

that the Company is not out of compliance with the tariff's cash out provision because it cannot feasibly measure imbalances from which to cash out under the constraints MGE believes are imposed by the school aggregation statute.

3. Staff and MGE have discussed this balancing/cash out issue and have met in Jefferson City with school representatives to address the matter. The signatories have agreed on the following as a resolution, applicable only to this issue, in Case No. GR-2014-0324:

A. MGE shall increase the balancing fee on Tariff Sheet No. 55 from \$.001 per Ccf to \$.003 per Ccf. Within five days of issuance of a Commission order approving this Agreement, MGE shall file a revised Tariff Sheet No. 55 in the form attached hereto as Exhibit A to accomplish this change.²

B. The signatories agree that the STP balancing/cash out issue shall be revisited in MGE's next rate case. MGE shall provide, at a minimum, the following information in its direct testimony, and shall provide the signatories its supporting workpapers:

- (i) A discussion of the costs and benefits of upgrading the reading capabilities of each STP customer meter so that monthly meter reads coincide with the monthly STP nominations;
- (ii) A detailed description of the meter changes or meter reading changes that could be made to allow for monthly meter reads to coincide with the monthly STP nominations;
- (iii) The cost of upgrading the reading capabilities of each STP customer meter so that monthly meter reads coincide with the monthly STP nominations; and

² It should be noted that the Balancing Fee provision on Tariff Sheet No. 55 specifically provides that this fee is subject to adjustment on an annual basis.

- (iv) The Company's position regarding the question of whether meter or meter reading changes provide enough benefit to sales customers to justify inclusion of the meter and meter reading change costs into a sale customer cost of service.

4. This Agreement does not resolve the issue raised by Staff in Case No. GR-2014-0324 regarding MGE's compliance with the gas supply documentation requirements of the Cost Allocation Manual and Standards of Conduct. If the Commission approves the resolution as set forth in paragraph 3 above, the gas supply documentation issue remains the only issue outstanding in that ACA case.

5. The signatories agree that the resolution provided in this Agreement for the STP balancing/cash out issue will also apply to the STP balancing/cash out issue (and only the STP balancing/cash out issue) in MGE's next ACA case, Case No. GR-2015-0203.

6. Unless otherwise explicitly provided herein, none of the signatories to this 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 Agreement in any other proceeding, except as otherwise provided herein. Nothing in this Agreement shall preclude the Staff in future proceedings from providing recommendations as requested by the Commission or limit Staff's access to information in any other proceedings. Nothing in this Agreement shall waive any applicable statute or Commission regulation or Company tariff.

7. This Agreement has resulted from negotiations among the signatories and the terms hereof are interdependent. In the event the Commission approves this

Agreement with modifications or conditions that a signatory to this Agreement objects to, then this Agreement shall be void and no signatory shall be bound by any of the agreements or provisions hereof.

8. In the event the Commission accepts the specific terms of this Agreement without modification, the parties waive, with respect to the issues resolved herein: any respective rights they may have in this action, pursuant to Section 536.070(2) (RSMo. 2000) to call, examine and cross-examine witnesses; any respective rights they may have in this action, pursuant to Section 536.080.1 (RSMo. 2000) to present oral argument and written briefs; any respective rights they may have in this action to the reading of the transcript by the Commission pursuant to Section 536.080.2 (RSMo. 2000); any respective rights they may have in this action to seek rehearing pursuant to Section 386.500 (RSMo. 2000); and any respective rights they may have in this action to judicial review of the Commission's Report and Order in this case pursuant to Section 386.510 (RSMo. 2000).

9. The Staff shall also have the right to provide, at any agenda meeting at which this Agreement is noticed to be considered by the Commission, whatever oral explanation the Commission requests, provided that Staff shall, to the extent reasonably practicable, provide the other parties with advance notice of when the Staff shall respond to the Commission's request for such explanation once such explanation is requested from Staff. Staff's oral explanation shall be subject to public disclosure, except to the extent it refers to matters that are privileged or protected from disclosure pursuant to the Commission's rules on confidential information.

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

Respectfully submitted,

<p><u>/s/ Jeff Keevil</u> Jeff Keevil Deputy Counsel Missouri Bar No. 33825 P. O. Box 360 Jefferson City, MO 65102 (573) 526-4887 (Telephone) (573) 751-9285 (Fax) jeff.keevil@psc.mo.gov</p> <p>ATTORNEY FOR THE STAFF OF THE MISSOURI PUBLIC SERVICE COMMISSION</p>	<p><u>/s/ Rick Zucker</u> Rick Zucker Missouri Bar No. 49211 Associate General Counsel Laclede Gas Company 700 Market Street, 6th Floor St. Louis, MO 63101 (314) 342-0533 (314) 421-1979 (Fax) rick.zucker@spireenergy.com</p> <p>ATTORNEY FOR MGE, an operating unit of LACLEDE GAS COMPANY</p>
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CERTIFICATE OF SERVICE

I hereby certify that the foregoing pleading has been duly served upon the parties to this case by hand delivery, email, fax, or United States mail, postage prepaid, on this 22nd day of February, 2017.

/s/ Marcia Spangler

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

First Revised
Original

SHEET No. 55
SHEET No. 55

Laclede Gas Company

For: All Missouri Gas Energy Service Areas

EXPERIMENTAL SCHOOL TRANSPORTATION PROGRAM
STP

In the event that a billing cycle has usage in more than one calendar month, the Delivery Charge will be prorated.

Aggregation Fee

An eligible school entity enrolled in the STP shall be assessed an Aggregation Fee of \$0.003 per Ccf for all gas delivered. This fee is subject to adjustment on an annual basis.

Balancing Fee

An eligible school entity enrolled in the STP shall be assessed a Balancing Fee of \$0.003 per Ccf for all gas delivered through any meter on which EGM equipment is not installed. This fee is intended to recover costs for such customers associated with any difference between actual daily deliveries and actual daily consumption. This fee shall be credited to the Purchased Gas Adjustment Clause and is subject to adjustment on an annual basis.

Incremental Costs

So as to ensure that this aggregation program will not have any negative impact on the Company or its other customers, and that the charges for the service produce revenues sufficient to recover all incremental costs of the service, charges for this service shall be adjusted, as necessary, to fully recover the incremental cost of providing the service, to the extent such costs are not otherwise recovered through other provisions of this tariff. Any under collection shall be recovered over a period of twelve months.

EGM

An eligible school entity enrolled in the STP shall be required to have EGM equipment installed for individual meters reasonably expected to register more than 100,000 Ccf of usage per year. The terms and conditions governing the installation of such EGM equipment are found in Sheet Nos. 70, 71 and 71.1.

DATE OF ISSUE

month day year

DATE EFFECTIVE

month day year

ISSUED BY

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

Name of Officer

Title

Address