

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

In the Matter of the Revised Tariff Sheets for)	<u>Case No. GT-2016-</u>
the Laclede Gas and Missouri Gas Energy)	Tariff Tracking Nos. JG-2016-
Operating Units of Laclede Gas Company.)	0018, JG-2016-0019 and JG-
		2016-0020

MOTION TO REJECT TARIFF SHEETS

COMES NOW the Staff of the Missouri Public Service Commission and for its Motion to Reject Tariff Sheets (“Motion”) respectfully states as follows:

1. On July 21, 2015, Laclede Gas Company (“Company”) filed three sets of revised tariff sheets for the Laclede Gas (“Laclede Gas”) and Missouri Gas Energy (“MGE”) operating units¹ of the Company, all of which have a proposed effective date of September 8, 2015. Those sets of tariff sheets were assigned Tariff Tracking Nos. JG-2016-0018, JG-2016-0019 and JG-2016-0020.

2. The proposed revised tariffs seek to change budget billing procedures; bill estimating procedures; and line extension provisions (including who pays for what, how much, and customer deposits) for one or more of the Company’s operating units. The Company’s cover letter accompanying the filing of the proposed tariffs states that the revisions will not change any rates. However, Section 386.020(46) RSMo defines “rate” to include “every individual or joint rate, fare, toll, charge, reconsigning charge, switching charge, rental or other compensation of any corporation, person or public utility, or any two or more such individual or joint rates, fares, tolls, charges, reconsigning charges, switching charges, rentals or other compensations of any corporation, person or public utility **or any schedule or tariff thereof.**” (emphasis

¹ The cover letter accompanying the tariff filings referred to Laclede Gas and MGE as “operating units,” so that term is being used in this Motion.

added) And even if the proposed changes do not seek to change a “rate” notwithstanding the foregoing definition, these proposed tariffs will have a direct impact on customers’ bills by affecting how much is billed, when, and to whom. As such, these proposed tariff revisions should be addressed in a general rate case where all relevant factors affecting billing can be examined and considered by the Commission. Staff does not believe these tariff changes can be made outside of a general rate case.² These proposed tariff changes could also impact rates in a future case due to their impact on revenue recovery.

3. Although as mentioned in the Company’s cover letter accompanying the tariff filings, the Company did discuss these proposed tariff changes with Staff prior to filing the proposed revised tariffs, Staff informed the Company on multiple occasions that it was and continued to be Staff’s position that these changes cannot be made outside of a general rate case. Staff even went so far as to inform the Company on July 17 that Staff would be filing a motion to reject the tariff revisions on the basis that these changes cannot be made outside of a general rate case if the Company filed the tariffs. The Company filed the tariff revisions four days later.

4. The specific proposed revised tariff sheets, copies of which are attached hereto, are denominated as follows along with their associated Tariff Tracking Numbers:

JG-2016-0018:

Laclede Gas operating unit:

P.S.C. MO. No. 5 Consolidated

Sixth Revised Sheet No. R-6 Cancelling Fifth Revised Sheet No. R-6

Second Revised Sheet No. R-6-a Cancelling First Revised Sheet No. R-6-a

² Even if the proposed tariff changes *can* be made outside of a general rate case, they *should not* be made outside of a general rate case given that they will unquestionably have an impact on customers’ bills.

Second Revised Sheet No. R-40 Cancelling First Revised Sheet No. R-40

JG-2016-0019:

MGE operating unit:

P.S.C. MO. No. 6 Original Sheet No. R-47 Canceling P.S.C. MO. No. 1 Sixth Revised Sheet No. R-47

P.S.C. MO. No. 6 Original Sheet No. R-48 Canceling P.S.C. MO. No. 1 Third Revised Sheet No. R-48

P.S.C. MO. No. 6 Original Sheet No. R-48A Canceling P.S.C. MO. No. 1 Third Revised Sheet No. R-48A

P.S.C. MO. No. 6 Original Sheet No. R-48B Canceling P.S.C. MO. No. 1 Second Revised Sheet No. R-48B

P.S.C. MO. No. 6 Original Sheet No. R-49 Canceling P.S.C. MO. No. 1 First Revised Sheet No. R-49

P.S.C. MO. No. 6 Original Sheet No. R-49.1 Canceling P.S.C. MO. No. 1 Original Sheet No. R-49.1

P.S.C. MO. No. 6 Original Sheet No. R-50 Canceling P.S.C. MO. No. 1 Original Sheet No. R-50

P.S.C. MO. No. 6 Original Sheet No. R-51 Canceling P.S.C. MO. No. 1 Second Revised Sheet No. R-51

P.S.C. MO. No. 6 Original Sheet No. R-52 Canceling P.S.C. MO. No. 1 Third Revised Sheet No. R-52

JG-2016-0020:

MGE operating unit:

P.S.C. MO. No. 6 Original Sheet No. R-32 Canceling P.S.C. MO. No. 1 First Revised Sheet No. R-32

P.S.C. MO. No. 6 Original Sheet No. R-33 Canceling P.S.C. MO. No. 1 Second Revised Sheet No. R-33

P.S.C. MO. No. 6 Original Sheet No. R-33.1 Canceling P.S.C. MO. No. 1 Original Sheet No. R-33.1

P.S.C. MO. No. 6 Original Sheet No. R-33.2 Canceling P.S.C. MO. No. 1 First Revised Sheet No. R-33.2

P.S.C. MO. No. 6 Original Sheet No. R-33.3 Canceling P.S.C. MO. No. 1 First Revised Sheet No. R-33.3

P.S.C. MO. No. 6 Original Sheet No. R-34 Canceling P.S.C. MO. No. 1 Sixth Revised Sheet No. R-34

P.S.C. MO. No. 6 Original Sheet No. R-34.1 Canceling P.S.C. MO. No. 1 Third Revised Sheet No. R-34.1

P.S.C. MO. No. 6 Original Sheet No. R-58 Canceling P.S.C. MO. No. 1 First Revised Sheet No. R-58

P.S.C. MO. No. 6 Original Sheet No. R-58a Canceling P.S.C. MO. No. 1 First Revised Sheet No. R-58a

P.S.C. MO. No. 6 Original Sheet No. R-59 Canceling P.S.C. MO. No. 1 First Revised Sheet No. R-59

P.S.C. MO. No. 6 Original Sheet No. R-60 Canceling P.S.C. MO. No. 1 Original Sheet No. R-60

P.S.C. MO. No. 6 Original Sheet No. R-61 Canceling P.S.C. MO. No. 1 Original Sheet No. R-61

5. Furthermore, due to the press of other business, the relevant technical Staff has not determined whether the substance of the proposed revised tariffs is acceptable or objectionable on additional bases other than the basis that the changes cannot be made outside of a general rate case.

WHEREFORE, Staff respectfully requests that the Commission issue an order rejecting the proposed tariffs assigned Tariff Tracking Nos. JG-2016-0018, JG-2016-0019, and JG-2016-0020.

Respectfully submitted,

/s/ Jeffrey A. Keevil

Jeffrey A. Keevil
Missouri Bar No. 33825

Attorney for the Staff of the
Missouri Public Service Commission
P. O. Box 360
Jefferson City, MO 65102
(573) 526-4887 (Telephone)
(573) 751-9285 (Fax)
Email: jeff.keevil@psc.mo.gov

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been mailed, hand-delivered, or transmitted by facsimile or electronic mail to counsel for Laclede Gas Company and The Office of the Public Counsel this 5th day of August 2015.

/s/ Jeffrey A. Keevil

P.S.C. MO. No. 5 Consolidated, Sixth Revised Sheet No. R-6
CANCELLING P.S.C. MO. No. 5 Consolidated, Fifth Revised Sheet No. R-6

Laclede Gas Company

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

Name of Issuing Corporation or Municipality

RULES AND REGULATIONS

6. Rendering and Payment of Bills

A. General

(1) The Company shall normally render a bill for each billing period to every customer in accordance with its tariff. Bills are payable on or before the due date stated thereon. Failure to receive a bill will not entitle the customer to any discount or to the omission of any charge for nonpayment within the time specified. The word "month" as used herein and in the rates is hereby defined to be the elapsed time of approximately thirty days.

(2) Each bill rendered by the Company shall be computed on the actual usage during the billing period except as follows:

(A) The Company may render a bill based on estimated usage: (i) when extreme weather conditions, emergencies, labor agreement or work stoppages prevent actual meter readings; (ii) when the Company is unable to obtain a meter reading for reasons beyond the utility's reasonable control, including an inability to access the customer's premises as necessary. If the Company is unable to obtain an actual meter reading for the reasons stated under (ii) above, where necessary, it shall undertake reasonable alternatives to obtain a customer reading of the meter, for example mailing or leaving postpaid, pre-addressed postcards upon which the customer may note the reading unless the customer requests otherwise; (iii) when the Company does not obtain an accurate or correct meter reading due to equipment or mechanical failure, when the Company could not reasonably detect such failure given variability in usage at that customer location; (iv) when the Company is unable to accurately obtain a meter reading due to human or billing system error; (v) when the utility does not obtain an accurate or correct meter reading due to equipment or mechanical failure, including a remote meter reading device's failure to transmit a reliable reading; and (vi) when the Company does not obtain an accurate or correct meter reading due to failure to detect and verify usage at the customer's location, i.e. vacant with usage.

(B) The Company shall not render a bill based on estimated usage for more than three (3) consecutive billing periods or one year, whichever is less, except under conditions described in paragraph 2(A)(i)-(iii) of this rule.

(C) Under no circumstances shall the Company render a bill based on estimated usage as a customer's initial or final bill for service unless conditions beyond the control of the Company prevent an actual meter reading.

(D) When the Company renders an estimated bill in accordance with these rules, it shall—

1. Maintain accurate records of the reasons for the estimate and the effort made to secure an actual reading;
2. Clearly and conspicuously note on the bill that it is based on estimated usage; and

DATE OF ISSUE July 21, 2015 DATE EFFECTIVE September 8, 2015
Month Day Year Month Day Year
ISSUED BY L. Craig Dowdy, Sr. VP, Ext. Affairs, Corp. Comm. & Mkt., 700 Market St., St. Louis, MO 63101
Name of Officer Title Address

Laclede Gas Company

Name of Issuing Corporation or Municipality

For

Refer to Sheet No. R-1

Community, Town or City

RULES AND REGULATIONS

6. Rendering and Payment of Bills (Continued)

3. Use customer-supplied readings, whenever viable, (i.e., in line with prior usage) to determine usage.

(E) When the Company underestimates a residential customer's usage, the customer shall be given the opportunity, if requested, to make payments in installments.

(3) If the Company is unable to obtain an actual meter reading for three (3) consecutive billing periods, the Company shall advise the customer by first class mail or personal delivery that the bills being rendered are estimated, that estimation may not reflect the actual usage and that the customer may read and report gas usage to the Company on a regular basis. The procedure by which this reading and reporting may be initiated shall be explained. The Company shall attempt to secure an actual meter reading from customers reporting their own usage at least annually. These attempts shall include personal contact with the customer to advise the customer of the regular meter reading day. The Company shall offer appointments for meter readings on Saturday or prior to 9:00 p.m. on weekdays. Discontinuance of the service of a customer who is reading and reporting usage on a regular basis because of inability to secure an actual meter reading shall not be required.

(4) If a customer fails to report usage to the Company, the Company shall obtain a meter reading at least annually. The Company shall notify the customer that if usage is not reported regularly by the customer and if the customer fails, after written request, to grant access to the meter, then service may be discontinued pursuant to 4 CSR 240-13.050.

(5) Notwithstanding section (2) of this rule, the Company may bill its customers in accordance with equal payment billing programs at the election of the utility customer, provided the equal payment billing program has been previously approved by the commission.

(6) The Company may bill its customers on a cyclical basis if the individual customer receives each billing on or about the same day of each billing period. If the Company changes a meter reading route or schedule which results in a change of nine (9) days or more of a billing cycle, notice shall be given to the affected customer at least fifteen (15) days prior to the date the customer receives a bill based on the new cycle.

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Refer to Sheet No. R-1

Community, Town or City

RULES AND REGULATIONS

30. Usage Estimating Procedure:

Whenever it is necessary to estimate a particular customer's monthly consumption, such consumption shall be estimated by determining the actual usage at the customer's location in a prior comparable period and then adjusting such usage to reflect weather differences. Where actual usage data at the customer's location is not available for a comparable period, the estimation will be performed by determining actual usage at the customer's location in the previous billing period, and then adjusting such usage to reflect weather differences. Where actual usage data at the customer's location is not available for the previous billing period, the estimation will be performed by determining the relationship of actual usage at the customer's location to the average usage of comparable customers as determined by the Company in a prior period, and applying that relationship to the average usage of comparable customers in the estimation period. Specifically, usage for a customer's billing period for this last alternative will be based on the following formula:

$(A / B) \times C \times \text{No. of days in current billing period};$

Where:

A= customer's actual use per day in a prior billing period;

B= the average use per customer per day for comparable customers using ending meter reading dates closest to that of the prior billing period for the account being estimated;

C= the average use per customer per day for comparable customers using ending meter reading dates closest to that of the current billing period for the account being estimated

Where actual usage data at the customer's location is not available, the customer's use will be based on average usage for comparable customers.

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ISSUED BY L. Craig Dowdy, Sr. VP, Ext. Affairs, Corp. Comm. & Mkt., 700 Market St., St. Louis, MO 63101
Name of Officer Title Address

Laclede Gas Company

For: All Missouri Gas Energy Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

7.02 BILLING PERIOD: Except as otherwise provided in these General Terms and Conditions for Gas Service, the Company will read the customer's meter in accordance with its cycle billing procedure and bills based on such readings will be rendered at intervals of approximately one month. If the Company changes a meter reading route or schedule which results in a change of nine (9) days or more of a billing cycle, notice shall be given to the affected customer at least fifteen (15) days prior to the date the customer receives a bill based on the new cycle. The Company shall have the right to read meters bi-monthly and render bills at approximate one-month intervals. The interim bill shall be based on estimated consumption with any adjustments being made in the next billing month in which a meter reading is obtained.

Proration Rule - For billing periods less than twenty-six (26) days, the Customer Charge shall be calculated by dividing the number of days in the customer billing period by thirty (30) days, multiplied by the applicable Customer Charge.

7.03 BUDGET BILLING: The Company will permit residential and small commercial and industrial customers, served under SGS rate schedule and with no more than thirty days of arrears, to enroll in a Budget Billing Plan ("Budget") at any time during the year. Subject to the foregoing, the Company reserves the right to deny a Budget to a customer who has repeatedly failed to comply with a Budget or has violated other rules of the Company approved by the Commission.

Under the Budget, an account is billed levelized monthly amounts, approximately equal to one-twelfth of the customer's projected annual bill, plus or minus an amount reflecting any beginning utility account balance. A customer's Budget amount is based on the recent twelve months of historical annual usage at the location where the customer receives gas service as adjusted for weather conditions, changes in gas rates, or other factors, such as, but not limited to, customer load changes. Where a customer does not have a twelve month consumption history at such location, the Company may choose to utilize either the usage history of the former occupant or other available information or factors, such as, but not limited to, system averages.

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Laclede Gas Company, St. Louis, MO 63101

Laclede Gas Company

For: All Missouri Gas Energy Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

In order to avoid large swings in the Budget amount, the Company will review such amounts periodically and may adjust an amount if it falls outside of parameters set by the Company. Initially such parameter will be set at a 20% variance; however, the Company reserves the right to change such parameter as needed and will notify the Commission Staff and the Office of the Public Counsel whenever such parameter is changed. Unless otherwise adjusted, a customer's Budget amount will generally remain in effect for twelve months, at which time it will be reviewed and adjusted for the foregoing factors for the upcoming twelve month period, including the roll-in of any outstanding utility account balance.

A customer may terminate a Budget at any time upon request to the Company. The Company may terminate a customer's Budget after giving notice if the customer has been delinquent for two (2) consecutive billing periods. Upon termination, any Budget balance shall be applied to the customer's subsequent bill.

7.04 ESTIMATED BILLING: In the event any meter is not read as scheduled, the Company may estimate the customer's consumption and bill accordingly.

The Company may render a bill based on estimated usage:

- (A) When extreme weather conditions, emergencies, labor agreements, or work stoppages, prevent actual meter readings.
- (B) When the Company is unable to obtain for reasons beyond the Company's reasonable control, including an inability to access the customer's premises as necessary. If the Company is unable to obtain an actual correct meter reading for these reasons, where necessary, it shall undertake reasonable alternatives to obtain a customer reading of the meter, for example mailing or leaving postpaid, pre-addressed postcards upon which the customer may note the reading unless the customer requests otherwise.

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

Laclede Gas Company

For: All Missouri Gas Energy Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

- (C) When the utility does not obtain an accurate or correct meter reading due to equipment or mechanical failure, when the Company could not reasonably detect such failure given variability in usage at that customer location;
- (D) When the Company is unable to accurately obtain a meter reading due to human or billing system error;
- (E) When the Company does not obtain an accurate or correct meter reading due to equipment or mechanical failure, including a remote meter reading device's failure to transmit a reliable reading;
- (F) When the Company does not obtain an accurate or correct meter reading due to failure to detect and verify usage at the customer's location, i.e., vacant with usage;
- (G) When the Company has reason to believe that an actual reading is erroneous. Such reasons may include readings that indicate usage which is outside of the range of probability based on customer's historical usage and when the Company has a reasonable suspicion that the meter reading equipment has malfunctioned or a reasonable suspicion that the meter reader is producing unreliable results.

1. If the previous three consecutive bills were based on estimated meter readings, the actual reading must be used unless another correcting reading is obtained.

2. A second adjustment within a twelve-month period cannot be made without attempting to obtain a confirming or correcting reading by means of a special meter reading attempt, or a request of the customer to schedule an inspection of meter or reading device. If a reading (inspection) is not obtained, supervisory approval must be obtained to make a modification. A notice is to be attached to the bill informing the customer that the bill is estimated and does not reflect an actual meter reading.

3. Additional adjustments within a twelve-month period cannot be made without the approval of the customer. In cases which would otherwise indicate an additional adjustment, the Company shall promptly take the necessary actions to rectify the situation causing the erroneous reading, whether the cause was mechanical in nature or human error.

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Laclede Gas Company, St. Louis, MO 63101

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GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

The Company will estimate a customer's usage by determining the actual usage at the customer's location in a prior comparable period and then adjusting such usage to reflect weather differences. Where actual usage data at the customer's location is not available for a comparable period, the estimation will be performed by determining actual usage at the customer's location in the previous billing period, and then adjusting such usage to reflect weather differences. Where actual usage data at the customer's location is not available for the previous billing period, the estimation will be performed by determining the relationship of actual usage at the customer's location to the average usage of comparable customers as determined by the Company in a prior period, and applying that relationship to the average usage of comparable customers in the estimation period. Where actual usage data at the customer's location is not available, the customer's use will be based on average usage for comparable customers.

After reading is obtained, an adjusted bill, if necessary, shall be rendered for the period since the last previous reading of the meter.

Except as provided in subsections (A), (B) and (C) above of this Rule, the Company may not render an estimated bill for; (a) more than three (3) consecutive billing periods or one (1) year, whichever is less, or (b) as a customer's initial or final bill for service.

When the Company renders an estimated bill in accordance with these General Terms and Conditions for Gas Service, it shall:

- (A) Maintain accurate records of the reasons therefore and efforts made to secure an actual reading.
- (B) Clearly and conspicuously note on the bill that it is based on estimated usage.
- (C) Use customer supplied readings, whenever viable (i.e., in line with prior usage or seasonal usage), to determine usage.

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

Laclede Gas Company

For: All Missouri Gas Energy Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

All adjusted bills and bills covering more than a one month period shall be based on increasing the length of the rate blocks according to the number of months of service involved; that is to say, the rate blocks will be doubled for a two-month's reading and tripled for a three month's reading, etc. Irrespective of whether a bill is based on the Company's reading or the Company's estimate of consumption, the Company shall have the right to discontinue service for non-payment thereof as provided elsewhere in these General Terms and Conditions for Gas Service with respect to delinquent bills.

When the Company underestimates the customer's usage, the customer shall be given the opportunity, if requested, to make payment in installments.

7.05 RENDITION OF BILLS: The Company shall be required to render a bill by mailing, hand delivery or electronic posting.- The loss or non-receipt of a bill by the customer shall not release or diminish the obligation of the customer with respect to the full payment thereof, including additional charges as provided in Rule 7.07 hereof. In the event of loss of or failure to receive a bill, the Company shall, upon request of the customer, make a duplicate thereof.

7.06 FAILURE TO OBTAIN METER READING: If the Company is unable to obtain an actual meter reading for three (3) consecutive billing periods, the Company shall advise the customer by first class mail or personal delivery that the bills being rendered are estimated, that estimation may not reflect the actual usage, and that the customer may read and report gas usage to the Company on a regular basis. The procedure by which such reading and reporting may be initiated shall be explained. The Company shall attempt to secure an actual meter reading from customers reporting their own usage at least annually. Such attempts shall include personal contact with the customer to advise the customer of the regular meter reading day. The Company shall offer appointments for meter readings on Saturday or prior to 9:00 p.m. on weekdays at those charges provided for in Rule 14. Discontinuance of the service of a customer who is reading and reporting usage on a regular basis because of inability to secure an actual meter reading shall not be required.

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If a customer fails to report usage, the Company shall obtain a meter reading at least annually. The Company shall notify the customer that if usage is not reported regularly by the customer and if the customer fails, after written request, to grant access to the meter, then service may be discontinued pursuant to Rules 3.06, 3.07, and 3.08 hereof.

7.07 PAYMENT OF BILLS: All bills for service are due and payable upon receipt and become delinquent on the date specified thereon. For residential customers, such date shall be 21 days from the date of rendition. For non-residential customers, such date shall be as specified in the Company's applicable rate schedules.

If the last calendar day for payment falls on a Sunday, legal holiday, or any other days when the offices of the Company regularly used for the payment of customer bills are not open to the general public, the final payment date shall be extended through the next business day. The date of payment for remittance by mail or for remittance originated electronically is the date on which the Company receives the remittance.

7.08 DEFAULT: Failure of the customer to pay any amount due the Company under the customer's service agreement in the full amount due before the twenty-second (22nd) day after rendition shall constitute a default by the customer in his service agreement. The customer's obligation to pay the amount due to the Company under the customer's service agreement shall be separate from other claims by the customer against the Company. Failure of the Company to pay such claims or to give the customer credit therefore, shall not justify failure by the customer to pay the amount due the Company under the customer's service agreement nor prevent default by the customer.

7.09 EXTENSION AGREEMENT: The company may enter into an extension agreement upon the request of a customer who claims an inability to pay the bill in full.

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Laclede Gas Company, St. Louis, MO 63101

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

Original
Original

SHEET No. R-50
SHEET No. R-50

Laclede Gas Company

For: All Missouri Gas Energy Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

7.10 RETURNED PAYMENT CHARGE: The Company shall assess a returned payment charge as set forth in Section 14, herein, whenever any check or electronic payment submitted to the Company by or on behalf of a customer has been returned unpaid by the financial institution through which such payment was to have been made.

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

Original
Second Revised

SHEET No. R-51
SHEET No. R-51

Laclede Gas Company

For: All Missouri Gas Energy Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

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Laclede Gas Company, St. Louis, MO 63101

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

Original
Third Revised

SHEET No. R-52
SHEET No. R-52

Laclede Gas Company

For: All Missouri Gas Energy Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

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Laclede Gas Company

For: All Missouri Gas Energy Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

3.14 MAINTENANCE OF CUSTOMER-OWNED SERVICE LINES AND YARD LINES:
Company or Company-authorized personnel shall perform, at Company's expense, all maintenance of customer-owned service lines and yard lines, when the need for such becomes apparent to Company. If a customer-owned service/yard line is in need of repair, or, if it has been declared to be a potential safety hazard by Company, Company may, at its option, replace the line instead of repairing it. If it is necessary to replace the service/yard line, Customer shall be deemed to have granted Company an easement for such line unless customer requests termination of service. This replacement shall be done in accordance with Section 3.15, herein.

Company shall not assume any ownership responsibility based only upon maintenance activities being performed.

3.15 PROPERTY OF THE COMPANY: All facilities furnished and installed by Company on the premises of customer for the supplying of gas service to customer shall be and remain the exclusive property of Company. All Company-owned facilities on the premises of customer shall be operated and maintained by and at the expense of Company, may be replaced by Company at any time, and may be removed by Company upon termination of customer's service agreement or upon discontinuance by Company of gas service to customer for any reason.

3.16 EXCESS FLOW VALVES: In accordance with the United States Department of Transportation Regulation 49 CFR Part 192.383, the Company shall provide notice of the benefits and availability of Excess Flow Valves (EFV).

Notice shall be provided in writing to home construction companies, new home builders, and residences where the service line is scheduled to be replaced. The written information shall include a questionnaire so the customer can determine whether to install an EFV. The customer may return the notice or call to accept or decline the installation of the EFV. Installation of the EFV is not required.

Installation of an EFV shall be made by the Company only in the case of a new service line or a scheduled replacement service line, upon the customer's request and upon payment by the customer of the installation costs. Installation of an EFV shall only be available where service is provided to a residential single family dwelling served from a delivery system with a pressure greater than ten (10) pounds per square inch and where the service line is connected directly to the gas distribution main.

Installation costs of an EFV shall be \$65.00 which includes: labor, materials, overhead, EFV, meter tag, purchase order cost, stores overhead, and income tax recovery. EFV installation costs shall be re-evaluated periodically by the Company.

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Laclede Gas Company, St. Louis, MO 63101

Laclede Gas Company

For: All Missouri Gas Energy Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

Maintenance costs associated with the repair, removal or replacement of an EFV at a premise shall be \$900.00 which includes the cost of excavation and construction necessary. Maintenance costs shall be paid by the customer who requested installation of the EFV at that premise, if that customer still takes service at that premise. Installation of an EFV where the service line is not a new or scheduled replacement service line shall be available only upon the customer's request and payment of the above-stated maintenance costs. EFV maintenance costs shall be re-evaluated periodically by the Company.

3.17 COMPANY AND CUSTOMER EQUIPMENT:

Company may refuse or discontinue service if an inspection or test reveals leakage, escape or loss of gas on customer's premises. .

The Company does not own, nor is it responsible for the repair or maintenance of any piping, vents, or gas utilization equipment on the downstream side of the gas meter, its related appurtenances and piping. All piping, vents or gas utilization equipment furnished by the owner/customer of the premises being served shall be suitable for the purposes hereof and the owner/customer of the premises shall be responsible for the repair and maintenance of such at all times in accordance with accepted practice and in conformity with requirements of public health and safety, as set forth by the properly constituted authorities and by the Company. As with any fixture or appurtenance within premises, piping, vents or gas utilization equipment can fail, malfunction or fall into disrepair at any time and as such the owner/customer of the premises being served shall be aware of this fact. Nothing in this section shall modify the Company's obligations under 4 CSR 240-40.030(10)(J), 4 CSR 240-40.030(12)(S) and 4 CSR 240-40.030(14)(B).

The owner/customer shall be responsible at all times for the safekeeping of all Company property installed on the premises being served, and to that end shall give no one, except the Company's authorized employees, contractors or agents, access to such property.

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

Original
Original

SHEET No. R-33.1
SHEET No. R-33.1

Laclede Gas Company

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GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

3.18 Company will waive all connection or reconnection charges necessitated because gas service was disconnected due to property damage incurred because of the May 22, 2011 tornado. If so requested, customers should be prepared to provide proof of damage sustained during the tornado. This waiver authority shall expire concurrent with the expiration of the "Rebuild Joplin: Experimental Pilot Program for Residential and SGS Natural Gas Energy Efficiency Incentives" and the "Rebuild Joplin: Energy Star® New Homes Experimental Pilot Program".

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GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

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GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

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Sr.VP. Ext. Affairs Corp. Communications & Marketing
Laclede Gas Company, St. Louis, MO 63101

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GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

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Laclede Gas Company

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GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

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GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

9. EXTENSION OF DISTRIBUTION FACILITIES

9.01 GENERAL: The Company will make extensions of its gas distribution facilities where such extensions are necessary to serve an applicant(s) for service, whose premises are located within the Company's service area, in accordance with the terms and conditions hereinafter set forth. Applicant(s) as used in this Rule 9 shall mean a person(s) applying for gas service to a conventional establishment. Extension allowances and refunds for mobile homes which are connected directly to main extensions made under this Rule 9 shall be in accordance with the provisions of Rule 10 hereof.

The Company will install gas distribution main extensions in permanently established public streets, roads, and highways along the shortest practical route, as determined by the Company. Extensions of mains into or across private property will be made by the Company at its option, provided, that the right-of-way agreement and other conditions are satisfactory to the Company.

The Company will install service pipe along the shortest and most practical route that will avoid future construction on applicant's property and permit a safe and satisfactory service pipe installation. Installation of service pipe across private property other than the property of the customer will be made only in those cases where the customer has secured and furnished the Company a right-of-way, for such service pipe, satisfactory to the Company. When necessary, the Company shall endeavor to secure franchise rights from the municipality to cover extensions requested, but will not undertake to make extensions on streets or alleys not covered by lawful franchise grants.

The customer shall provide a meter location on his property that is satisfactory to the Company.

The customer shall protect the portions of the customer extension installed within his premises and shall, unless otherwise authorized by the Company, permit no one but the Company's employees or its authorized agents to handle same. In the event of loss or damage to such property of the Company arising out of carelessness, negligence, or misuse by the customer or his authorized agent the cost of making good such loss or repairing such damages shall be borne by the customer. Customer shall permit access to the Company's employees, or other authorized agents, for the purpose of inspecting, modifying, maintaining, or operating the Company's facilities at all times.

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GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

9.02 SIZING OF THE CUSTOMER EXTENSION: The Company will install only certain standard sizes of mains, service pipes, meters, and regulators in conjunction with the extension of its distribution facilities. The Company reserves the right, as economic or other conditions warrant, to change or modify its standards in this regard. Estimates of the cost of customer extensions will be based on the minimum standard size facilities which will adequately distribute the gas load to be served.

9.03 ESTIMATED COST OF CUSTOMER EXTENSION: Upon receipt of application from a prospective customer, the Company will prepare an estimate, with an administratively reasonable level of detail, of the cost of installing the customer extension necessary to provide the requested service. This estimate will control the amount of deposit which may be required of the prospective customer.

The estimate, with an administratively reasonable level of detail, will include all direct, indirect, and overhead costs. Overhead construction costs include administrative and general salaries and expenses, charges for injuries and damages, pensions, and other fringe benefits. Overheads transferred to construction are determined based on the percentage that construction payroll bears to total payroll and are distributed to construction work orders on a percentage allocation basis.

9.04 FREE EXTENSIONS: The Company will furnish, at its own expense, such meters, regulators, and accessories as may be necessary to measure the consumption of gas by the customer, or prospective customer. The Company will also furnish, at its own expense, that portion of the 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.

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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 Ccf, 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 Ccf, 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.

9.05 MAIN AND SERVICE PIPE EXTENSIONS BEYOND THE FREE ALLOWANCE: Investment in the extension of mains and service pipes, in excess of that provided by the free allowance as determined under Section 9.04, 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.

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9.06 REFUND ON CONTRIBUTIONS FOR MAIN EXTENSIONS: Only in those cases where the total number of prospective customers is uncertain, the Company may require a deposit for the Company's estimated investment cost in excess of that provided by the free allowance as determined under Section 9.04. 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 9.06 shall not apply to any contributions-in-aid-of-construction made pursuant to Section 9.05, 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.

9.07 REFUND NOT TO EXCEED ORIGINAL CONTRIBUTION: In no event shall refund made to the applicant exceed the original contribution.

9.08 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.

9.09 EXTENSIONS IN UNIMPROVED STREETS AND ALLEYS: The Company shall not be required to construct any extensions of gas mains in any streets or alleys for which the property lines, sidewalk lines, and curb lines have not been previously graded, except where, although the street or alley is ungraded, the grade or ditch lines shall have been established and the existing contour of the ground shall not be more than twelve (12) inches above or below the established grade at the proposed locations of the Company's mains. Free and safe access to and through such streets and alleys must be provided.

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Laclede Gas Company

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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.

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