

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the matter of Laclede Gas Company for)
authority to file tariffs to increase rates)
for gas service in Missouri.)

CASE NO. GR-92-165

APPEARANCES: Gerald T. McNeive, Jr., Associate General Counsel, and
Richard W. French, Assistant General Counsel,
720 Olive Street, St. Louis, Missouri 63101.

Robert C. Johnson, Arthur L. Smith, and Diana M. Schmidt,
Attorneys at Law, Peper, Martin, Jensen, Maichel and
Hetlage, 720 Olive Street, 24th Floor, St. Louis,
Missouri 63101, for American National Can Co.,
Anheuser-Busch Companies, Inc., Chrysler Motor Corporation,
Ford Motor Company, General Motors Corporation, MEMC
Electronic Materials Inc., McDonnell Douglas Corporation,
Monsanto Company and Nooter Corporation.

Ronald K. Evans and Steven R. Sullivan, Attorneys at Law,
P. O. Box 149, St. Louis, Missouri 63166, for
Union Electric Company.

Thomas M. Byrne, Attorney at Law, 9900 Clayton Road,
St. Louis, Missouri 63124, for Mississippi River
Transmission Corporation.

Sharon Ballin and William M. Franz, Attorneys at Law,
Franz & Franz, P.C., 721 Olive Street, Suite 800,
St. Louis, Missouri 63101, for O.C.A.W. AFL-CIO,
Gas Workers Local 5.6.

Douglas E. Micheel, Assistant Public Counsel,
P. O. Box 7800, Jefferson City, Missouri 65102,
for the Office of the Public Counsel and the Public.

Jeffrey A. Keevil, Senior Counsel, William M. Shansey,
and Eric B. Witte, Assistants General Counsel,
P. O. Box 360, Jefferson City, Missouri 65102, for
the Staff of the Missouri Public Service Commission.

Hearing
Examiner: Mark A. Grothoff

REPORT AND ORDER

On January 14, 1992, Laclede Gas Company (Laclede) submitted tariffs
reflecting increased rates for gas service provided to customers in its Missouri

service area. On February 11, 1992, the Commission suspended the tariffs until December 13, 1992, and established a procedural schedule. On March 24, 1992, the Commission granted intervention to Mississippi River Transmission Corporation (MRT); Union Electric Company (UE); American National Can Company, Anheuser-Busch Companies, Inc., Chrysler Motor Corporation, Ford Motor Company, MEMC Electronic Materials, Inc., McDonnell Douglas Corporation, Monsanto Company and Nooter Corporation (referenced collectively as Industrial Gas Users); O.C.A.W., AFL-CIO Gas Workers, Local 5.6 (OCAW); Missouri Public Interest Research Group (MoPIRG); and Orchard Corporation of St. Louis, Missouri, and Borden Pasta of St. Louis, Missouri (referenced collectively as Additional Industrial Intervenors).

On July 22, 1992, local public hearings were held in the City of St. Louis and St. Louis County, Missouri. On July 27, 1992, a prehearing conference was convened. Laclede, the Staff of the Commission (Staff), the Office of the Public Counsel (Public Counsel) and all parties granted intervention appeared and participated at the prehearing conference with the exception of MoPIRG and the Additional Industrial Intervenors.

On August 7, 1992, a Stipulation and Agreement (Stipulation) was filed by the parties for Commission consideration. On August 13, 1992, a hearing was held in which the Stipulation and the prefiled testimony was placed on the record. All of the parties waived cross-examination and reading of the transcript by the Commission.

Findings of Fact

The Missouri Public Service Commission, having considered all of the competent and substantial evidence upon the whole record, makes the following findings of fact:

On January 14, 1992, Laclede submitted tariffs reflecting increased rates for gas service provided to customers in its Missouri service area. The

proposed tariffs were designed to produce an increase of \$28,860,000 in charges for gas services.

On August 7, 1992, the parties filed a Stipulation (Attachment A to this Report and Order and incorporated herein by reference) which proposed to settle all issues in this case. All of the parties are signatories to the Stipulation with the exception of MRT, MoPIRG, OCAW, and the Additional Industrial Intervenors, who nonetheless indicated that they do not oppose the terms of the Stipulation. The Stipulation deals with four major issues: rate design, post-retirement benefits other than pensions, a weatherization grant pilot program, and the classification of a residential customer's usage. The Stipulation also outlines several other changes agreed to by the parties.

Rate Design

The Stipulation provides for an increase in Laclede's overall Missouri jurisdictional gross annual revenues of \$13,500,000, exclusive of applicable fees or taxes. The Stipulation also provides for some changes in Laclede's rate design. Currently, three separate divisional rates are charged in the General Service and Seasonal Air Conditioning Service rate schedules. The Stipulation would combine the separate divisional rates into one company-wide rate for each rate schedule.

In addition, the Stipulation would set forth on each tariff sheet the appropriate wholesale gas cost per therm included in the base tariff rates, and would update Laclede's PGA Clause to bring base volumes to a current basis and to restate the base wholesale gas costs and related factors to the wholesale rates in effect on August 1, 1992.

Other changes proposed by the parties are designed to bring rates closer to the cost of rendering service. The Stipulation proposes to increase the monthly customer charge from \$8.00 to \$9.50 for residential customers and

from \$10.00 to \$10.80 for commercial customers. The increase of the customer charge accounts for \$10.5 million of the \$13.5 million overall increase.

The Stipulation also would establish a block rate for the General Service rate schedule to provide one charge per therm of gas used to the first 65 therms used per month and a lower per therm charge applicable to usage in excess of 65 therms, and would further establish a differential in nongas commodity rates for usage during the summer months and winter months. The current tariff charges for all therms used per month 41.688 cents, 43.064 cents and 45.479 cents per therm, respective to the separate divisions. The proposed tariff under the Stipulation would charge 39.324 cents per therm up to 65 therms and 37.324 cents per therm in excess of 65 therms during the months of May through October, and 41.824 cents per therm up to 65 therms and 39.824 cents per therm in excess of 65 therms during the months of November through April.

The Commission has considered these adjustments and finds that they are reasonable. Although rates would be increased overall, some rates within the design would be decreased. While the majority of the increase is centered in the customer charge, such an adjustment brings rates closer to costs. The fluctuation of rate increases in some areas and rate decreases in others is caused by a rate shift designed to bring rates in line with costs. The Commission finds that bringing rates closer to the cost of rendering service is reasonable, and that the rate adjustments under the Stipulation is a reasonable method of bringing rates to parity with costs.

Post-Retirement Benefits Other Than Pensions

The parties have also agreed that Laclede would account for the difference between the estimated costs of post-retirement benefits other than pensions (PBOP) as required by Statement of Financial Accounting Standards No. 106 (FAS 106) and the actual pay-as-you-go expenses thereof by establishing a regulatory asset. The differential between the expense amount calculated under

FAS 106 and the pay-as-you-go amount would be booked to Uniform System of Accounts No. 186, Miscellaneous Deferred Debits. The parties also agreed that Laclede would defer additional costs associated with a legislated property tax reclassification of certain personal property to real property. Such additional cost would also be booked to Uniform System of Accounts No. 186, Miscellaneous Deferred Debits. The Commission finds this accounting method to be legitimate and reasonable as it accurately reflects the burden on the customers for these expenses.

Weatherization Grant Pilot Program

The parties have further agreed that Laclede would implement a low-income weatherization grant pilot program. The program is to consist of weatherization grants averaging \$1,000 to approximately 125 randomly selected low-income customers of Laclede. A randomly selected control group of nongrant low-income Laclede customers, not to exceed 100, is to be used for comparison purposes to study the program's impact. The program is to be implemented within two months after the effective date of this Report and Order and is to continue for a period of two years, or until Laclede's next rate case, whichever is later. Within two months of the program's conclusion, Laclede is to file a report with the Commission on program expenditures. Also, Laclede is to submit annual reports to the Commission documenting the progress and effectiveness of the program. Further, Laclede would monitor billing data of the program and control group members for two years following the conclusion of the program and would submit a follow-up report that evaluates the program's effectiveness. The Commission finds that the proposed pilot program is designed to aid the public in conserving energy and lowering their heating bills. The program will also improve service to Laclede's customers. Thus, the Commission finds that the proposed pilot program is reasonable. Nonetheless, the Commission is of the

opinion that Laclede should file a copy of its program plan with the Commission prior to initiating the pilot program.

Classification Of A Residential Customer's Usage

The parties further agreed to the adoption of the following tariff provision:

Residential Customer. A customer who purchases gas service for domestic use, including gas service delivered 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. 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(23) RSMo, by establishing and maintaining a system and rate classification of "residential" to cause the sales to residential customers under any of the Company's tariffs to be considered as sales made for domestic use and thus exempt from sales tax.

The Commission is currently hearing evidence and testimony on the issue delineated in the proposed tariff provision in Case No. WO-92-142, *In the matter of the rate classification for multi-family dwellings with master metered service*. The Commission is of the opinion that it would be improper for it to issue a decision regarding the proposed tariff provision while Case No. WO-92-142 remains pending. Thus, the Commission will not approve, nor make a finding concerning the proposed tariff provision. The Commission is of the opinion that Laclede should review the proposed tariff provision and its practice regarding this issue in light of the Commission's decision to be issued in Case No. WO-92-142.

Other Agreements

Other changes proposed by the parties include:

- (a) Increasing to \$2 million from \$1 million the minimum amount of annual change which will give rise to rate changes under the PGA Clause;

- (b) Expressly including cogeneration use in the determination of the calculation of the large volume rate billing demand in a summer month;
- (c) Clarifying the extent of the authority of Laclede to discontinue the unauthorized use of gas by basic transportation service customers;
- (d) Including sales service to transportation customers in Laclede's Emergency Curtailment Plan;
- (e) Monitoring the accuracy of the Trace meter reading devices compared to actual inside meter readings and maintaining documentation that will allow an evaluation of the reliability and accuracy of such devices;
- (f) Specifying a time limit regarding adjustments to customer billings;
- (g) Including in the tariff Laclede's existing disconnection notification procedures;
- (h) Including in the tariff a provision regarding the obtaining of an annual reading of all inside meters;
- (i) Including in the tariff a description of certain limitations on Laclede's procedures to make judgment modifications of questionable meter readings; and
- (j) Eliminating from the tariff references to the various types of gas mantle units in street lights.

Furthermore, in response to complaints expressed at the local public hearings in this case, the parties have proposed to establish a new special meter reading charge of \$10 for nonaccess to a meter 21 days after a written request for an appointment is mailed to a customer whose meter has not been read in nine months or more. The parties' proposal includes: a refund provision if access

is obtained within 21 days of the date that the charge is billed; a limit of three charges in any 12-month period; an explanatory notice to the customer; and a waiver of the charge when the customer does not control access to the meter. The parties also proposed to eliminate the \$5 charge for meter reading by appointment.

Laclede has also agreed:

- (a) To determine which customers have gas space heating load and to include those who do in future weather normalization;
- (b) To provide data on water heating usage by random sampling from extreme winter and summer years, and to work with Staff to determine appropriate procedures for estimating and normalizing monthly water heating use; and
- (c) To provide Staff by April 1, 1993, or before Laclede's next general rate case, whichever occurs first, with all actuarial data necessary to perform a study of Laclede's depreciation rates for all Primary Plant Accounts.

The Commission finds these proposals to be reasonable. Improving service to customers is in the public interest and these proposals are reasonable methods of improving service to Laclede's customers.

The Commission has reviewed the Stipulation agreed to by the parties and finds that its provisions, except the provision concerning the classification of a residential customer's usage, are reasonable. The Commission further finds that the Stipulation, excluding the provision concerning the classification of a residential customer's usage, is just and reasonable and should be approved.

Conclusions of Law

The Missouri Public Service Commission has arrived at the following conclusions of law:

The Commission has jurisdiction over this matter pursuant to Sections 386 and 393, RSMo 1986, as amended. The standard for Commission approval of the Stipulation is whether it is just and reasonable.

The Commission may approve a stipulation of the issues in this case if it finds that the stipulation is just and reasonable. The Commission has so found and therefore concludes that the Stipulation, excluding the provision concerning the classification of a residential customer's usage, should be approved. The Commission also concludes that Laclede should file tariffs in compliance with the Stipulation and this Report and Order.

IT IS THEREFORE ORDERED:

1. That the Stipulation and Agreement filed in this case (Attachment A), with the exception of the provision expressly and specifically excluded herein, is hereby approved and adopted.
2. That the tariffs filed by Laclede Gas Company on January 14, 1992, are hereby rejected.
3. That Laclede Gas Company is hereby authorized to file, in lieu of the tariffs rejected in Ordered Paragraph 2, tariffs consistent with the Stipulation and Agreement and this Report and Order, for service on and after September 1, 1992.
4. That Laclede Gas Company shall file a copy of its plan for the pilot program discussed herein prior to initiating the pilot program.

5. That this Report and Order shall become effective on September 1,
1992.

BY THE COMMISSION

Brent Stewart

Brent Stewart
Executive Secretary

(S E A L)

McClure, Chm., Mueller, Rauch,
Perkins and Kincheloe, CC.,
Concur.

Dated at Jefferson City, Missouri,
on the 21st day of August, 1992.

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the matter of Laclede Gas Company)
for authority to file tariffs to) Case No. GR-92-165
increase rates for gas service in)
Missouri.)

STIPULATION AND AGREEMENT

On January 14, 1992, Laclede Gas Company ("Laclede") submitted to this Commission tariffs reflecting increased rates for gas service provided to customers in its Missouri service area. The proposed tariffs contained a requested effective date of February 14, 1992 and were designed to produce an increase of approximately 6.7 percent (\$28,860,000) in charges for gas services.

By Order dated February 11, 1992, the Commission suspended the proposed tariffs and established a procedural schedule for interventions, the prefiling of testimony and exhibits, and hearings. By such Order and subsequent Order issued May 1, 1992, the Commission also established notice requirements and dates for local public hearings in the City of St. Louis and St. Louis County, Missouri. On March 24, 1992, the Commission issued an Order granting the applications to intervene filed by Mississippi River

Transmission Corporation ("MRT");¹ Union Electric Company ("UE"); American National Can Company, Anheuser-Busch Companies, Inc., Chrysler Motor Corporation, Ford Motor Company, MEMC Electronic Materials, Inc., McDonnell Douglas Corporation, Monsanto Company and Nooter Corporation (collectively the "Industrial Gas Users"); O.C.A.W., AFL-CIO Gas Workers, Local 5.6 ("OCAW"); Missouri Public Interest Research Group ("MOPIRG");¹ and Orchard Corporation of St. Louis, Missouri, and Borden Pasta of St. Louis, Missouri (collectively the "Additional Industrial Intervenors").¹

Local hearings were held in this proceeding on July 22, 1992. Pursuant to the procedural schedule established by the Commission, a prehearing conference was convened on July 27, 1992. Laclede, the Commission Staff, the Office of the Public Counsel and all parties granted intervention appeared and participated at the prehearing with the exception of MOPIRG and the Additional Industrial Intervenors. As a result of the prehearing conference, the undersigned parties ("Parties") have reached the following stipulations and agreements:

1. Laclede shall be authorized to file revised gas tariffs and rate schedules designed to produce an increase in overall Missouri jurisdictional gross annual revenues of

¹MRT, MOPIRG and the Additional Industrial Intervenors have each stated that they do not oppose the terms of this Stipulation and Agreement, but MRT, MOPIRG and the Additional Industrial Intervenors will not be signatories hereto.

Thirteen Million, Five Hundred Thousand dollars (\$13,500,000), exclusive of any applicable license, occupation, franchise, gross receipts taxes or other similar fees or taxes.

2. The form of tariffs and rate schedules reflecting this increase and allocating it among the existing rate schedules and special contracts are set forth in Attachment 1 hereto. The actual compliance filing of such tariffs and rate schedules shall be effective as soon as possible, but in no event later than for service rendered on and after September 1, 1992. The tariffs and rate schedules set out in Attachment 1 hereto also reflect other agreements by the Parties including agreed upon changes or additions to the General Terms and Conditions for the provision of Gas Service as well as revisions to Laclede's Purchased Gas Adjustment ("PGA") Clause. Without limiting the generality of the foregoing, these agreements include:

- (a) Setting forth on each rate tariff sheet the appropriate wholesale gas cost per therm included in base tariff rates.
- (b) Updating Laclede's PGA Clause to bring base volumes to a current basis and to restate the base wholesale gas costs and related PGA factors to the wholesale rates in effect on August 1, 1992 as set forth on Fourth Revised Sheet No. 22 of Laclede's tariff.
- (c) Merging separate divisional rates that presently exist in the General Service and Seasonal Air

Conditioning Service rate schedules into one company-wide rate for each rate schedule.

- (d) The tariffs proposed by the parties in this matter also include a number of rate design changes intended to bring the rates closer to the cost of rendering service.
- (e) Increasing the respective monthly customer charge for service.
- (f) Establishing a differential in non-gas commodity rates for the General Service class for usage during the months of November through April, and during the months of May through October, respectively.
- (g) Establishing a second rate block for the General Service rate schedule to provide one charge per therm applicable to the first 65 therms used per month and a lower per therm charge applicable to usage in excess of 65 therms.
- (h) Increasing to \$2 million the minimum amount of annual change which will give rise to rate changes under the PGA Clause.
- (i) Establishing a new special meter reading charge of \$10 for non-access to a meter 21 days after a written request for an appointment is mailed to a customer whose meter has not been read in nine months or more with: (a) a refund provision if access is obtained within twenty-one calendar days

of the date that the charge is billed; (b) a maximum of three charges in any twelve-month period; (c) an explanatory notice to the customer; and (d) a waiver of the charge in circumstances where the customer does not control access to the meter.

- (j) Eliminating the \$5 charge for meter reading by appointment.
- (k) Including cogeneration use expressly in the determination of the calculation of the large volume rate billing demand in a summer month.
- (l) Clarifying the extent of the authority of Laclede to discontinue the unauthorized use of gas by basic transportation service customers.
- (m) Adopting a tariff provision reflecting Laclede's classification of a residential customer's usage, in accordance with Section 144.030(23) RSMo. 1986, as domestic use and thus exempt from sales tax.
- (n) Including sales service to transportation customers in Laclede's Emergency Curtailment Plan.
- (o) Monitoring the accuracy of the Trace meter reading devices compared to actual inside meter readings and maintaining documentation that will allow an evaluation of the reliability and accuracy of such devices.
- (p) Specifying a limit regarding adjustments to customer billings.

- (q) Including in the tariff existing disconnection notification procedures.
- (r) Including provisions regarding:
 - (i) the obtaining of an annual inside meter reading of all inside meters; and
 - (ii) a description of certain limitations on Laclede's procedures to make judgment modifications of questionable meter readings.
- (s) Eliminating references to the various types of gas mantle units in street lights.

The tariff schedules will continue to be subject to adjustment by action of Laclede's Tax Adjustment Schedule and Purchased Gas Cost Adjustment Schedule. Service will also be subject to Laclede's transportation provisions and to the General Terms and Conditions for Gas Service. The specific prices, terms, and conditions of service are shown on the tariff schedules.

3. The Parties agree that the Commission's acceptance of this Stipulation and Agreement authorizes Laclede:

- (a) Commencing on October 1, 1993 to account for the difference between: (1) the estimated costs of post-retirement benefits, other than pensions ("PBOP"), as required by Statement of Financial Accounting Standards No. 106 ("FAS 106"); and (2) the actual pay-as-you-go expenses thereof by establishing a regulatory asset. The differential between the expense amount calculated under FAS 106

and the pay-as-you-go amount shall be booked to Uniform System of Accounts No. 186, Miscellaneous Deferred Debits.

The Commission's acceptance of this Stipulation and Agreement will represent its intent to allow prudently incurred PBOP costs to be recovered in service rates in the future on a pay-as-you-go basis. PBOPs are legitimate and historically approved costs of providing service and, absent evidence that they are excessive or imprudently incurred, they will be recovered by Laclede Gas Company on a pay-as-you-go basis. Further, the Commission will be expressing its belief that it is probable that PBOPs capitalized as a regulatory asset, as a result of adopting FAS 106, will likewise be recovered in rates.

- (b) To defer the additional costs associated with a legislated property tax reclassification of certain personal property to real property. Such additional cost shall be booked to Uniform System of Accounts No. 186, Miscellaneous Deferred Debits, as a regulatory asset. The parties agree that the Commission's acceptance of this Stipulation and Agreement meets the requirements for creation of a regulatory asset for this item as set forth in Statement of Financial Accounting Standards No. 71, Accounting for the Effects of Certain Types of

Regulation. Ratemaking treatment for the deferred amounts will be determined at the time of the Company's next general rate proceeding.

4. Laclede agrees:

- (a) To make a determination as to whether each of the large commercial and industrial customers classified as weather sensitive by Staff Witness Ross in this proceeding have gas space heating load. Laclede agrees to include those who do in future weather normalization, and any additional space heating customers subsequently classified under the Large Volume, Interruptible, Transportation, or Special Contracts rates after March 1, 1992 will also be analyzed for possible inclusion on the same basis.
- (b) To provide data on water heating usage by random sampling from extreme winter and summer years. Staff will gather water temperature data for the same sample period as measured at the Olive and Ballas Street office of St. Louis County Water Company. Laclede agrees to work with Staff to determine appropriate procedures for estimating and normalizing monthly water heating use.
- (c) To implement, and study the impact of, a low-income weatherization grant pilot program ("Program") developed in cooperation with the Commission Staff, the Office of the Public Counsel and any other

parties mutually agreeable to Laclede, the Commission Staff and the Office of the Public Counsel. The Program shall consist of weatherization grants averaging \$1,000 ("Grants") to approximately a total of one hundred twenty-five (125) of Laclede's low-income customers ("Grantees") randomly selected to participate in the Program. A randomly selected control group of other, non-Grantee Laclede low-income customers (which group shall not exceed 100) shall also be used for comparison purposes to study the Program's impact. The implementation of the Program shall begin within two (2) months after the effective date of the Commission Order approving this Stipulation and Agreement and shall continue for a period of two (2) years therefrom, or until the filing with the Commission by Laclede of its next general rate proceeding, whichever occurs later ("Program Period"). The cost of the Grants and the actual costs incurred by Laclede in administering the Program, which administrative costs are to be reimbursed within limits (collectively the "Program Expenditures"), shall be funded from utility revenue received by Laclede in an annual funding amount of \$100,000 per each year of the Program Period and pro rata for any such partial year ("Program Funds"). Within two (2) months of the

conclusion of the Program Period, Laclede shall file a report with the Commission accounting for the Program Expenditures, which report will be subject to audit for accuracy and prudence by the Commission Staff and the Office of the Public Counsel. At the conclusion of the Program Period, to the extent that the total Program Funds received exceed the total costs of Grants plus the lesser of: (a) actual administrative costs incurred by Laclede; or (b) ten percent (10%) of the overall Program Period Program Funds, the amount of such excess shall be refunded to Laclede's customers or otherwise utilized for weatherization purposes as directed by the Commission. Laclede will be reimbursed for its actual administrative costs in the amount of such costs or 10% of the Program Period Program Funds, whichever is less. Laclede will submit annual reports to the Commission that document the progress and effectiveness of the Program. Laclede will monitor the billing data of the Program and control group members for two (2) years following the end of the Program and will utilize such information to prepare a follow-up report that evaluates the Program's effectiveness.

(d) To provide Staff on or before April 1, 1993, or before the filing of Laclede's next general rate case, whichever occurs first, with all actuarial

data necessary to perform a study of Laclede's depreciation rates for all Primary Plant Accounts. Such data shall utilize an accounting data base as of September 30, 1992. Laclede will cooperate with Staff in the conduct of any depreciation study of Laclede's property by Staff, which study shall be concluded on or before July 1, 1994. Laclede shall continue to use its last Commission-approved depreciation rates until otherwise ordered by the Commission.

5. The parties agree that allocation of purchased gas costs among Laclede's various rate classes may be reviewed in Laclede's upcoming Actual Cost Adjustment filing in October 1992. The parties may, during the pendency of the ACA case, propose changes to Laclede's PGA clause to facilitate any proposed changes as a result of the review; however, Laclede is under no obligation to accept such proposals.

6. The prefiled direct testimony, schedules, exhibits and minimum filing requirements submitted by Laclede, Commission Staff, Office of Public Counsel, UE and the Industrial Gas Users shall be received into evidence without the necessity of their respective witnesses taking the stand.

7. This Stipulation and Agreement represents a negotiated dollar settlement for the sole purpose of disposing of this case, and none of the signatories to this Stipulation and Agreement shall be prejudiced or bound in any

manner by the terms of the Stipulation and Agreement in any other proceeding, except as otherwise specified herein.

8. None of the signatories to this Stipulation and Agreement shall be deemed to have approved or acquiesced in any ratemaking principle or any method of cost determination or cost allocation underlying or allegedly underlying this Stipulation and Agreement and the rates provided for herein.

9. In the event the Commission accepts the specific terms of this Stipulation and Agreement, the signatories waive their respective rights to cross-examine witnesses, their respective rights to present oral argument and written briefs pursuant to Section 536.080.1 RSMo. 1986; their respective rights to the reading of the transcript by the Commission pursuant to Section 536.080.2 RSMo. 1986; and their respective rights to judicial review pursuant to Section 386.510 RSMo. 1986.

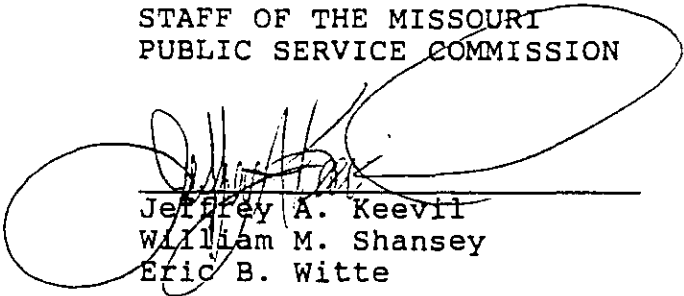
10. This Stipulation and Agreement has resulted from extensive negotiations among the signatories and the terms hereof are interdependent. In the event the Commission does not approve and adopt Paragraphs 1 through 9 of this Stipulation and Agreement in total, or in the event the revised tariffs do not become effective in accordance with the provisions contained herein, the Stipulation and Agreement shall be void and no signatory shall be bound by any of the agreements or provisions hereof.

11. The Staff shall have the right to file with the Commission a summary of the provisions of the Stipulation and

Agreement and to provide to the Commission whatever further explanation the Commission requests. The summary shall not become a part of the record of this proceeding and shall not bind or prejudice the Staff in any future proceeding or in this proceeding in the event the Commission does not approve the Stipulation and Agreement. The contents of the summary provided by Staff are its own and not acquiesced in or otherwise adopted by the other signatories to the Stipulation and Agreement, whether or not the Commission approves and adopts this Stipulation and Agreement.

Respectfully submitted,


STAFF OF THE MISSOURI
PUBLIC SERVICE COMMISSION



Jeffrey A. Keevil
William M. Shansey
Eric B. Witte

Staff of the Missouri Public
Service Commission
P.O. Box 360
Jefferson City, MO 65102
314-751-8703

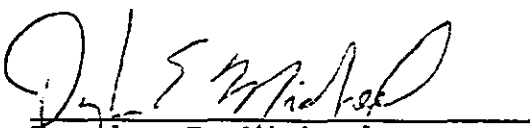
LACLEDE GAS COMPANY



Gerald T. McNeive, Jr.
Richard W. French

Laclede Gas Company
720 Olive Street
Room 1528
St. Louis,, MO 63101
314-342-0513

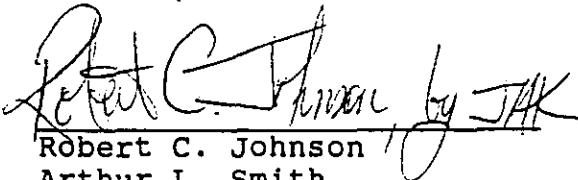
OFFICE OF THE PUBLIC COUNSEL



Douglas E. Micheel

Office of the Public Counsel
P.O. Box 7800
Jefferson City, MO 65102
314-751-1304

AMERICAN NATIONAL CAN
COMPANY, ET AL.



Robert C. Johnson
Arthur L. Smith
Diana M. Schmidt

Peper, Martin, Jensen, Maichel
& Hetlage
720 Olive St., 24th Floor
St. Louis, MO 63101
314-421-3850

UNION ELECTRIC COMPANY

O.C.A.W., AFL-CIO GAS
WORKERS, LOCAL 5.6



Ronald K. Evans

William M. Franz
Sharon Ballin

Union Electric Company
1901 Chouteau Avenue
P.O. Box 149
St. Louis, MO 63166
314-554-2156

Franz & Franz, P.C.
721 Olive Street
Suite 800
St. Louis, MO 63101
314-231-2200

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been mailed or hand-delivered to all parties of record on this 7th day of August, 1992.



Gerald T. McNeive, Jr.

CANCELLING All Previous Schedules

Laclede Gas Company

Refer to Sheet No. 1

.....
Name of Issuing Corporation or Municipality

For

.....
Community, Town or City

.....
SCHEDULE OF RATES
.....

TABLE OF CONTENTS

	<u>Beginning Sheet Number</u>
General Service.	2
Seasonal Air Conditioning Service.	4
Large Volume Service	5
Interruptible Service.	7
General L.P. Gas Service	8
Unmetered Gas Light Service.	9
Amendment to Gas Sale Contracts.	10
Billing of License, Occupation, or Other Similar Charges or Taxes.	14
Purchased Gas Adjustment Clause.	15
Reconnection Charges, Meter Reading Non-Access Charge.	30
Collection Trip Charge	31
Large Volume Transportation and Sales Service.	32

DATE OF ISSUE
month day year

DATE EFFECTIVE...September...1...1992.....
month day year

ISSUED BY
name of officer title address

Laclede Gas Company
Name of Issuing Corporation or Municipality

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

..... SCHEDULE OF RATES
.....

GENERAL SERVICE

Availability - This rate schedule is available for all gas service rendered by the Company, including space heating service.

Rate - The monthly charge shall consist of a customer charge plus a charge for gas used as set forth below:

Customer Charge - per month

Residential	\$9.50
Commercial and Industrial	\$10.80

	Summer (May-Oct.)	Winter (Nov.-Apr.)
Charge For Gas Used - per therm		
For the first 65 therms used per month	39.324¢	41.824¢
For all therms used in excess of 65 therms	37.324¢	39.824¢

Minimum Monthly Charge - The Customer Charge.

Purchased Gas Adjustment - The charge for gas used as specified in this schedule shall be subject to an adjustment per therm for increases and decreases in the Company's cost of purchased gas, as set out on Sheet No. 29. The above tariff rates are based on wholesale gas rates which produce a system average gas cost of 28.489¢ per therm.

Late Payment Charge - Unless otherwise required by law or other regulation, 1.5% will be added to the outstanding balance of all bills not paid by the delinquent date stated on the bill. The late payment charge will not be applied to amounts being collected through a pre-arranged payment agreement with the Company that is kept up-to-date.

DATE OF ISSUE
month day year

DATE EFFECTIVE September 1, 1992
month day year

ISSUED BY
name of officer title address

Laclede Gas Company
Name of Issuing Corporation or MunicipalityFor Refer to Sheet No. 1
Community, Town or City

SCHEDULE OF RATES

SEASONAL AIR CONDITIONING SERVICE

Availability - This rate schedule is available for all gas service to air conditioning customers during the six consecutive billing months of May through October, provided that the quantity of gas used during such period for air conditioning purposes is at least twice the quantity of gas used for all other purposes during such period. All gas used by the customer for the balance of the year shall be billed under the General Service rate.

Rate - The monthly charge shall consist of a customer charge plus a charge for gas used as set forth below:

Customer Charge - per month

Residential	\$9.50
Commercial and Industrial	\$10.80

Charge For Gas Used - per therm

For the first 65 therms used per month	34.405¢
For all therms used in excess of 65 therms	32.405¢

Minimum Monthly Charge - The Customer Charge.

Purchased Gas Adjustment - The charge for gas used as specified in this schedule shall be subject to an adjustment per therm for increases and decreases in the Company's cost of purchased gas, as set out on Sheet No. 29. The above tariff rates are based on wholesale gas rates which produce a system average gas cost of 23.570¢ per therm.

Late Payment Charge - Unless otherwise required by law or other regulation, 1.5% will be added to the outstanding balance of all bills not paid by the delinquent date stated on the bill. The late payment charge will not be applied to amounts being collected through a pre-arranged payment agreement with the Company that is kept up-to-date.

DATE OF ISSUE

DATE EFFECTIVE September 1, 1992ISSUED BY
name of officer title address

Laclede Gas Company

Refer to Sheet No. 1

Name of Issuing Corporation or Municipality

For

Community, Town or City

SCHEDULE OF RATES

LARGE VOLUME SERVICE

Availability - Service under this rate schedule is available for qualifying firm gas uses including cogeneration and for boiler plant use where gas is the exclusive boiler plant fuel. Service under this rate schedule is available to customers contracting for separately metered gas service for a minimum term of one year with a billing demand equal to, or greater than, 250 therms and an annual usage equal to, or greater than 60,000 therms.

Rate - The monthly charge shall consist of a customer charge, a demand charge, and a commodity charge as set forth below:

Customer Charge - per month	\$400
Demand Charge - per billing demand therm	45¢
Commodity Charge - for all therms used per month - per therm	29.710¢

Minimum Monthly Charge - The Customer Charge plus the Demand Charge.

Terms of Payment - Customer's monthly bills will be computed at both the net and gross rates. Gross rates will be two percent (2%) higher than net rates. The net bill is payable on or prior to due date stated thereon. After this date, the gross bill is payable.

Purchased Gas Adjustment - The charge for gas used as specified in this schedule shall be subject to an adjustment per therm for increases and decreases in the Company's cost of purchased gas, as set out on Sheet No. 29. The above tariff rates are based on wholesale gas rates which produce a system average gas cost of 28.489¢ per therm.

DATE OF ISSUE

DATE EFFECTIVE September 1, 1992

ISSUED BY

.....Laclede Gas Company.....For.....Refer to Sheet No. 1.....
 Name of Issuing Corporation or Municipality.....Community, Town or City.....

.....SCHEDULE OF RATES.....

LARGE VOLUME SERVICE (Continued)

Determination of Billing Demand

For purposes of determining the billing demand under this Large Volume Service rate Schedule, the billing months of November through March shall be considered winter months; all other billing months shall be considered summer months. The billing demand for any winter month shall be the maximum use in therms during any consecutive period of 24 hours in such month. The billing demand for any summer month shall be one-half of the maximum use in therms during any consecutive period of 24 hours in such month (where gas is used for air conditioning and/or cogeneration, and the maximum monthly quantity of gas so used is at least equal to the maximum amount used for all other purposes, the billing demand for a summer month shall be one-third of the maximum use in therms during any consecutive period of 24 hours in such month).

The Company will normally compute the maximum use in therms during any consecutive period of 24 hours in any billing month as 1/20th of the number of therms used during such billing month, adjusted to a base monthly billing period of 30 days, but the Company may determine such maximum use by meters.

Notwithstanding the foregoing provisions, the billing demand for any winter or summer month shall not be less than the greater of (a) 250 therms, or (b) the highest billing demand for any of the last preceding eleven months. If the gas service was furnished under any other rate schedule in effect during any of said preceding months, for the purpose of this paragraph, use under such other rate schedule shall be treated as if this Large Volume Service Rate applied thereto.

Notwithstanding any of the foregoing provisions, in the case of a new customer whose first billing month is a summer month, the entire maximum use in therms during any consecutive period of 24 hours (instead of one-half or one-third thereof) shall be used in computing the billing demand for each summer month prior to the first winter month, but in such case the Company will, promptly after the end of the last winter month of the first winter, make an adjustment of the billing demand by assuming that the highest actual billing demand for a winter month had occurred in the last month of the previous winter, and the Company shall make any refund to such new customer called for by such adjustment, but such adjustment shall not operate to increase any previous bill of such new customer. This provision as to new customers is included to avoid the necessity of making estimates of future demand.

DATE OF ISSUE
 month day year

DATE EFFECTIVE September 1, 1992
 month day year

ISSUED BY
 name of officer title address

Laclede Gas Company

Refer to Sheet No. 1

Name of Issuing Corporation or Municipality

For

Community, Town or City

SCHEDULE OF RATES

INTERRUPTIBLE SERVICE

Under certain conditions, and from time to time, the Company has excess gas to sell. When the Company has such gas available for resale, it will make short-term contracts for the sale thereof.

Availability - This rate schedule is available to customers contracting for separately metered interruptible gas service for a minimum term of one year with a demand equal to, or greater than, 10,000 cubic feet per hour.

Net Rate - The monthly charge shall consist of a customer charge and a commodity charge as set forth below:

Customer Charge - per month	\$400
Commodity Charge	
First 100,000 therms - per month - per therm	29.852¢
Over 100,000 therms - per month - per therm	28.413¢

Charge For Gas Used During Interruption

All gas used during any period of interruption -
per therm 58.473¢

Minimum Monthly Charge - The Customer Charge.

Purchased Gas Adjustment - The charge for gas used as specified in this schedule shall be subject to an adjustment per therm for increases and decreases in the Company's cost of purchased gas, as set out on Sheet No. 29. The above tariff rates are based on wholesale gas rates which produce a system average gas cost of 23.570¢ per therm.

Late Payment Charge - Unless otherwise required by law or other regulation, 1.5% will be added to the outstanding balance of all bills not paid by the delinquent date stated on the bill. The late payment charge will not be applied to amounts being collected through a pre-arranged payment agreement with the Company that is kept up-to-date.

DATE OF ISSUE

month

day

year

DATE EFFECTIVE September 1, 1992.....

month

day

year

ISSUED BY

name of officer

title

address

Laclede Gas Company

Refer to Sheet No. 1

Name of Issuing Corporation or Municipality

For

Community, Town or City

SCHEDULE OF RATES

GENERAL L.P. GAS SERVICE

Availability - This rate schedule is available for L.P. gas service to those customers located in subdivisions in the Company's certificated area where natural gas is not available, where the subdivision developer is willing to construct the subdivision so as to make it fully adapted to such service and the later conversion to natural gas and where a central L.P. gas system is determined by the Company to be feasible.

<u>Rate</u> - Customer Charge - per month	\$8.50
For all gallons used per month - per gallon	55.308¢

Minimum Monthly Charge - The Customer Charge.

Purchased Gas Adjustment

(A) The above charges shall be subject to an adjustment per gallon by the amount by which the price paid by the Company for L.P. Gas is above or below a basic price of 43.21¢ per gallon. Such adjustments shall be fully effective concurrent with any changes in the Company's Purchased Gas Adjustment factors for natural gas service and materials supporting such L.P. Gas Adjustments shall be included in the Company's PGA filings with the Commission.

(B) Whenever the actual prices paid by the Company for L.P. Gas differ from the price upon which its then effective adjustment is predicated, the amount of increased or decreased L.P. Gas cost resulting from such difference in price shall be debited or credited to a Deferred Purchased L.P. Gas Cost account. The cumulative balance of such deferred account entries for the same periods set out in Paragraphs C. 3 and C. 4 of the Company's PGA Clause shall be divided by the estimated amount of L.P. Gas gallons to be sold during the succeeding 12 billing months beginning with November and the resulting deferred cost per gallon shall be applied as a Deferred L.P. Gas Adjustment for said succeeding 12 billing months and shall increase or decrease the adjustments determined pursuant to Paragraph A hereof. All increases or decreases in charges resulting from the deferred adjustment shall be appropriately recorded in the Deferred L.P. Gas Cost account.

The current level of the adjustment factors described in (A) and (B) above are set out on Sheet No. 29.

Late Payment Charge - Unless otherwise required by law or other regulation, 1.5% will be added to the outstanding balance of all bills not paid by the delinquent date stated on the bill. The late payment charge will not be applied to amounts being collected through a pre-arranged payment agreement with the Company that is kept up-to-date.

DATE OF ISSUE

DATE EFFECTIVE ..September 1, 1992.....

ISSUED BY

DATE OF BIRTH

WILEY

Address

CANCELLING P.S.C. MO. No. 5 Consolidated, Seventh Revised Sheet No.

Laclede Gas Company For Refer to Sheet No. 1
 Name of Issuing Corporation or Municipality Community, Town or City

..... SCHEDULE OF RATES

UNMETERED GAS LIGHT SERVICE

Availability - This rate schedule is available, subject to the special provisions included herein, to customers who contract for service thereunder for a minimum term of one year for unmetered gas to be used solely for the continuous operation of gas lights.

Rate

Customer Charge - \$3.00 per month

For lights equipped with mantle units with an hourly input rating of 3 cubic feet or less per mantle unit:

Each initial mantle unit per light - \$8.40 per month

Each additional mantle unit per light - \$7.09 per month

For open flame lights or lights equipped with mantle units with an hourly input rating in excess of 3 cubic feet per mantle unit:

First 3 cubic feet of hourly input rating per light

- \$8.40 per month

Each additional 3 cubic feet of hourly input
rating or fraction thereof per light

- \$7.09 per month

Purchased Gas Adjustment - The charge for gas used as specified in this schedule shall be subject to an adjustment per therm for increases and decreases in the Company's cost of purchased gas, as set out on Sheet No. 29; and such adjustment per therm shall be applied on the basis of an average consumption of 19.7 therms per month per mantle unit. The above tariff rates are based on wholesale gas rates which produce a system average gas cost of 28.489¢ per therm.

Late Payment Charge - Unless otherwise required by law or other regulation, 1.5% will be added to the outstanding balance of all bills not paid by the delinquent date stated on the bill. The late payment charge will not be applied to amounts being collected through a pre-arranged payment agreement with the Company that is kept up-to-date.

DATE OF ISSUE
 month day year

DATE EFFECTIVE September 1, 1992
 month day year

ISSUED BY
 name of officer title address

P.S.C. MO. No. 5 Consolidated, Ninth Revised Sheet No. 10

CANCELLING P.S.C. MO. No. 5 Consolidated, Eighth Revised Sheet No. 10

Laclede Gas Company

Refer to Sheet No. 1

Name of Issuing Corporation or Municipality

For

Community, Town or City

SCHEDULE OF RATES

AMENDMENT TO GAS SALE CONTRACTS

Charges for gas service rendered by Laclede Gas Company to various customers pursuant to gas sales and transportation contracts on file with the Missouri Public Service Commission are hereby amended as follows:

Southwestern Bell Telephone Company - contract dated August 17, 1982, as amended.

Base Monthly Charge	\$390
Monthly Demand Charge - per billing demand therm per month	32¢
Base Commodity Charge - per therm	31.375¢

Special Partial Requirements Large Volume Gas Contracts

Customer Charge - per month	\$400
Demand Charge - per billing demand therm	45¢
Base Commodity Charge - per therm	29.710¢

Purchased Gas Adjustment - The charge for any gas sales pursuant to the above contracts shall be subject to an adjustment per therm for increases and decreases in the Company's cost of purchased gas, as set out on Sheet No. 29. The above tariff rates are based on wholesale gas rates which produce a system average gas cost of 28.489¢ per therm.

DATE OF ISSUE

DATE EFFECTIVE September 1, 1992

ISSUED BY
Name of officer Title Address

CANCELLING P.S.C. MO. No. 5 Consolidated, Second Revised Sheet No.

.....Laclede Gas Company..... For Refer to Sheet No. 1.....
Name of Issuing Corporation or Municipality Community, Town or City

.....SCHEDULE OF RATES.....

BILLING OF LICENSE, OCCUPATION, OR
OTHER SIMILAR CHARGES OR TAXES

There shall be added to the Customer's bill, as a separate item, an amount equal to any license, occupation, or other similar charge or tax now or hereafter imposed upon the Company, whether imposed by ordinance or franchise or otherwise, applicable to gas service by the Company to the Customer.

Where such charge or tax is imposed as a percentage of gross or net receipts or revenues from sales of gas, the amount of such charge or tax applicable to gas service to a Customer shall be determined by applying the rate imposed by the taxing authority.

Where such charge or tax is not imposed as a percentage of gross or net receipts or revenues from sales of gas, the amount of such charge or tax applicable to gas service to a Customer shall be determined by dividing the amount of the tax or charge applicable to the billing month by the number of Customers of the Company within the jurisdiction of the taxing authority billed during the previous billing month.

Where more than one such charge or tax is imposed by a taxing authority, the total of such charges or taxes applicable to a Customer may be billed to the Customer as a single amount.

Charges or taxes referred to in this schedule shall in all instances be billed to Customers on the basis of Company rates effective at the time of billing. There shall be returned or credited to Customers, in accordance with the Purchased Gas Adjustment Clause contained in Sheet Nos. 15 through 22, inclusive, that part of such charges or taxes which is collected from Customers but is not paid by the Company to taxing authorities because of refunds which the Company may receive and subsequently does receive from the Company's suppliers and which refunds are returned or credited to the Company's Customers.

DATE OF ISSUE
month day year

DATE EFFECTIVE September 1, 1992
month day year

ISSUED BY
name of officer title address

.....Laclede Gas Company..... ForRefer to Sheet No. 1.....
Name of Issuing Corporation or Municipality Community, Town or City

.....SCHEDULE OF RATES.....	
A.	<p><u>Current Purchased Gas Adjustments (Continued)</u></p> <p>by the total sales volumes specified in Paragraph E. The rate per therm so determined shall be rounded to the nearest .001¢ per therm. The current annual commodity related cost of purchased gas shall be calculated by multiplying the most recent FERC authorized commodity related rate(s) times the total commodity related purchase volumes specified in Paragraph E.</p> <p>e. The per therm take-or-pay gas cost component shall be determined by dividing the current annual take-or-pay related cost of purchased gas by the total sales and transportation volumes specified in Paragraph E. The rate per therm so determined shall be rounded to the nearest .001¢ per therm.</p> <p>2. The factors determined in Paragraph 1 c. and Paragraph 1 e. shall be applicable to transportation customers pursuant to Sheet No. 34 of the Company's Large Volume Transportation and Sales Service as "Pipeline Demand Costs - per therm" and "Take-or-Pay Related (TOP) Cost - per therm," respectively. For informational purposes, such charges shall also be set forth at the bottom of Sheet No. 29.</p> <p>3. No new CPGA will be submitted unless the aggregate increase or decrease in annualized gas costs computed in accordance with Paragraph 1 above represents an aggregate current increase or decrease of more than \$2,000,000 from the previous CPGA computation which resulted in the previously effective CPGA.</p> <p>4. The CPGA for firm sales and the CPGA for seasonal and interruptible sales shall be set forth on Tariff Sheet No. 29 to be filed with the Commission and shall remain in effect until the next CPGA becomes effective hereunder, or until retail rates (or the fixed test period purchase and sales volumes) are otherwise changed by order of the Commission. Each CPGA made effective hereunder shall cancel and supersede the previously effective CPGA and shall be the CPGA to be effective thenceforth.</p> <p>5. The amount of each customer's bill shall include a CPGA charge which shall on a net basis be the product of (a) the CPGA per therm applicable to the sales classification as set forth in Tariff Sheet No. 29 and (b) the total therms used in each billing period.</p> <p>6. The resulting increases or decreases in charges for gas service resulting from an increase or decrease in the CPGA shall be effective on a pro-rata basis beginning with the effective date of the revised Tariff</p>

DATE OF ISSUE
month day year

DATE EFFECTIVESeptember 1, 1992.....
month day year

ISSUED BY
name of officer title address

Laclede Gas Company

Name of Issuing Corporation or Municipality

For Refer to Sheet No. 1

Community, Town or City

SCHEDULE OF RATES

E. STANDARD VOLUMES, BASIC RATES AND GAS COSTS.

THE FOLLOWING STANDARD VOLUMES, BASIC RATES AND GAS COSTS SHALL BE USED
FOR PURPOSES OF PARAGRAPH A. HEREOF:

	THERMS
FIRM SALES	902,756,045
SEASONAL & INTERRUPTIBLE SALES	10,763,942
TOTAL SALES	913,519,987
FIRM TRANSPORTATION	50,610,249
BASIC TRANSPORTATION	87,089,877
AUTHORIZED OVERRUN	1,373,775
TOTAL SALES AND TRANSPORTATION	1,052,593,888
TOTAL PURCHASES	937,053,764

BASIC WHOLESALE RATES IN EFFECT AUG 1, 1992
MRT RATE SCHEDULE CD-1

D-1 DEMAND	\$5.988	PER MMBTU OF CONTRACT DEMAND
COMMODITY	\$2.3105	PER MMBTU OF GAS PURCHASED
GRI SURCHARGE	\$0.0147	PER MMBTU OF GAS PURCHASED
ANNUAL CHARGE ADJUSTMENT	\$0.0024	PER MMBTU OF GAS PURCHASED
FIXED TAKE-OR-PAY RELATED CHARGES	(\$268,829)	PER MONTH

		GAS COST PER THERM			
		COST	VOLUMES (THERMS)	FIRM	SEASONAL & INTERRUPTIBLE
BASE GAS COST					
D-1 DEMAND	7,831,920 MMBTU	\$46,897,537	953,366,294	\$0.04919	\$0.00000
COMMODITY RELATED CHARGES					
COMMODITY		216,506,271			
GRI SURCHARGE		1,377,469			
ANNUAL CHARGE ADJUSTMENT		224,893			
S/T		218,108,633	913,519,987	0.23876	0.23876
FIXED TAKE-OR-PAY RELATED CHARGES		(3,225,948)	1,052,593,888	-0.00306	-0.00306
TOTAL		\$261,780,222		\$0.28489	\$0.23570

DATE OF ISSUE

DATE EFFECTIVE September 1, 1992

ISSUED BY

Laclede Gas Company

Refer to Sheet No. 1

Name of Issuing Corporation or Municipality

For

Community, Town or City

SCHEDULE OF RATES

PURCHASED GAS ADJUSTMENT CLAUSE

Adjustment Statement

In accordance with the Company's Purchased Gas Adjustment Clause contained in Sheet Nos. 15 through 22, inclusive and the Company's Purchased L.P. Gas Adjustment Clause contained on Sheet No. 8, the following adjustments per therm or per gallon, where applicable, will become effective on and after the effective date of this tariff.

<u>Sales Classification</u>	<u>Current PGA</u>	<u>ACA</u>	<u>Refund</u>	<u>Total Adjust- ment</u>
Firm	0.000¢	1.562¢	(2.363¢)	(0.801¢)
Seasonal & Interruptible	0.000¢	1.617¢	(.337¢)	1.280¢
L.P.	(5.501¢)	(9.199¢)	---	(14.700¢)

Firm Gas Service is rendered under General Service Rate (Sheet No. 2), the Large Volume Service Rate (Sheet No. 5), the Unmetered Gas Light Service Rate (Sheet No. 9), and all special contracts for firm service.

Seasonal and Interruptible Service is rendered under the Seasonal Air Conditioning Service Rate (Sheet No. 4), and the Interruptible Service Rate (Sheet No. 7).

L.P. Gas Service is rendered under the General L.P. Gas Service Rate (Sheet No. 8).

Additional Transportation Charges and Refunds

<u>Transportation Customer Groups</u>	<u>TOP</u>	<u>Pipeline Demand</u>	<u>Refund</u>
Firm	(.306¢)	4.919¢	(1.960¢)
Basic - Firm Sales Prior to November 15, 1989	(.306¢)	--	(0.006¢)
Basic - Other	(.306¢)	--	(0.005¢)

The above Current PGA Factors are based on wholesale pipeline gas cost levels, per therm, which include TOP and Pipeline Demand.

DATE OF ISSUE

DATE EFFECTIVE September 1, 1992

ISSUED BY K.J. Neises, Vice President, 720 Olive St., St. Louis, MO 63101

..... Laclede Gas Company For Refer to Sheet No. 2
Name of Issuing Corporation or Municipality Community, Town or City

<p>..... <u>SCHEDULE OF RATES</u> <u>RECONNECTION CHARGES</u></p>	
<p>Charges for reconnection of service as described in Rule No. 15, page R-13 of this tariff, shall be as follows:</p> <p>(A) Residential customer - \$43</p> <p>(B) Commercial or industrial customer, the greater of:</p> <p style="margin-left: 40px;">(1) The applicable charge set out in (A) above; or</p> <p style="margin-left: 40px;">(2) A charge that is equal to the actual labor and material costs that are incurred to complete the disconnection and the reconnection of service.</p> <p>(C) Residential, commercial, or industrial customer whose service pipe was disconnected and/or whose meter was removed by reason of fraudulent use or tampering, the greater of:</p> <p style="margin-left: 40px;">(1) The applicable charge set out in (A) or (B) above; or</p> <p style="margin-left: 40px;">(2) A charge that is equal to the actual labor and material costs that are incurred in the removal of the meter or disconnection of the service pipe and the reinstallation of the meter or the reconnection of the service pipe.</p> <p style="text-align: center; margin-top: 20px;"><u>METER READING NON-ACCESS CHARGE</u></p> <p>The charge for non-access as described in Rule No. 22, page R-26 of this tariff, shall be as follows:</p> <p style="margin-left: 40px;">Charge For Non-Access. \$10</p>	

DATE OF ISSUE
month day year

DATE EFFECTIVE September 1, 1992
month day year

ISSUED BY
name of officer title address

P.S.C. MO. No. 5 Consolidated, Seventh Revised Sheet No. 31

CANCELLING P.S.C. MO. No. 5 Consolidated, Sixth Revised Sheet No. 31

..... Laclede Gas Company For Refer to Sheet No. 1
Name of Issuing Corporation or Municipality Community, Town or City

..... SCHEDULE OF RATES
.....

COLLECTION TRIP CHARGE

The collection trip charge as described in Rule No. 23, Page R-26, of this tariff shall be as follows:

Collection Trip Charge - \$9

DATE OF ISSUE
month day year

DATE EFFECTIVE September 1, 1992
month day year

ISSUED BY
name of officer title address

..... Laclede Gas Company For Refer to Sheet No. 1
Name of Issuing Corporation or Municipality Community, Town or City

..... SCHEDULE OF RATES	
<p>the DSQ shall be at the Company's sole discretion on an "as available" basis. On any day, a Customer may be ordered to limit its use of natural gas to the DSQ. When such limitation order is in effect, the Customer will be billed an unauthorized use charge for all natural gas used in excess of the DSQ, but the existence of such charge does not entitle the customer to the delivery or use of such gas in excess of the DSQ, and the Company may lock the customer's meter or take other appropriate steps to discontinue such unauthorized use.</p> <p>Customers who elect to receive Basic Service and who subsequently request a change to Firm Service hereunder or to firm sales service under a filed sales rate schedule shall make written application for such change. The Company may grant such requests only if (i) in the Company's sole judgement, sufficient gas supplies can be obtained by the Company and (ii) the Customer pays to the Company the additional pipeline demand gas cost charges referred to in Section C below under Additional Transportation Charges which would have been applicable to the Customer if the Customer had received Firm Service during the lesser of (a) the period for which the Customer received Basic Service, or (b) the preceeding twelve months. Such additional demand gas cost charges received by the Company shall be credited to the Company's deferred gas cost account described under its Purchased Gas Adjustment Clause.</p> <p><u>Firm Service</u> - The Company will transport and deliver Customer-owned gas up to the Customer's DSQ and will provide sales gas in excess of the DSQ up to the currently effective Billing Demand.</p>	
2.	In no event shall the Customer's DSQ exceed the Customer's contracted for billing demand except as permitted under the Authorized Overrun provisions set forth under Section B(5) hereof.
3.	In the event service curtailments are required because of distribution capacity constraints on the Company's system, the Company shall not discriminate between transportation and sales customers for purposes of determining the order and priority of such curtailments.
4.	In the event the supply of natural gas available to the Company in any area is less than the amount required to meet the need of all customers in the area, the Company shall have the right to: (1) purchase the natural gas supplies owned by, or purchased on behalf of, any of its transportation customers to the extent (a) the Company implements curtailment of natural gas service to customers pursuant to Step 4 of the Emergency Curtailment Plan contained in Sheets R24 and R25 of the Company's

DATE OF ISSUE
month day year

DATE EFFECTIVE September 1, 1992
month day year

ISSUED BY
name of officer title address

Laclede Gas Company For Refer to Sheet No. 1
Name of Issuing Corporation or Municipality Community, Town or City

SCHEDULE OF RATES

Tariffs and (b) such gas is available for delivery to the Company under the terms of an existing transportation service arrangement; or (2) temporarily suspend gas transportation hereunder. The Company's right to purchase gas owned by a customer shall be exercised by the Company only after the Company has exhausted reasonable efforts to obtain the necessary gas supplies from other sources. Such right shall terminate once the gas supplies available to the Company from other sources are sufficient to serve the needs of the higher priority customers on whose behalf the purchase of customer-owned gas by the Company was made. The price to be paid by the Company for gas purchased under this provision shall be equal to the Customer's then current thermally equivalent cost of alternate fuel, or the then current thermally equivalent cost of #2 fuel oil as posted in The Oil Daily newspaper for the St. Louis area, whichever cost is the lowest.

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.

C. RATES

The monthly charge shall consist of the charges set forth below:

Customer Charge - per month	\$700
Reservation Charge - per billing demand therm	45¢
Transportation Charge - per therm transported	1.221¢
Commodity Charge - per therm sold	29.710¢
Storage Charge-per therm for any full or partial month	0.50¢
Authorized Overrun Charge - per therm transported.....	3.709¢

Minimum Monthly Charge - The sum of the Customer Charge and the Demand Charge.

Additional Transportation Charges - For all therms transported on either Basic or Firm Service, the Transportation Charge and Authorized Overrun Charge shall be increased to include the currently effective level of any take-or-pay related (TOP) charge per therm as set out on Sheet No. 29. For Firm Service, the Transportation Charge shall be further increased to include the then currently effective level of the pipeline demand gas cost per therm as set out on Sheet No. 29. Such additional transportation charges shall be included in the determination of gas cost revenue recovery described in Section C of the Company's Purchased Gas Adjustment Clause.

DATE OF ISSUE
month day year

DATE EFFECTIVE September 1, 1992
month day year

ISSUED BY
name of officer title address

Laclede Gas Company For Refer to Sheet No. 1
Name of Issuing Corporation or Municipality Community, Town or City

SCHEDULE OF RATES	
<p><u>Determination of Billing Demand</u> The billing demand for each month shall be the greater of a) the Customer's contracted for billing demand or b) the maximum amount of gas (in therms) transported and/or purchased during any consecutive period of 24 hours during the months of November through March when the Company has restricted Basic Service deliveries to the DSQ. Notwithstanding the foregoing provisions, the billing demand for any month shall not be less than the highest billing demand for any of the last preceding 11 months.</p>	
<p><u>Purchased Gas Adjustment (PGA)</u> The charge for all therms sold to the Customer shall be subject to an adjustment per therm for increases and decreases in the Company's cost of purchased gas applicable to Firm Rate Schedules, as set out on Sheet No. 29. The commodity charge per therm sold as specified in this rate schedule is based on wholesale gas rates which produce a system average gas cost of 28.489¢ per therm.</p>	
<p><u>Unauthorized Use Charge</u> On any day, the Company may order a Customer contracting for Basic Service to limit its use to the DSQ. When such limitation order is in effect, the Customer will be charged an unauthorized use charge of \$1.00 per therm for all gas used in excess of the DSQ. This unauthorized use charge is in addition to the other applicable charges set forth herein, and is subject to the service discontinuance rights of the Company set forth under Section B(1) hereof.</p>	
<p>D. <u>TERMS AND CONDITIONS</u></p>	
<p>1. <u>DEFINITIONS</u></p>	
<p>The following terms when used in this tariff, in the Contract and in transactions relating to such tariff or contract shall have the following meanings:</p>	
<p>1.1 A "day" shall be a period of twenty-four (24) consecutive hours commencing at seven o'clock (7:00) a.m. Central Standard Time ("CST").</p>	
<p>1.2 A "month" shall be a period of one calendar month commencing at seven o'clock (7:00) a.m. CST on the first day of such month.</p>	
<p>1.3 A "year" shall be a period of three hundred sixty-five (365) consecutive days commencing and ending at seven o'clock (7:00) a.m. CST, provided that any such year which contains the date of February 29 shall consist of three hundred sixty-six (366) consecutive days.</p>	

P.S.C. MO. No. 5 Consolidated, Second Revised Sheet No. R-2

CANCELLING P.S.C. MO. No. 5 Consolidated, First Revised Sheet No. R-2

Laclede Gas Company

Refer to Sheet No. R-1

.....
Name of Issuing Corporation or Municipality

For

.....
Community, Town or City

.....
RULES AND REGULATIONS
.....

TABLE OF CONTENTS

<u>Rule No.</u>	<u>Beginning Sheet Number</u>
1. Definitions	R- 3
2. General	R- 4
3. Applications	R- 5
4. Rate Changes	R- 5
5. Deposits	R- 5
6. Rendering and Payment of Bills	R- 6
7. Adjustment for Heat Content	R- 7
8. Metering for Billing	R- 7
9. Resale	R- 8
10. Meter Tests and Billing Adjustments	R- 8
11. Piping and Equipment	R-10
12. Customer's Liability	R-10
13. Tampering Prohibited	R-12
14. Discontinuance of Service	R-12
15. Reconnection of Service	R-13
16. Company Inspection of Customer Premises	R-14
17. Temporary Service	R-15
18. Auxiliary Service	R-15
19. Extension of Distribution Facilities	R-15
20. Limitations Upon Company's Obligation to Supply Gas Service	R-20
21. Emergency Curtailment Plan	R-24
22. Meter Reading Non-Access Charge	R-26
23. Collection Trip Charge	R-26

DATE OF ISSUE
month day year

DATE EFFECTIVE September 1, 1992
month day year

ISSUED BY
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
.....

1. Definitions

Company. The word "Company" as used herein means the Laclede Gas Company acting through its duly authorized officers, employees, or other agents within the scope of their regular duties.

Customer. Any individual, firm, partnership, association, corporation, municipality, governmental agency, or similar organization supplied with gas service by the Company at any single specified location.

Residential Customer. A customer who purchases gas service for domestic use, including gas service delivered 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. 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(23) RSMo, by establishing and maintaining a system and rate classification of "residential" to cause the sales to residential customers under any of the Company's tariffs to be considered as sales made for domestic use and thus exempt from sales tax.

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

Gas Main. The term "Main" shall mean a gas pipe, owned, operated, and maintained by the Company but does not include "gas service pipes."

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.

Gas Meter. The meter, or meters, together with any required auxiliary devices installed to measure the quantity of gas delivered to any individual customer at a single point of delivery.

DATE OF ISSUE
month day year

DATE EFFECTIVE September 1, 1992
month day year

ISSUED BY
name of officer title address

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

..... RULES AND REGULATIONS

1. Definitions (Continued).

Gas Regulator. The regulator, or regulators, if required, together with any auxiliary devices, installed to reduce or regulate the pressure of gas.

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.

Customer's Installation. All piping, fixtures, valves, appliances, and apparatus of any kind or nature on the customer's side of the point of delivery, useful in connection with the customer's ability to take gas service.

Customer Extension. Any branch from, or continuation of, existing facilities to the point of delivery to the customer, including increases of capacity of any of the Company's facilities, or the changing of any facilities to meet customer's requirements and including all mains, service pipe, pressure regulators, and meters.

2. General

Company shall furnish service under its Rate Schedules and these Standard Rules and Regulations as authorized by Public Service Commission of the State of Missouri. Copies of these as filed are available at the offices of the Company.

These Standard Rules and Regulations shall govern except as modified by special terms and conditions of the individual rates or written contracts.

Certain classes of customers may qualify for service under more than one rate schedule. The availability of rates and the conditions under which they are applicable are set forth in the rate schedules of the Company.

Unless otherwise specifically provided in any rate applicable or in a contract between the customer and the utility, the term of any agreement shall commence on the day the customers' installation is connected to the Company's service for the purpose of taking gas and shall continue thereafter until cancelled by either party.

DATE OF ISSUE
month day year

DATE EFFECTIVE September 1, 1992
month day year

ISSUED BY
name of officer title address

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

.....
 RULES AND REGULATIONS

5. Deposits (Continued).

bills shall not affect Company's legal right to collect remaining unpaid balances. In no event shall interest accrue on any deposit after the date the Company has made a reasonable effort to return such deposit to the customer.

6. Rendering and Payment of Bills.

A. General.

Bills based on meter readings will be determined by the Company on a monthly basis and rendered to the customer monthly in accordance with the terms of the applicable rate schedule. In the event no meter reading was obtained, bills estimated by the Company will be rendered and designated as estimated. 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.

B. Modification of Questionable Meter Readings.

Any modification of a questionable actual meter reading or device reading requires supervisory approval and is subject to the following requirements:

If an actual reading is obtained after three or more consecutive estimates, the actual reading must be used unless another correcting reading is obtained. No modification can be made.

A second modification 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 (or inspection) is not obtained, supervisory approval must be obtained to make a modification. A notice is to

DATE OF ISSUE
month day year

DATE EFFECTIVE September 1, 1992
month day year

ISSUED BY
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).

be attached to the bill informing the customer that the bill is estimated and does not reflect an actual meter reading.

A third modification within a twelve-month period cannot be made. In cases which would otherwise indicate a third modification, the meter and/or reading device should be scheduled for prompt replacement. Billing is to be suspended for up to 15 days due to such replacement. If the equipment cannot be replaced within such 15 days, a letter is to be mailed, indicating that further bills will be estimated until the equipment is replaced. A maximum of 2 additional estimated bills are allowed before replacement.

7. Adjustment for Heat Content.

- (1) The average heating value of gas delivered during each of the Company's monthly cycle billing periods, expressed in British Thermal Units (Btu) per cubic foot of gas to the nearest one (1) Btu, shall be determined by calculating the volume-weighted average of tests made by the Company daily during such period.
- (2) The number of therms of gas used by the customer in each cycle billing month shall be determined by multiplying the metered consumption of that customer by the average heating value determined in accordance with paragraph (1) hereof and dividing such product by 100,000.

8. Metering for Billing.

If Company owns and installs more than one metered supply, except for the convenience of Company, on the customer premises, the rate for service furnished through each metered supply shall be determined as if such service were rendered to a separate customer.

DATE OF ISSUE
month day year

DATE EFFECTIVE September 1, 1992
month day year

ISSUED BY
name of officer address

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

.....RULES AND REGULATIONS.....

9. Resale

The gas supplied to a customer will be for the use of the customer only and shall not be remetered or submetered for resale to another or others.

10. Meter Tests and Billing Adjustments

A. Meter Tests.

Meters are the property of Company and shall be tested at regular intervals.

Company at any time, upon the written or verbal request of a customer, will test the meter of such customer, provided only one such test shall be made free of charge within a twelve-month period, and the customer shall pay the cost of any additional tests within this period unless meter is shown to be inaccurate in excess of 2%. The customer may, if he notifies Company, be present at such tests. In the event the registration is proved, by this test by the Company under standard methods, to be inaccurate in excess of 2%, bills will be adjusted by an amount to compensate for the excess or deficiency for a period equal to one-half of the time elapsed since the previous meter test, but not to exceed the applicable time period set forth in B(A) below. No part of a minimum charge will be refunded.

In the event of the stoppage or the failure of any meter to register, the customer shall be billed for such period on an estimated consumption based upon his use of gas in a similar period of like use.

B. Billing Adjustments.

(A) For all billing errors, the Company will determine from all related and available information the probable period during which such condition existed and shall make billing adjustments for the period estimated to be involved as follows (except for as provided in (B), (C) and (D) of this rule) for:

DATE OF ISSUE
 month day year

DATE EFFECTIVE September 1, 1992
 month day year

ISSUED BY
 name of officer title address

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

..... RULES AND REGULATIONS	
10.	<u>Meter Tests and Billing Adjustments (Continued).</u>
	<p><u>Residential Customers:</u></p> <p>In the event of an <u>overcharge</u>: An adjustment shall be made for the entire period that the overcharge existed not to exceed sixty consecutive billing periods, calculated from the date of discovery, inquiry or actual notification of the Company, whichever was first. In the event of an <u>undercharge</u>: An adjustment shall be made for the entire period that the undercharge existed not to exceed twelve consecutive billing periods, calculated from the date of discovery, inquiry or actual notification of the Company, whichever was first.</p> <p><u>Customers Other Than Residential:</u></p> <p>In the event of an <u>overcharge</u>: An adjustment shall be made for the entire period that the overcharge existed not to exceed sixty consecutive billing periods, calculated from the date of discovery, inquiry or actual notification of the Company, whichever was first.</p> <p>In the event of an <u>undercharge</u>: An adjustment shall be made for the entire period that the undercharge existed not to exceed sixty consecutive billing periods, calculated from the date of discovery, inquiry or actual notification of the Company, whichever was first.</p> <p>(B) No billing adjustment will be made where the full amount of the adjustment is less than \$1.00.</p> <p>(C) Where, upon test, a meter error is found to be 2% or less, no billing adjustment will be made.</p> <p>(D) When evidence of tampering is found, or misrepresentations of the use of service by the Customer, the Company will calculate the billing adjustment period in accordance with the applicable statute of limitations for the prosecution of such claim after determining the probable period during which such condition existed from all related and available information.</p>

DATE OF ISSUE DATE EFFECTIVE September 1, 1992
 month day year month day year

ISSUED BY
 name of officer title address

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

.....RULES AND REGULATIONS.....

10. Meter Tests and Billing Adjustments (Continued).

- (E) When the Customer has been undercharged, except as provided in (D) of this Rule, and a billing adjustment is made, the Customer may elect to pay the amount of the adjustment in equal installments over a period not to exceed the period for which the billing adjustment was applicable.

11. Piping and Equipment

All pipe and equipment beyond Company's meter and accessories thereto, necessary to utilize service furnished by Company, shall be installed by and belong to the customer, or owner, and must be maintained at all times in safe operating conditions and at his expense. The customer, or owner, shall bring his piping to a point for connection to Company's meter or meters at a location satisfactory to Company which provides easy access to the meter or meters. Any change of location of service line or meter requested by the customer shall be done by Company at the expense of the customer, or owner. Upon written request of the customer, or owner, Company will at its convenience make repairs to, replacements of, or clear obstructions in lines of the customer, or owner, and may charge the customer, or owner, for such labor and material as is necessary to place his lines in good operating condition.

12. Customer's Liability

The customer will be held responsible for breaking seals, tampering or interfering with Company's meter or meters or other equipment of Company installed on the customer's premises, and no one except employees of Company shall be allowed to make any repairs or adjustments to any meter or regulator belonging to Company.

Properly authorized employees of the Company shall have the right to enter the premises of the customer, or owner, at all reasonable hours and at any time in the case of an emergency, for the purpose of making such inspection of the customer's installation as may be necessary for

DATE OF ISSUE
month day year

DATE EFFECTIVE September 1, 1992.....
month day year

ISSUED BY
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

12. Customer's Liability (Continued).

the proper application of Company's rates, rules and regulations; for installing, removing, testing or replacing its apparatus or property; for reading meters and for the removal of Company's property in event of termination for any reason of service to the customer.

Notwithstanding the foregoing, the Company shall not discontinue service to a customer, pursuant to Paragraph A(d) of Rule 14, solely by reason of a refusal of that customer to grant access to the Company when the sole purpose of such access is to discontinue service to another customer. In addition, the Company shall not discontinue or threaten to discontinue service to a non-delinquent customer due solely to the delinquency of another customer.

The Company shall obtain an actual inside meter reading from locations having inside meters on an annual basis. The Company will have a right to disconnect the customer if access is denied to the Company at reasonable times pursuant to Paragraph A(d) of Rule 14.

When, during normal working hours, the Company is unable to regularly secure access to the customer's premises for the purpose of obtaining meter readings, the Company may, when practical to do so, install on the meter a remote reading attachment. The attachment shall be installed upon agreement of the customer to pay \$35.00 of the initial installation costs. The remote reading attachment and all parts and portions thereof, shall remain the property of the Company and shall be maintained by the Company. Any customer, whether or not access to his premises is a problem, may request the installation of such remote reading attachment and the Company shall install same subject to the charge and conditions set out above. When the Company is unable for twelve successive regular meter reading times to secure access to a customer's premises for the purpose of obtaining a meter reading, the Company may discontinue service to the customer, upon giving the notice required by paragraph A of Rule 14, unless and until the customer shall contract for and permit the installation of a remote reading attachment subject to the charge and conditions set out above or until the customer has made provisions for future access acceptable to the Company.

DATE OF ISSUE
month day year

DATE EFFECTIVE September 1, 1992
month day year

ISSUED BY
name of officer title address

P.S.C. MO. No. 5 Consolidated, First Revised Sheet No. R-12

CANCELLING P.S.C. MO. No. 5 Consolidated, Original Sheet No. R-12

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

..... RULES AND REGULATIONS
.....

13. Tampering Prohibited.

No person shall willfully destroy, injure, molest, tamper with, or introduce foreign substances into any of Company's mains, services, meters, valves, regulators, or any other equipment of Company, either directly or indirectly through a customer's installation, or otherwise. Neither shall any person willfully create any unsafe condition in or about any of Company's said facilities and equipment, or willfully create any false indicia of any unsafe condition in any thereof.

14. Discontinuance of Service.

Company may discontinue its service to the customer for any one of the following reasons:

A. Upon written notice, delivered at least 48 hours prior to discontinuance, or sent by first-class mail at least six (6) days prior to discontinuance for:

- (a) Nonpayment of a delinquent account.
- (b) Failure to post a security deposit or guarantee acceptable to the Company.
- (c) Failure to comply with the terms and conditions of a settlement agreement.
- (d) Refusal to grant access to the Company at reasonable times to equipment installed upon the premises of the customer for purposes of inspection, meter reading, maintenance or replacement.
- (e) Misrepresentation of identity for the purpose of obtaining service.

The Company will mail, to all residential customers whose account is in jeopardy of termination on the disconnection date, a notice mailed so that normal postal delivery will be made to the customer from 48 to 96 hours preceding potential discontinuance of service. This notice will contain the name and address of the customer and the address if

DATE OF ISSUE
month day year

DATE EFFECTIVE September 1, 1992
month day year

ISSUED BY
name of officer title address

Laclede Gas Company

.....
Name of Issuing Corporation or Municipality

Refer to Sheet No. R-1

For
Community, Town or City

.....
RULES AND REGULATIONS
.....

14. Discontinuance of Service (Continued).

different, where service is rendered, a statement of the reason for the proposed discontinuance of service, the amount due, the date on or after which service will be discontinued unless the customer takes appropriate action, a statement that if the customer is unable to pay the amount due in full he may contact the Company and request payment arrangement terms and the telephone number and address of the company where the customer may make inquiry.

B. Without Notice:

- (a) Because of a dangerous condition on the customer's premises in piping or gas consuming devices or for violation of any rules of the Company on file with and approved by the Commission which adversely affects the safety of the customer or other persons, or the integrity of the Company's delivery system.
- (b) Because of fraudulent use of the service or tampering with Company's equipment including unauthorized interference, diversion or use of service or equipment.
- (c) On the request of the customer, subject to any existing agreement between the customer and Company as to unexpired term of service.

15. Reconnection of Service.

- A. If the service shall have been discontinued for any of the reasons set forth in these rules and regulations the following conditions shall be complied with and a reconnection charge shall be paid before restoration of service:
 - (a) The violation of the rules and regulations must be corrected.
 - (b) Full payment or satisfactory arrangements for the payment of all bills for service at present or previous locations then due must be made.

DATE OF ISSUE
month day year

DATE EFFECTIVE September 1, 1992
month day year

ISSUED BY
name of officer title address

.....Laclede Gas Company..... ForRefer to Sheet No. R-1.....
 Name of Issuing Corporation or Municipality..... Community, Town or City.....

.....RULES AND REGULATIONS.....

15. Reconnection of Service (Continued).

- (c) A satisfactory guarantee of payment of all future bills shall be furnished.
- (d) Any dangerous condition must be corrected.
- (e) All bills for service due, including estimated amount due Company by reasons of fraudulent use or tampering must be paid.

B. When reconnection of service is requested by the same customer on the same premises within 12 months after service has been discontinued at the request of such customer, a reconnection charge shall be made.

16. Company Inspection of Customer Premises.

A. When gas is being supplied to any customer, and Company receives notice that such customer intends to vacate the premises occupied, Company shall promptly, but in no event later than four days (excluding Sundays and holidays) following such vacation, or if said notice of vacation is received by Company after date of vacation, Company shall promptly, but in no event later than four days (excluding Sundays and holidays) following date of said notice, shut off the gas supply to the premises unless owner or other persons in charge thereof requests Company to continue the gas supply. If continuance of gas supply is requested, Company shall inspect the premises to determine that they are in a gas safe condition. Such owner or other person in charge of such premises shall make access to the premises available to Company at all hours between 8:00 a.m. and 5:00 p.m. or at any time in case of emergency, so that such cut-off or inspection may be made.

B. Where service has been discontinued by shutting off the gas supply and service is requested by a new customer, before such service is reestablished, Company shall make an inspection of the premises to determine that they are in a gas safe condition. Such new customer shall make access to the premises available to Company at all hours between 8:00 a.m. and 5:00 p.m. so that such inspection may be made.

DATE OF ISSUE
 month day year

DATE EFFECTIVE September 1, 1992
 month day year

ISSUED BY
 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

17. Temporary Service.

Temporary service will be supplied under the applicable rate provided the customer pays all installation and removal costs for the required customer extension.

18. Auxiliary Service.

The Company reserves the right to refuse auxiliary or break down service.

19. Extension of Distribution Facilities.

A. General.

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.

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

DATE OF ISSUE
month day year

DATE EFFECTIVE September 1, 1992
month day year

ISSUED BY
name of officer title address

P.S.C. MO. No. 5 Consolidated, Second Revised Sheet No. R-16

CANCELLING P.S.C. MO. No. 5 Consolidated, First Revised Sheet No. R-16

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).

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.

B. Sizing of 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 size facilities which will adequately distribute the gas load to be served.

C. Estimated Cost of Customer Extension.

Upon receipt of application from a prospective customer, the Company will estimate 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 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.

D. Free Extensions - Residential Premises.

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

DATE OF ISSUE
month day year

DATE EFFECTIVE September 1, 1992
month day year

ISSUED BY
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

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, at the customer's option, under Alternate A or Alternate B.

Alternate A: All Divisions - \$700 per customer served from such extension

Alternate B: This alternate shall be applicable in those instances where at least 30% of the potential customers covered by the main extension have applied for service. In such instances, the allowance for gas main and gas service pipe will be determined as follows:

(1) Gas Main - No contribution-in-aid-of-construction will be required for the gas main extension if the estimated cost of such extension does not exceed the sum of (a) the amount shown below multiplied by the number of customers to be originally connected plus (b) the amount shown below multiplied by 50% of the number of remaining potential customers covered by the main extension but not to be originally connected.

All Divisions - \$525

(2) Gas Service Pipe - No contribution-in-aid-of-construction will be required for any gas service pipe installation if the estimated cost of such installation does not exceed the amount shown below.

All Divisions - \$175

DATE OF ISSUE
month day year

DATE EFFECTIVE September 1, 1992
month day year

ISSUED BY
name of officer title address

P.S.C. MO. No. 5 Consolidated, First Revised Sheet No. R-18

CANCELLING P.S.C. MO. No. 5 Consolidated, Original Sheet No. R-18

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).

E. Free Extensions - Commercial or Industrial Customers.

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.

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 amount shown below for each customer to be connected at the time such extension is made by the Company.

All Divisions - \$700

When the investment in facilities required to supply a commercial or industrial customer is greater than the allowance as determined in the paragraph immediately preceding, the amount of investment which the Company will make will be determined by an analysis of the character of service, the estimated revenue to be derived from such customer, and the estimated expenses of providing service to such customer.

F. 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 D, or E, whichever is applicable, 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. In the case of main extensions under Alternate B of Section D, that portion of the investment in the extension of mains which is in excess of the free allowance therefor under Alternate B shall be divided by the sum of the customers to be originally connected and 50% of the remaining potential customers covered by the main extension and the result

DATE OF ISSUE
month day year

DATE EFFECTIVE September 1, 1992
month day year

ISSUED BY
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

19. Extension of Distribution Facilities (Continued).

shall be the contribution-in-aid-of-construction to be made by each customer covered by the main extension until such time as 50% of such remaining potential customers have been attached.

As to customers to be originally connected, the contribution shall be made at the time of installation of the main extension. As to the customers connected thereafter under Alternate A, in any case in which the owner of property or of an existing residence refuses to participate in the funding of the contribution-in-aid-of-construction, but within four (4) years of the refusal, requests gas service, such customers shall be billed a proportionate amount based upon the total number of services estimated to be installed at the time the contribution level was derived. Upon receipt of the payment, the Company shall refund same to those persons who financed the main extension, in proportion to the contribution.

As to a customer connected after those customers originally connected under Alternate B, the contribution shall be made at the time of connection of such customer. No residential customer shall be connected to a main for which contributions have heretofore been made under Alternate B without paying the customer contribution unless 50% of potential customers have been attached as above provided. No commercial or industrial customer shall connect to any main for which contributions have been made under Alternate B without paying such contributions unless the analysis of revenues and expenses contemplated in Section E hereof indicates that such contribution is not required.

G. Refund of Contributions for Main Extensions.

The Company will refund to the original contributor, an amount equal to the amount shown below, less the Company's cost to extend the service from the property line to the meter, for each customer connected to the main extension for which contribution was required, provided such customers are connected within four years of completion of the extension. The refund to be made will be

DATE OF ISSUE

DATE EFFECTIVE September 1, 1992

ISSUED BY
Name of officer Title Address

Laclede Gas Company

Refer to Sheet No. R-1

.....
Name of Issuing Corporation or Municipality

For
Community, Town or City

.....
RULES AND REGULATIONS
.....

19. Extension of Distribution Facilities (Continued).

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 G shall not apply to any contributions-in-aid-of-construction made pursuant to Alternate B of Section D, with respect to which no refunds will be made.

All Divisions - \$700

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.

H. Refund Not to Exceed Original Contribution.

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

I. 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.

20. Limitations Upon Company's Obligation To Supply Gas Service.

20.0 In order to preserve the Company's ability to serve adequately the requirements of its existing customers and to provide for the orderly and equitable attachment of new loads during periods of possible insufficient supply, the Company will allocate its available natural gas supplies according to the manner and priorities hereinafter set out:

Category One

The Company shall continue to provide all natural gas service to be used by:

- (a) Residential and small commercial or industrial customers under the terms of the Company's General Service Rate, by

DATE OF ISSUE
month day year

DATE EFFECTIVE September 1 1992
month day year

ISSUED BY
name of officer title address

Laclede Gas Company

Refer to Sheet No. R-1

Name of Issuing Corporation or Municipality

For

Community, Town or City

RULES AND REGULATIONS

20. Limitations Upon Company's Obligation To Supply Gas Service
(Continued).

- (b) Any customer during off-peak periods under the terms of the Company's Interruptible Rate or Seasonal Air Conditioning Rate, or by
- (c) Resale customers to provide service for uses as described under (a) and (b) above.

Category Two

As sufficient pipeline gas supplies are available over and above those required to serve Category One uses, the Company will provide new or additional gas service requested for use under its Large Volume Service Rate or any individual large user contract. Such additional pipeline supplies will be allocated to the applicants within this Category Two in the order of priority as set forth below:

First Priority: All applicants where the maximum daily new requirement does not exceed 100 Mcf.

Second Priority: All applications where the maximum daily new requirement exceeds 100 Mcf and at least 50% of such requirement results from new or additional construction.

Third Priority: All applications in existing construction resulting from conversion of coal fired equipment or new processing use and such requirements are not included within either the First or Second Priority.

DATE OF ISSUE

DATE EFFECTIVE September 1, 1992

ISSUED BY

P.S.C. MO. No. 5 Consolidated, Second Revised Sheet No. R-22

CANCELLING P.S.C. MO. No. 5 Consolidated, First Revised Sheet No. R-22

Laclede Gas Company

Name of Issuing Corporation or Municipality

For

Refer to Sheet No. R-1

Community, Town or City

RULES AND REGULATIONS

20. Limitations Upon Company's Obligation To Supply Gas Service
(Continued).

Fourth Priority: All other applications
including applications
in existing construction
resulting from conversion of
oil fired equipment.

Within each of the priority groups set out above, preference will
be given to applications in the order of maximum daily new
requirement, from smallest to largest as follows:

Maximum Daily Requirement
(Mcf per Day)

0 -	100
101 -	200
201 -	400
401 -	1,000
1,001 -	2,000
Over -	2,000

Applicants will be attached within each priority and each daily re-
quirement group on a "first come - first served" basis.

20.1 Applications

1. Whenever there is insufficient gas available to serve an
applicant for gas service, the Company shall keep all such
applications on file in chronological order by date of
application within each priority and daily requirement group
set out above. When the gas supply available permits
applicants to become eligible for gas service in accordance
with the system of priorities set out herein, the Company
shall notify said applicants in writing of their eligibility.
Such notice shall state the date upon which gas service will
be available.

DATE OF ISSUE
month day year

DATE EFFECTIVE September 1, 1992
month day year

ISSUED BY
name of officer title address

CANCELLING All Previous Schedules

Laclede Gas Company
Name of Issuing Corporation or Municipality

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

..... RULES AND REGULATIONS
.....

20. Limitations Upon Company's Obligation To Supply Gas Service
(Continued).

2. The Company shall, at its sole judgment and based upon all pertinent information available, make determinations of the quantity of gas service which can be provided from time to time. Whenever there are unfulfilled applications for gas service, such determinations shall be made with sufficient frequency to recognize any substantial change in the Company's gas supply and demand balance.

20.2 Notice of Acceptance

1. Any applicant who receives a notice of eligibility for gas service shall notify the Company in writing, within thirty (30) days after the notice of eligibility, of his intention to accept gas service. In the event such notice of acceptance is not so received by the Company then applicant's eligibility shall be void and transferred to another applicant in accordance with the priorities set out herein.
2. Any applicant who becomes eligible for gas service shall present to the Company, within ninety (90) days of the notice of eligibility sufficient evidence that the necessary equipment has or is being installed or that applicant has otherwise committed to the purchase and installation of such equipment. In the event such evidence is not so presented to the Company, then applicant's eligibility shall be void and transferred to another applicant in accordance with the priorities set out herein.

20.3 Existing Commitments

1. Notwithstanding the provisions hereinabove set out, gas service will be supplied to any customer who has received specific approval for such service from the Company prior to the effective date hereof provided that the customer submits satisfactory evidence that prior to the effective date

DATE OF ISSUE
month day year

DATE EFFECTIVE September 1, 1992
month day year

ISSUED BY
name of officer title address

CANCELLING All Previous Schedules

Laclede Gas Company
Name of Issuing Corporation or Municipality

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

..... RULES AND REGULATIONS
.....

20. Limitations Upon Company's Obligation To Supply Gas Service
(Continued).

hereof: (a) an expense has been incurred specifically for the design, purchase or installation of gas equipment, or (b) that gas equipment has been ordered prior to said date, or (c) that detailed engineering plans for the use of gas equipment has been prepared prior to said date.

21. Emergency Curtailment Plan

In the event the Company is unable to meet total natural gas requirements due to extreme weather conditions, reduction in supply, or other system operating conditions, or a combination thereof, the Company shall temporarily curtail natural gas loads to the extent necessary to maintain service required to protect basic human needs. This reduction shall be accomplished through the following steps which are designed to protect industry, commercial enterprise, and basic human needs to the extent possible during such periods of supply deficiency.

Company reserves the right to deviate from the prescribed steps on a system-wide basis in the event that it becomes necessary to protect isolated areas from a supply deficiency. This deviation shall be limited to the extent required to protect basic human needs within such areas.

21.1 Curtailment Steps

Step 1. All sales service to seasonal, interruptible and basic transportation customers is to be interrupted.

Step 2. All sales service to both firm sales customers and firm transportation customers with alternate fuel capabilities is to be curtailed to the extent of such alternate fuels.

Step 3. Before implementing further curtailment steps, the Company shall request voluntary load reduction of all customers.

Step 4. Curtail all schools using natural gas for heating to the lowest temperature levels consistent with building protection and suspend operations of all industrial customers with firm contracts with

DATE OF ISSUE
month day year

DATE EFFECTIVE September 1, 1992
month day year

ISSUED BY
name of officer title address

CANCELLING All Previous Schedules

.....Laclede Gas Company..... ForRefer to Sheet No. R-1.....
Name of Issuing Corporation or Municipality..... Community, Town or City.....

.....RULES AND REGULATIONS.....

21. Emergency Curtailment Plan (Continued).

gas usage to be reduced to minimum volumes essential only for dormant plant and product protection. Such curtailment shall not be applicable to essential food processors and applications or uses required for the maintenance of essential public services.

Step 5. Curtail remaining commercial and industrial customers to minimum building protection volumes. Such curtailment shall not be applicable to hospitals, nursing homes, apartments, and other human needs applications.

21.2 Emergency Exemption

Emergency exemptions may be requested by customers for 24 - 48 hour periods to complete work in process. Granting of these exceptions will be based on the severity of supply deficiency with primary regard for human need.

21.3 Relief from Liability

The Company shall be relieved of all liabilities, penalties, charges, payments, and claims of whatever kind, contractual or otherwise, resulting from or arising out of the Company's failure to deliver all or any portion of the volumes of gas desired by any particular customer or group of customers to the extent that such failure results from the implementation of the Emergency Curtailment Plan herein prescribed or from any other orders or directives of duly constituted authorities, including, but not limited to, all regulatory agencies having jurisdiction in the premises.

21.4 Precedence

To the extent that this rule, or any provision(s) hereof, conflict with any other provision(s) of the Company's filed tariff, Rules and Regulations, or contracts, this rule shall take precedence.

DATE OF ISSUE
month day year

DATE EFFECTIVE September 1, 1992
month day year

ISSUED BY
name of officer title address

CANCELLING All Previous Schedules

Laclede Gas Company

Refer to Sheet No. R-1

.....
Name of Issuing Corporation or Municipality

For

.....
Community, Town or City

.....
RULES AND REGULATIONS
.....

22. Meter Reading Non-Access Charge

If the Company has been unable to gain access for meter reading purposes for nine months or more, and if the customer thereafter fails to provide access for meter reading within 21 days after written request is mailed via first class mail, a Charge for Non-Access may be made. Notification of such charge must be included prominently in the request for access. Such charge must be included as a separate line on the customer's bill, and a notice explaining the charge must be included with the bill. In the event a customer provides access within 21 days after a bill including the charge is mailed, such charge will be reversed. A maximum of three non-access charges may be assessed in any twelve month period. This charge will be waived if the customer does not control access to the meter.

23. Collection Trip Charge

When Company makes a service trip for the purpose of disconnection of service because of non-payment, and customer pays Company's personnel, at customer's premises, to prevent said disconnect, an additional charge (a trip charge) will be billed to the customer for the recovery of the expense of Company personnel traveling to customer's premises.

DATE OF ISSUE
month day year

DATE EFFECTIVE September 1, 1992
month day year

ISSUED BY
name of officer title address