate Transportation Service  
ITS

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- f. The BTU content of the customer's gas as may be received by the Company from an existing supply source connected to the Company shall be no less than that normally provided or currently flowing from such source nor shall it be less than as provided for in an existing Company system supply contract from such source.
- 2. The Company shall have the right to refuse to accept for transportation any gas not meeting its requirements for gas quality herein described.
- 3. If the customer contracts for the purchase of gas from a producer or pipeline who is not currently delivering gas to the Company and such gas is to be delivered directly into Company facilities, the customer will bear all expense connected with the determination of the quality of gas being delivered. However, the Company's obligation to transport such gas is also contingent upon the execution of an agreement between the Company and such producer or pipeline which the Company shall not unreasonably withhold setting forth the terms of interconnection, quality standards, and the respective rights of the Company and such producer or pipeline in connection with deliveries of such gas.
- 4. Acceptance by the Company of any gas not meeting the applicable quality requirements shall not obligate the Company to continue such receipts, nor shall it remove the customer's obligation to deliver gas meeting the specifications set forth in this schedule.

94-40

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ISSUED BY F. Jay Cummings Vice President, Rates and Regulatory Affairs

Missouri Gas Energy,  
a Division of Southern Union Company

For All Missouri Service Areas

Intrastate Transportation Service  
ITS

JAN 7 1994

QUALITY AND PRESSURE OF GAS DELIVERED FOR TRANSPORTATION (continued)

- 5. The heat content of the gas delivered to the customer by the Company shall be the heat content available in its system at the particular point of delivery at the time of delivery. It is recognized that the heat content at the various delivery points will vary from point to point and from time to time and nothing herein contained shall be construed as obligating the Company to alter the usual operation of its facilities to achieve deliveries of a prescribed heating value at any point or points.
- 6. Delivery pressures to customers shall be mutually agreed upon from time to time and shall take into account system capacity, customer requirements, and other pertinent factors.

THERMAL BALANCING:

All volumes of natural gas transported hereunder shall be thermally balanced with respect to the gas tendered for transportation to the Company and the gas delivered to the customer.

- 1. Each billing period, the Company will estimate the heat content, in MMBTU, of the gas tendered for transportation as follows:

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94 - 40

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Missouri Gas Energy,  
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Intrastate Transportation Service  
ITS

MISSOURI PUBLIC SERVICE COMMISSION

- a. For transportation gas received into one of the Company's distribution systems, the heat content of the gas tendered shall be the average heat content stated in BTU per cubic foot of all gas received from such source into the distribution system serving the customer for the billing period multiplied by the volumes of gas received. In determining the BTU content of all such gas, the Company may, at its option, rely on its own measurement records or on the BTU measurements as reported by the third party gas supply source. If there is no BTU measurement available, or if the method of determining the heat content is unacceptable to the customer, then the customer will be required to compensate the Company for all costs incurred in determining the heat content of the gas tendered for transportation.
- b. If additional BTU measurement is required to determine the heat content of gas tendered for transportation hereunder, the Company shall determine the type and location of such measurement equipment and cause the same to be installed at the customer's sole expense. For measurement devices requiring periodic or continuous sampling of the gas, the customer shall pay the Company a monthly charge reasonably calculated to reimburse the Company for its operating expenses related to such sampling as well as other expenses incurred to measure and account for the BTU content of the gas.

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Missouri Gas Energy,  
a Division of Southern Union Company For All Missouri Service Areas

Intrastate Transportation Service  
ITS

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2. The heat content of the natural gas delivered to the customer hereunder shall be estimated for each billing period as follows:
- a. For a distribution system which the Company currently measures or is able to otherwise determine the average heat content of natural gas stated in BTU per cubic foot, such average heat content shall be assigned to the transportation gas delivered to the customer for the period. The product of the average heat content and the volumes of gas delivered shall constitute the MMBTU's of the gas delivered to the customer. If this method of determining the heat content is unacceptable to the customer, then the customer will be required to compensate the Company for all costs incurred in determining the heat content of the gas delivered to the customer.
  - b. If additional BTU measurement is required by the Company or the customer, the Company shall determine the type and location of such measurement equipment and cause the same to be installed at the customer's sole expense. For customers requesting the installation of BTU measurement equipment hereunder, thermal balancing shall be performed on the basis of such measurement for a minimum period of twelve consecutive months following such installation.

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Missouri Gas Energy,  
a Division of Southern Union Company For All Missouri Service Areas

Intrastate Transportation Service  
ITS

In all cases where BTU measurement devices requiring periodic or continuous sampling of the gas are to be installed, the customer shall pay the Company a monthly charge reasonably calculated to reimburse the Company for its operating expenses related to such sampling as well as other expenses incurred to measure and account for the heat content of the gas.

RESPONSIBILITY FOR TRANSPORTED GAS:

1. By accepting natural gas transported hereunder, the customer warrants the gas delivered to the Company for transport shall be free from all adverse claims, liens and encumbrances and shall indemnify and save the Company harmless from and against all suits, actions, causes of action, claims and demands, including attorneys' fees and costs, arising from or out of any adverse claims by third parties claiming ownership of or an interest in said gas, caused by the failure to provide clear title to the gas.
2. The Company shall not be responsible in any way as to any damages or claims relating to the customer's gas or the facilities of the customer or others containing such gas prior to delivery into the facilities of the Company or after redelivery to the customer.
3. By accepting natural gas transported hereunder, it is understood and agreed by the customer that ownership of transported volumes will at all times remain vested in the customer.

94-40

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P.S.C. MO. No. 1

Canceling P.S.C. MO. No. 1

Second Revised

First Revised

SHEET No. 91

SHEET No. 91

Missouri Gas Energy,  
a Division of Southern Union Company

For: All Missouri Service Areas

INTRASTATE TRANSPORTATION SERVICE  
ITS

STANDBY CHARGE:

If the Company's supplier implements a rate design that includes a demand billing charge, a standby charge consisting of the wholesale transportation rate times the customer peak demand will be charged.

EMERGENCY GAS SALES:

If a customer receiving service under this rate schedule fails to deliver to the Company sufficient transportation volumes to meet the customer's natural gas requirements, the Company will furnish the customer emergency sales gas. The charge for emergency sales service will be the highest cost of gas purchased during that day by the Company, including penalties if applicable, plus \$1.50 per Ccf.

All revenue received from emergency sales service that exceed the amounts the Company was charged from its suppliers shall be considered as revenue recovery in the computation of the annual ACA factor.

MINIMUM:

The higher of the above rate for zero consumption plus applicable adjustments and surcharge, or the minimum as set forth by contract.

ADJUSTMENTS AND SURCHARGES:

The rates hereunder are subject to adjustments as provided in the following schedules, when applicable:

1. Purchased Gas Cost Adjustment (PGA).
2. Tax Adjustment Schedule (TA).
3. Electronic Gas Measurement Equipment (EGM)
4. Infrastructure Replacement Surcharge (ISRS).

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ISSUED BY: Michael R. Noack

Director, Pricing and Regulatory Affairs  
Missouri Gas Energy, Kansas City, MO. 64111

GR-2004-0209

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**MO PSC**



Laclede Gas Company

For: All Missouri Gas Energy Service Areas

INTRASTATE TRANSPORTATION SERVICE  
ITS

DELAYED PAYMENT CHARGE:

1.5% will be added to the current 30-day past due balance on all bills not paid within 15 days after rendition, unless otherwise required by law or other regulation.

OTHER TERMS AND CONDITIONS:

Service hereunder is further subject to the Company's General Terms and Conditions as approved by the Missouri Public Service Commission.

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ISSUED BY: L. Craig Dowdy, Sr. VP, Ext. Affairs, Corp. Communications & Marketing  
Laclede Gas Company, St. Louis, MO. 63101

**P.S.C. MO. No. 5 Consolidated, Original Sheet No. R-37 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**

28. Promotional Practices

A. EnergyWise Dealer Program

1. General Description and Purpose

The EnergyWise Dealer Program is a program by which the Company will make financing available to credit-qualified, current and future, residential and commercial customers of the Company, who own a structure to which natural gas is provided by the Company in the customer's name, for the purchase and installation of certain energy efficiency and conservation improvements, including high efficiency natural gas heating equipment and, if desired by the customer, a high efficiency air conditioner or certain other energy-efficient appliances, related equipment and an energy audit. The purpose of the program is to encourage the use of such energy efficient or environmentally friendly appliances or conservation measures. Purchases can be made from and installation can be performed by any Company-authorized heating and cooling contractor doing business in the Company's service area and participating in the program.

2. Available Options

Financing, at terms and interest rates not exceeding interest rates allowed by Missouri law, nor less than interest rates generally prevailing in the applicable retail markets for such equipment and services, is available for the purchase and installation of the following equipment:

- (1) A high efficiency natural gas heating system with an Annual Fuel Utilization Efficiency ("AFUE") of 92% or greater,

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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-38 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**

28. Promotional Practices (continued)

2. Available Options (continued)

- (2) A high efficiency natural gas space heating boiler with an AFUE of 90% or greater.
- (3) An appliance that meets the requirements of (1) or (2) coupled with (i) a gas air conditioner; (ii) a high efficiency electric air conditioner with a Seasonal Energy Efficiency Ratio ("SEER") of 14 or more or (iii) an additional energy efficient natural gas appliance. If the required SEER level is increased for the Company's service area, then the SEER requirement in this subsection shall be increased 1 point above the new level.
- (4) A high efficiency natural gas water heater with an Energy Factor (EF) of .67 or greater; or a Thermal efficiency (TE) of .90 or greater, provided that the EF shall be at least .82 for tankless water heaters;
- (5) Natural gas integrated space and water heating tank system with an AFUE of 90% or greater; or an integrated space and water heating tankless system with an EF of .82 or greater;
- (6) An energy audit performed by a certified energy auditor provided if any of 1 – 5 above are purchased and installed.

3. Other Terms and Conditions

The maximum amount financed under this program will be \$15,000 per heating system or other qualifying appliance with a limit of four systems per customer.

So long as the customer has active natural gas service, the customers will be billed monthly on their regular gas bill for a loan term not to exceed 7 years. Loans will be made on a first-come, first-served basis.

4. Description of Advertising or Publicity

The Company expects to publicize the EnergyWise Dealer Program through cooperative advertising, its own public information advertising campaigns, and personal contact and general meetings with heating and cooling contractors.

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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**

**24. Insulation Financing Program**

The Insulation Financing Program is a program whereby LAC and MGE, subject to certain restrictions, will grant loans to eligible residential customers for the purpose of making certain home energy conservation improvements, some of which must entail, where feasible, a specified increase in the customer's ceiling insulation. The major provisions of the program are as follows:

- (A) The maximum loan per dwelling unit is \$5,000.

A customer can obtain a loan for energy conservation improvements, some of which must include attic, floor, wall and duct insulation; duct sealing, attic ventilation; caulking and weather stripping; storm doors or storm windows and which may include an energy audit performed by a certified energy auditor. Except for the energy audit, when the customer applies for a loan, it shall be conditioned upon the insulation in the attic/ceiling being less than R-38 and part of the loan funds being used to increase the insulation level to at least an R-38 level. A minimum of R-38 ceiling insulation shall be required before other measures will be financed unless it is demonstrated that such R-38 level is not feasible.

In all cases where the total amount of the contract including the financing cost is \$1000 or more, a Uniform Commercial Code Financing Statement (UCC-1) must be prepared and submitted with the appropriate sales contract. The UCC-1 will be filed for a lien on the property until the loan is repaid in full.

- (B) A residential customer must meet the following requirements to be eligible:

- 1) The applicant must be a residential customer of LAC or MGE or landlord renting to residential customers.
- 2) The applicant must own or be purchasing the residential structure for which the loan is requested and the installation is to be made. Unless the applicant is a landlord renting the structure, the applicant must reside in the structure. The residence cannot contain more than four (4) dwelling units; that is, be larger than a four-family building.
- 3) Except where the landlord is renting the structure, gas service at the residential structure must be in the applicant's name.

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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**

**24. Insulation Financing Program (Continued)**

4. The applicant must meet the following credit requirements:

a) The applicant's gas account must have no more than 30 days arrears.

b) Within the past 12 months the applicant must not have:

- 1) had service disconnected for non-payment; or
- 2) submitted an unhonored check; or
- 3) received more than four (4) delinquent notices.

c) If the applicant has been a customer for less than 12 months, a commercial credit report must show open credit and the timely meeting of payments in order to be considered as having a satisfactory credit rating.

(C) The interest rate on loans made on and after October 31, 1994 is 3% per annum.

(D) The repayment period is 5 years unless a shorter period is agreed upon by Company and customers. The customer shall make monthly loan payments as part of his or her monthly gas bill if the customer is actively receiving service from the Company.

(E) The maximum amount of loans to be outstanding at any one time, regardless of applicable interest rate, is \$4,000,000.

The Company does not assume any responsibility for the prices bid or the prices charged by contractors participating in this program. Nor will the Company in any way warrant, guarantee or imply any energy savings as a result of participation in this residential insulation financing program.

Loan applications must be submitted to the Company by an authorized contractor and must be accompanied by a sales agreement form specifying work to be done. (Applications are not accepted directly from customers.) Applications are processed on a first-come, first-served basis as funds are available. Customers should direct any questions regarding the status of their loan application to their contractor.

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Name of Officer Title Address

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 Spire For Refer to Sheet No. R-1  
 Name of Issuing Corporation or Municipality Community, Town or City

34a Red-Tag Repair/Replacement Program

The **Red-Tag Repair/Replacement Program** is an experimental program for customers to receive funding toward minor repairs or replacements of their gas appliances and piping in order to obtain or retain gas service. The Program has two components: (i) Heating Only for Lower Income, and (ii) Avoid Red Tags.

**Heating Only for Lower Income** provides payment assistance to eligible residential customers of the Company, with a household income equal to or less than 185% of the Federal Poverty Level, who require repairs or replacement of natural-gas appliances and/or piping that have been red-tagged. If the customer is renting the premises, approval of the landlord will be required. Customers receiving natural gas service to operable permanent space heating equipment, i.e. furnaces and boilers ("PSHE"), do not qualify; this program is designed to assist only those lower income customers who would otherwise be eligible to commence or maintain service, but whose facilities are "red-tagged," that is, whose service will be or is disconnected at the meter or to the PSHEspace heating appliance, and are without space heating, due to unsafe PSHENatural gas space heating equipment, unsafe piping or unsafe non-space heating appliance where there is no shut off valve to the non-space heating appliance.

Terms and Conditions: The Company will provide up to \$100,000 annually for its LAC operating unit and \$100,000 annually for its MGE operating unit to credit customers or reimburse qualified social service agencies within its service territory that can provide or arrange to provide and pay for such emergency service work consistent with the terms set forth herein and at an administrative cost not to exceed 10% of the funds provided. No customer shall receive assistance greater than \$1,000.00 under this Program, with no more than \$700 going towards a PSHEgas furnace and no more than \$450 going toward each other gas appliance or piping. Energy efficiency being preferred, where a furnace qualifies for replacement under the health and safety provisions of the federal Low-Income Weatherization Assistance Program, the furnace will be replaced with a 90% or higher efficiency unit, when feasiblepossible. In cases where a PSHEfurnace is being replaced at cost to the customer, prior to installation the customer shall be offered an opportunity to use red tag funding toward the purchase and installation of a 90% or higher energy efficient furnace. If the customer declines, then the customer shall be informed that they may use any licensed or qualified repair service provider or appliance seller that is willing to accept payment according to the terms of the program. The LAC and MGE Energy Efficiency Collaborative shall determine what data shall be gathered and reported to evaluate this program.

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**P.S.C. MO. No. 5 Consolidated, Original Sheet No. 34-a**

..... **Spire** ..... **For** ..... **Refer to Sheet No. R-1** .....  
 Name of Issuing Corporation or Municipality ..... Community, Town or City

.....  
 .....  
**Avoid Red Tags** permits LAC or MGE field service representatives (FSR) who are already on-site to spend a nominal amount of time to perform minor repairs of the customer’s gas appliances and piping when doing so would result in the customer gaining or keeping use of service rather than having the piping or appliance “red-tagged” as unsafe. If an FSR determines that any gas appliance should be “red-tagged” as unsafe or out of compliance with applicable codes, but the FSR believes that the problem can be repaired in no more than 15 minutes using parts that cost \$20 or less, the FSR may, with the customer’s consent, attempt to affect such repairs in conjunction with utility service at no cost to the customer. At any time that the FSR determines that the repair will fall outside of these parameters, the FSR shall cease the repair effort and proceed in accordance with the Company’s safety practices and the Utility Promotional Practices rules.

DATE OF ISSUE ..... DATE EFFECTIVE .....  
 Month Day Month Day Year

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, Fourteenth Revised Sheet No. 34  
 CANCELLING P.S.C. MO. No. 5 Consolidated, Thirteenth Revised Sheet No. 34**

Laclede Gas Company For Refer to Sheet No. 1  
 Name of Issuing Corporation or Municipality 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 NGPL Texok 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.
7. (4)Retainage: The gas retained by the Company shall be one percent of the volume delivered to the Company for transportation to the customer as compensation for Company's lost and unaccounted for and Company use gas; provided however, that upon agreement of the Company and customer in situations where actual lost and unaccounted for gas attributable to facilities serving the customer may be measured accurately, such actual measurement may be used in lieu of the one percent retainage otherwise provided in this subsection

**C. RATES**

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

Customer Charge - per month .....	\$2,500.00
Reservation Charge - per billing demand therm. ....	\$0.60575
Transportation Charge - per therm transported (*)	
For the first 36,000 therms transported per month .....	2.533¢
For all therms transported in excess of 36,000 therms .....	1.060¢
Commodity Charge - per therm sold (*)	
For the first 36,000 therms sold per month .....	2.533¢
For all therms sold in excess of 36,000 therms .....	1.060¢
Storage Charge - per therm for any full or partial month. ....	4.000¢
Authorized Overrun Charge – per therm transported. ....	4.701¢

(#) Single customers with multiple accounts located on contiguous property  
 (\*) See footnote on Sheet No. 34-a

DATE OF ISSUE April 11, 2017 DATE EFFECTIVE May 11, 2017  
 Month Day Month Day Year

Year

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



**Attachment 4**  
**Laclede Gas Company - GR-2013-0171**  
**Depreciation Rates**

<u>Account Number</u>	<u>Account Description</u>	<u>Depreciation Rate</u>	<u>Service Life</u>	<u>Net Salvage</u>
<b>Manufactured Gas Plant - LPG</b>				
305	Structures and improvements	1.67%	60	0%
307	Other power equipment	3.50%	30	-5%
311	Equipment	3.71%	35	-30%
311.1	Storage caverns	1.11%	90	0%
<b>Underground Storage Plant</b>				
351.2	Compressor station structures	3.33%	45	-50%
351.4	Other structures	2.18%	55	-20%
352	Wells - underground storage	1.22%	90	-10%
352.2	Reservoirs	1.22%	90	-10%
352.3	Non-recoverable gas	1.11%	90	0%
352.4	Wells - oil and vent gas	1.22%	90	-10%
353	Lines	1.17%	90	-5%
354	Compressor station equipment	1.22%	90	-10%
355	Measuring and regulating equipment	1.79%	56	0%
356	Purification equipment	2.38%	42	0%
357	Other equipment	4.55%	20	0%
<b>Transmission Plant</b>				
367.7	Mains - Monat	1.44%	80	15%
371.7	Other equipment - Monat	2.33%	45	-5%
<b>Distribution Plant</b>				
375.1	Structures and improvements	3.00%	45	-35%
375.2	Service centers	3.00%	45	-35%
375.3	Garage	3.00%	45	-35%
375.4	Other small structures	3.00%	45	-35%
376.1	Mains - steel	1.44%	80	-15%
376.2	Mains - cast iron	3.31%	80	-165%
376.3	Mains - plastic and copper	1.57%	70	-10%
378.1	Measuring and regulating station equip. (general)	3.71%	35	-30%
379.1	Measuring and regulating station equip. (CGCS)	3.71%	35	-30%
380.1	Services - steel	5.23%	44	-130%
380.2	Services - plastic and copper	3.75%	44	-65%
381.1	Meters	2.37%	38	10%
383.1	House regulators	2.00%	50	0%
385.1	Industrial meas. and regulating equipment	3.25%	40	-30%
386.1	Other property on customers' premises	7.14%	14	0%
387.1	Other equipment	2.78%	36	0%
<b>General Plant</b>				
390.1	Structures and improvements	3.00%	35	-5%
391.0	Office furniture and equipment	3.33%	30	0%
391.1	Data processing systems	20.00%	5	0%
391.2	Mechanical office equipment	10.00%	10	0%
391.3*	Data processing software	20.00%	5	0%
391.4	Data processing equipment	10.00%	10	0%
391.5	Enterprise Information Management System	7.00%	15	-5%
392.1	Transportation Equipment - automobiles	14.17%	6	15%
392.2	Transportation Equipment - trucks	8.18%	11	10%
392.7	Transportation Equipment - automobiles - Monat	14.17%	6	15%
392.71	Transportation Equipment - trucks - Monat	8.18%	11	10%
393.1	Stores equipment	2.22%	45	0%
394.1	Tools, shop and garage equipment	2.63%	38	0%
395.1	Laboratory equipment	3.57%	28	0%
396.1	Power operated equipment	6.92%	13	10%
397.1	Communication equipment	5.00%	20	0%
398.1	Miscellaneous equipment	3.45%	29	0%

\* Account 391.3 will be amortized rather than depreciated.

## Missouri Gas Energy Depreciation Rates

Account Number	Description	Depreciation Rate	ASL (Years)	Net Salvage (%)	Life Only Rate	Net Salvage Rate
<b><u>Distribution</u></b>						
374.2	Land Rights	2.08%	48.0	0.00%	2.08%	0.00%
375.0	Structures and Improvements	2.13%	47.0	0.00%	2.13%	0.00%
376.0	Mains	1.78%	50.0	11.00%	2.00%	0.22%
378.0	Measuring and Regulating Eq.	2.86%	35.0	0.00%	2.86%	0.00%
379.0	Measuring and Regulating Eq.-City Gate	2.63%	38.0	0.00%	2.63%	0.00%
380.0	Services	2.68%	40.0	-7.20%	2.50%	-0.18%
381.0	Meters	2.86%	35.0	0.00%	2.86%	0.00%
382.0	Meter Installation	2.86%	35.0	0.00%	2.86%	0.00%
383.0	House Regulators	2.44%	41.0	0.00%	2.44%	0.00%
385.0	Measuring and Regulating Eq.-Industrial	3.33%	30.0	0.00%	3.33%	0.00%
<b><u>General (Including Corporate)</u></b>						
390.1	Structures and Improvements	2.13%	47.0	0.00%	2.13%	0.00%
391.0	Office Furniture and Eq.	9.09%	11.0	0.00%	9.09%	0.00%
391.5	Enterprise Information Management System	7.00%	15.0	-5.00%	6.67%	-0.33%
392.1	Transportation Eq. [Cars & Small Trucks]	13.28%	6.0	20.30%	16.67%	3.38%
392.2	Transportation Eq. [Large Trucks]	8.06%	10.0	19.40%	10.00%	1.94%
393.0	Stores Eq.	3.57%	28.0	0.00%	3.57%	0.00%
394.0	Tool, Shop, and Garage Eq.	5.26%	19.0	0.00%	5.26%	0.00%
396.0	Power Operated Eq.	10.00%	10.0	0.00%	10.00%	0.00%
397.1	Electronic Reading - ERT	5.26%	19.0	0.00%	5.26%	0.00%
397.2	Communication Eq.	6.25%	16.0	0.00%	6.25%	0.00%
398.0	Miscellaneous Eq.	4.35%	23.0	0.00%	4.35%	0.00%

Paragraph 14 of Stipulation and Agreement  
in Case No. GR-2013-0171

14. The Parties agree that Laclede's propane cavern and associated equipment and any associated revenues, expenses and investment shall be accounted for "above the line" (meaning that it shall be included in the regulated cost of service calculation) for ratemaking purposes. Revenues shall include, but not be limited to, funds received for use of the propane cavern and associated equipment in any manner whatsoever and also all funds received from the sale of propane inventory. Such accounting treatment shall be without prejudice to the rights of any Party to assert in subsequent rate case proceedings whatever position they believe is appropriate regarding the proper regulatory treatment of propane related issues. As part of the settlement of this rate case proceeding, if Laclede seeks different regulatory treatment than as set forth above for Laclede's propane cavern and associated equipment, including all associated revenues, expenses and investment prior to its next rate case it agrees to file a request before the MPSC for approval of its proposed treatment, provided that as part of its request for approval Laclede may also seek a Commission determination that its intended treatment may be implemented without further action by the Commission. At the time it makes its filing for different regulatory treatment, Laclede Gas Company will provide a study and all financial and operational justification for the determination and proposed change to the regulatory treatment compared to other alternatives it considered (e.g. reduction of other capacity and peaking supply contracts). Such study shall include related impacts on Laclede Gas Company's cost of service (including gas costs for its customers). All Parties agree that this agreement does not have any precedential value in any current or future case or to any other instance where Laclede may seek to dispose of utility assets that it believes are no longer used and useful for the provision of utility service.