

BEFORE THE PUBLIC SERVICE COMMISSION

OF THE STATE OF MISSOURI

In the matter of Laclede Gas Company for authority to)
file tariffs increasing rates for gas service provided) CASE NO. GR-90-120
to customers in the Company's Missouri service area.)

APPEARANCES: Donald L. Godiner, Vice President and General Counsel,
720 Olive Street, St. Louis, Missouri 63101, for
Laclede Gas Company

James J. Cook and Ronald K. Evans, Attorneys, P. O. Box 149,
St. Louis, Missouri 63166, for Union Electric Company.

Juanita Feigenbaum, General Counsel, and Thomas M. Byrne, Attorney,
and Douglas H. Yaeger, Executive Vice President, 9900 Clayton Road,
St. Louis, Missouri 63124, for Mississippi River Transmission
Corporation.

Robert C. Johnson and George M. Pond, Attorneys, 720 Olive Street,
24th Floor, St. Louis, Missouri 63101, for the Industrial Intervenors.

William M. Franz, Attorney, 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.

Lewis R. Mills, Jr., Assistant Public Counsel, P. O. Box 7800,
Jefferson City, Missouri 65102, for the Office of the Public Counsel.

Linda K. Ohlemeyer Gardner, Deputy General Counsel, Andrew J. Snider,
Penny G. Baker and Robert J. Hack, Assistants General Counsel, P. O.
Box 360, Jefferson City, Missouri 65102, for the Staff of the
Missouri Public Service Commission.

HEARING

EXAMINER: C. Gene Fee

REPORT AND ORDER

On December 15, 1989, Laclede Gas Company (Laclede) filed with the Missouri Public Service Commission (Commission) proposed revised tariffs designed to increase its annual gas service revenues by \$26,935,000. On January 12, 1990, the Commission issued its Suspension Order And Notice Of Proceedings. Applications to intervene were granted on behalf of Mississippi River Transmission Corporation (MRT), Union

Electric Company (UE), American National Can Company, Anheuser-Busch Companies, Inc., Chrysler Motor Corporation, Emerson Electric Company, Ford Motor Company, General Motors Corporation, Mallinckrodt, Inc., McDonnell Douglas Corporation, Monsanto Company and Ralston Purina Company (Industrial Intervenors), and O.C.A.W., AFL-CIO Gas Workers, Local 5.6. (OCAW).

Hearings for the receipt of testimony from the Company's customers were held in St. Louis and Clayton, Missouri, on June 26, 1990. Laclede has notified each of its customers of the proposed increase and hearing dates by written notice mailed directly to each customer. The prehearing conference began as scheduled in the Commission's hearing room in Jefferson City, Missouri, on June 25, 1990.

On Monday, July 16, 1990, the hearing was held as scheduled at which time all parties except MRT offered prefiled testimony and a Stipulation and Agreement proposing to settle all issues in the case. MRT did not appear at the hearing but authorized other parties to state MRT did not oppose the terms of the Stipulation and Agreement but would not be a signatory thereto.

Findings of Fact

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

Laclede Gas Company is a public utility which provides gas service within a service territory in the east-central portion of the State of Missouri, including the City of St. Louis. In this case, Laclede requested Commission approval of an annual increase in gas revenues in the amount of \$26,935,000. As a result of the negotiations between the parties, it is recommended that the Commission approve an annual increase in Missouri jurisdictional gross revenues for gas service of \$12,000,000, exclusive of applicable franchise, gross receipts and other taxes. 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.

The Commission has reviewed the rates stipulated to by the parties and finds that they are reasonable and the Stipulation and Agreement should be adopted in disposition of all matters in this case. The Stipulation, which adequately sets forth all factual and procedural matters is attached hereto as Appendix A.

Conclusions of Law

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

The Company is a public utility subject to the jurisdiction of this Commission as provided in Chapters 386 and 393, RSMo (Supp. 1989). The tariffs which are the subject matter of this proceeding were suspended pursuant to authority vested in this Commission in Section 393.150, RSMo. The burden of proof to show that the proposed increased rates are just and reasonable shall be upon the Company. The Commission, after notice and hearing, may order a change in any rate, charge or practice, including rate design, and it may determine and prescribe the lawful rate, charge, or practice thereafter to be observed.

The Commission may consider all facts which, in its judgment, have any bearing upon the proper determination of the price to be charged, with due regard, among other things, to a reasonable average return upon the value of the property actually used in public service, and to the necessity of making reservations out of income for surplus and contingencies. In so doing, the Commission shall consider the fair value of the property in its proper relationship to all other facts that have a material bearing on the establishment of fair and just rates.

For ratemaking and rate design purposes, the Commission may accept a stipulation of settlement on any contested matters submitted by the parties. The

Commission is of the opinion that when the matters of agreement between the parties appear to be reasonable and proper, they should be accepted.

The sole party not executing the Stipulation and Agreement in this matter waived appearance at the hearing and authorized other parties to offer in its behalf the statement that MRT did not wish an opportunity to present evidence in opposition to the Stipulation or to cross-examine opposing witnesses. Since MRT does not oppose the instant Stipulation the Commission will consider it unanimously recommended.

The Commission concludes that the proposed rate increase provided for in the Stipulation and Agreement, attached hereto as Appendix A, is just and reasonable and should be adopted, and that the tariffs attached thereto should be approved to be effective for service rendered on and after August 1, 1990.

The Commission is also of the opinion that, as provided for in the Stipulation and Agreement, the prefiled testimony and exhibits of all parties should be received in evidence as hereinafter ordered.

IT IS THEREFORE ORDERED:

1. That the Missouri Public Service Commission adopts the Stipulation and Agreement filed herein on July 11, 1990, and offered at the hearing held on July 16, 1990.

2. That the revised tariffs filed herein on December 15, 1989, and suspended herein, be, and they are, hereby disallowed, and the revised tariffs attached to Appendix A hereto are approved for service rendered on and after August 1, 1990, as follows:

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

Seventh Revised Sheet No. 2	CANCELLING	Sixth Revised Sheet No. 2
Seventh Revised Sheet No. 3	CANCELLING	Sixth Revised Sheet No. 3
Seventh Revised Sheet No. 4	CANCELLING	Sixth Revised Sheet No. 4
Seventh Revised Sheet No. 5	CANCELLING	Sixth Revised Sheet No. 5
Seventh Revised Sheet No. 7	CANCELLING	Sixth Revised Sheet No. 7
Seventh Revised Sheet No. 8	CANCELLING	Sixth Revised Sheet No. 8
Seventh Revised Sheet No. 9	CANCELLING	Sixth Revised Sheet No. 9
Eighth Revised Sheet No. 10	CANCELLING	Seventh Revised Sheet No. 10

Second Revised Sheet No. 15 CANCELLING First Revised Sheet No. 15
 Second Revised Sheet No. 16 CANCELLING First Revised Sheet No. 16
 Second Revised Sheet No. 17 CANCELLING First Revised Sheet No. 17
 Third Revised Sheet No. 18 CANCELLING Second revised Sheet No. 18
 Third Revised Sheet No. 19 CANCELLING Second Revised Sheet No. 19
 Third Revised Sheet No. 20 CANCELLING Second Revised Sheet No. 20
 Third Revised Sheet No. 21 CANCELLING Second Revised Sheet No. 21
 Third Revised Sheet No. 22 CANCELLING Second Revised Sheet No. 22
 Sixty-Second Revised Sheet No. 29 CANCELLING Sixty-First Revised Sheet No. 29
 First Revised Sheet No. 30 CANCELLING Original Sheet No. 30
 Sixth Revised Sheet No. 31 CANCELLING Fifth Revised Sheet No. 31
 First Revised Sheet No. 33 CANCELLING Original Sheet No. 33
 First Revised Sheet No. 34 CANCELLING Original Sheet No. 34
 First Revised Sheet No. R-2 CANCELLING Original Sheet No. R-2
 First Revised Sheet No. R-6 CANCELLING Original Sheet No. R-6
 First Revised Sheet No. R-22 CANCELLING Original Sheet No. R-22

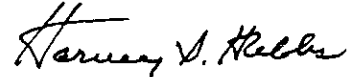
3. Pursuant to the Stipulation and Agreement the prefiled direct testimony, schedules, exhibits and minimum filing requirements submitted by Laclede, Commission Staff, Office of Public Counsel, Union Electric and the Industrial Intervenor shall be received into evidence as follows:

Exhibit 1	Stipulation and Agreement
Exhibit 2	Testimony of Glenn F. Smith
Exhibit 3	Testimony of Robert C. Jaudes
Exhibit 4	Testimony of Charles E. Olson
Exhibit 5	Testimony of Robert J. Carroll
Exhibit 6	Testimony of James A. Fallert
Exhibit 7	Testimony of Harry R. Haury
Exhibit 8	Testimony of Ronald L. Krutzman
Exhibit 9	Testimony of Shirley M. Peskie
Exhibit 10	Testimony of George M. Russell
Exhibit 11	Testimony of R. Lawrence Sherwin
Exhibit 12	Testimony of Michael R. Spotanski
Exhibit 13	Minimum Filing Requirements
Exhibit 14	Testimony of John J. White
Exhibit 15	Staff Accounting Schedules
Exhibit 16	Testimony of Jeanne A. Lloyd
Exhibit 17	Testimony of Arlene S. Pfleeger
Exhibit 18	Testimony of Michael S. Proctor
Exhibit 19	Testimony of Anne Ross
Exhibit 20	Testimony of Doyle Gibbs
Exhibit 21	Testimony of Craig A. Jones
Exhibit 22	Testimony of Ronald L. Shackelford
Exhibit 23	Testimony of Martin Turner
Exhibit 24	Testimony of Eve A. Lissik
Exhibit 25	Testimony of Dennis Patterson
Exhibit 26	Testimony of Walter R. Ellis
Exhibit 27	Testimony of Stephen M. Rackers
Exhibit 28	Testimony of Stephen J. Ruppel
Exhibit 29	Testimony of Phillip B. Thompson

Exhibit 30 Testimony of Russell W. Trippensee
Exhibit 31 Testimony of Mark H. Pappas
Exhibit 32 Testimony of Donald E. Johnstone
Exhibit 33 Testimony of Donald E. Johnstone

4. That this Report and Order shall become effective on the 1st day of August, 1990.

BY THE COMMISSION



Harvey G. Hubbs
Secretary

(S E A L)

Steinmeier, Chm., Mueller, Rauch,
McClure and Letsch-Roderique, CC.,
Concur.

Dated at Jefferson City, Missouri,
on this 18th day of July, 1990.

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the matter of Laclede Gas Company)	
for authority to file tariffs increas-)	
ing rates for gas service provided to)	Case No. GR-90-120
customers in the company's Missouri)	
service area.)	

STIPULATION AND AGREEMENT

On December 15, 1989, 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 January 15, 1990 and were designed to produce an increase of approximately 6.6 percent (\$26,935,000) in charges for gas services.

By Order dated January 12, 1990, the Commission suspended the proposed tariffs and established a procedural schedule for interventions, the prefiling of testimony and exhibits, and hearings. By its Order Setting Local Hearings and Notice issued January 23, 1990, the Commission also established notice requirements and dates for local public hearings in the City of St. Louis and St. Louis County, Missouri. On June 8, 1990, 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 Corpo-

¹MRT has stated that MRT does not oppose the terms of this Stipulation and Agreement, but MRT will not be a signatory hereto.

ration, Emerson Electric Company, Ford Motor Company, General Motors Corporation, Mallinckrodt, Inc., McDonnell Douglas Corporation, Monsanto Company and Ralston Purina Company (collectively the "Industrial Intervenors"); and O.C.A.W., AFL-CIO Gas Workers, Local 5.6 ("OCAW").

Local hearings were held in this proceeding on June 26, 1990. Pursuant to the procedural schedule established by the Commission, a prehearing conference was convened on June 25, 1990. 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 \$12 million, exclusive of any applicable license, occupation, franchise, gross receipts taxes or other similar fees or taxes.

2. The 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 and shall be effective for service rendered on and after August 1, 1990. 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 April 1, 1990.
- (c) Increasing to \$1 million the minimum amount of annual change which will give rise to rate changes under the PGA Clause.
- (d) Establishing a new 1.5% late payment charge on delinquent accounts, and new or increased fees or charges related to:
 - (1) Reconnection of service;
 - (2) Meter reading by appointment; and
 - (3) The adoption of a charge for trips related to collection activities.
- (e) Changing Laclede's Actual Cost Adjustment (ACA) Clause so that its accumulation period will end, each year, at the end of the September revenue month, commencing with 1990, with adjustments commencing with the start of the November revenue month in each year.
- (f) Establishment of an authorized overrun service and charge that will, when authorized by Laclede in Laclede's sole discretion, allow firm and basic transportation customers to transport additional

daily volumes of gas up to a total daily volume not to exceed one hundred and ten percent of contract demand levels.

- (g) Changing Laclede's PGA Clause to provide that: (i) firm transportation customers will be included, on the same basis as firm sales customers, in any refund distribution related to take-or-pay and demand charges; and (ii) basic transportation customers will be included, on the same basis as interruptible sales customers, in any refund distribution related to take-or-pay charges, except that certain basic transportation customers who were firm sales customers of Laclede prior to November 15, 1989 will be entitled to any refund distributions related to take-or-pay charges in the manner specified in Laclede's PGA Clause.

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 Laclede shall be authorized to capitalize costs incurred to:

- (a) Install locking and failure indicating devices and valves on regulator stations; and

- (b) Transfer service lines in connection with the installation of new mains.

The Parties also agree that Laclede shall defer any costs incurred to effect repairs of valves, which repairs become necessary as a result of the partial operation of essential valves as part of Laclede's valve maintenance program. It is agreed that any amounts so deferred, subject to audit by the Staff of the Commission and the Office of the Public Counsel, will be recovered in Laclede's next general rate proceeding.

4. For settlement purposes and subject to the provisions of Paragraph 9 hereof, the parties agree to the proposal of UE that the Commission establish a new docket to investigate the question of whether or not it is advisable to establish seasonally differentiated rates for the General Service Rate of Laclede.

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

6. 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.

7. 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.

8. 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.

9. This Stipulation and Agreement has resulted from extensive negotiations among the signatories and the terms hereof, except for the terms of Paragraph 4 hereof, are interdependent; it being understood and agreed that the Commission's acceptance or non-acceptance of the new docket proposal set forth in Paragraph 4 hereof shall in no way affect or limit the effectiveness of any of the other terms or provisions of this Stipulation and Agreement. In the event the Commission does not approve and adopt Paragraphs 1 through 3 and 5 through 10 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

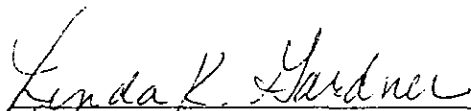
shall be void and no signatory shall be bound by any of the agreements or provisions hereof.

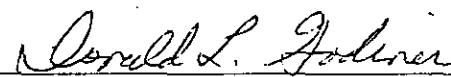
10. The Staff shall have the right to file with the Commission a summary of the provisions of the Stipulation and Agreement and to provide to the Commission whatever further explanation the Commission requests. The summary shall not become a part of the record of this proceeding and shall not bind or 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

LACLEDE GAS COMPANY

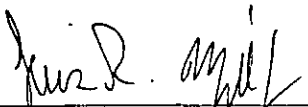

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AMERICAN NATIONAL CAN
COMPANY, ET AL.


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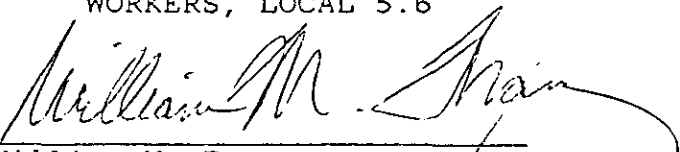
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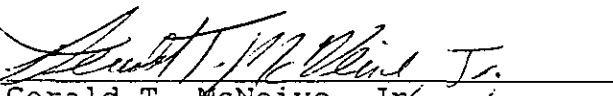
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William M. Franz

Law Offices of William M. Franz
721 Olive Street
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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 11th
day of July, 1990.


Gerald T. McNeive, Jr. *by GTF*

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:

	Laclede & St. Charles Divisions	Missouri Natural & Midwest Missouri Divisions
Customer Charge		
Residential - per month	\$ 8.00	\$ 8.00
Commercial & Industrial - per month	\$10.00	\$10.00
For all therms used per month - per therm	41.688¢	43.064¢

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 30.852¢ 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 July 11, 1990
month day year
DATE EFFECTIVE August 1, 1990
month day year
ISSUED BY D. L. Godiner, Vice President, 720 Olive Street, St. Louis, MO 63101
name of officer title address

P.S.C. MO. No. 5 Consolidated, Seventh Revised Sheet No. 3
CANCELLING P.S.C. MO. No. 5 Consolidated, Sixth Revised Sheet No. 3

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

SCHEDULE OF RATES

(This space reserved for future use.)

DATE OF ISSUE July 11, 1990
month day year

DATE EFFECTIVE August 1, 1990
month day year

ISSUED BY *D. L. Godiner*
D. L. Godiner, Vice President, 720 Olive Street, St. Louis, MO 63101
name of officer title address

Laclede Gas Company For
 Name of Issuing Corporation or Municipality 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:

	<u>Laclede & St. Charles Divisions</u>	<u>Missouri Natural & Midwest Missouri Divisions</u>
Customer Charge		
- Residential - per month	\$ 8.00	\$ 8.00
Commercial & Industrial - per month	10.00	10.00
For the first 65 therms used per month - per therm	36.110c	36.580c
For all over 65 therms used per month - per therm	29.696c	28.648c

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 23.731c 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 July 11, 1990 DATE EFFECTIVE August 1, 1990
 month day year month day year
 ISSUED BY D. L. Godiner
 name of officer title address

Laclede Gas Company

For Refer to Sheet No. 1

Names of Issuing Corporation or Municipality

Community, Town or City

SCHEDULE OF RATES

LARGE VOLUME SERVICE

Availability - Service under this rate schedule is available for qualifying firm gas uses including total energy service 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	\$360
Demand Charge - per billing demand therm	65¢
Commodity Charge - for all therms used per month - per therm	32.660¢

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 30.852¢ per therm.

DATE OF ISSUE July 11, 1990
month day year

DATE EFFECTIVE August 1, 1990
month day year

ISSUED BY *D. L. Godiner*
D. L. Godiner, Vice President, 720 Olive Street, St. Louis, MO 63101
name of officer title address

Laclede Gas Company
 Name of Issuing Corporation or Municipality

Refer to Sheet No. 1
 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	\$360
Commodity Charge	
First 100,000 therms - per month - per therm	32.848¢
Over 100,000 therms - per month - per therm	30.760¢

Charge For Gas Used During Interruption

All gas used during any period of interruption - per therm	58.634¢
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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 23.731¢ 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 July 11, 1990
 month day year

DATE EFFECTIVE August 1, 1990
 month day year

ISSUED BY D. L. Godiner, Vice President, 720 Olive Street, St. Louis, MO 63101
 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	\$7.00
For all gallons used per month - per gallon	\$8.111c

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 43.21c per gallons. 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.

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month day year

DATE EFFECTIVE August 1, 1990
month day year

ISSUED BY D. L. Godiner
name of officer title address
D. L. Godiner, Vice President, 720 Olive Street, St. Louis, MO 63101

Laclede Gas Company

Refer to Sheet No. 1

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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 - \$2.50 per month

For lights equipped with one or more single upright mantle units or double inverted mantle units with an hourly input rating of 3 cubic feet or less per mantle unit:

Each initial mantle unit per light - \$9.39 per month

Each additional mantle unit per light - \$7.84 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 - \$9.39 per month

Each additional 3 cubic feet of hourly input rating or fraction thereof per light - \$7.84 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 30.852¢ 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.

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AMENDMENT TO GAS SALE AND TRANSPORTATION 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:

General Motors Corporation - Wentzville Plant - contract dated March 12, 1981, as amended.

Base Monthly Charge	\$23,806
Reservation Charge - per billing demand therm per month	65c
Transportation Charge - per therm transported per month	1.808c
Deficiency Charge - per therm of annual deficiency	2.963c
Commodity Charge - per therm sold	32.660c
Storage Charge - per therm for any full or partial month	.50c
Additional Transportation Charges - per therm -	
TOP Cost and Pipeline Demand Costs set out on Sheet No. 29.	

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

Base Monthly Charge	\$ 350
Monthly Demand Charge - per billing demand therm per month	47c
Base Commodity Charge - per therm	34.935c

Special Partial Requirements Large Volume Gas Contracts

Customer Charge - per month	\$ 360
Demand Charge - per billing demand therm	65c
Base Commodity Charge - per therm	32.660c

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 30.852c per therm.

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SCHEDULE OF RATES

PURCHASED GAS ADJUSTMENT CLAUSE

A. Current Purchased Gas Adjustments

The charges which the Company makes for gas shall be subject to increases or decreases due to increases or decreases in the cost of gas charged by the Company's supplier, Mississippi River Transmission Corporation (MRTC). For the purpose of the computations herein, the basic wholesale rates and basic volumes for determining the base cost of gas are set forth in Paragraph E of this Clause.

In the event of increases or decreases in the aforesaid wholesale rates at which the Company purchases gas, charges for gas service contained in the Company's then effective retail rate schedules on file with the Missouri Public Service Commission (Commission) shall be increased or decreased by a Current Purchased Gas Adjustment (CPGA) determined as follows:

1. a. The CPGA factor for firm sales shall be calculated by summing the demand, commodity and take-or-pay components of gas cost per therm as determined in accordance with paragraphs 1 c. through 1 e. respectively, and subtracting therefrom the base gas cost level per therm for firm sales as set forth in Paragraph E of this clause.

b. The CPGA factor for the seasonal and interruptible sales classifications shall be calculated by summing the commodity and take-or-pay components of gas cost per therm as determined in accordance with paragraphs 1 d. and 1 e. respectively and subtracting therefrom the base gas cost level per therm for seasonal and interruptible sales as set forth in Paragraph E of this clause.

c. The per therm demand gas cost component shall be determined by dividing the current annual demand related cost of purchased gas by the firm sales and firm transportation volumes specified in Paragraph E. The rate per therm so determined shall be rounded to the nearest .001¢ per therm. The current annual demand related cost of purchased gas shall be calculated by multiplying the most recent Federal Energy Regulatory Commission (FERC) authorized demand rate(s) times the annual demand volumes applicable to the Company.

d. The per therm commodity gas cost component shall be determined by dividing the current annual commodity related cost of purchased gas

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A. Current Purchased Gas Adjustments (Continued)

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.

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.

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.

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 \$1,000,000 from the previous CPGA computation which resulted in the previously effective CPGA.

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.

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.

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

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SCHEDULE OF RATES

A. Current Purchased Gas Adjustments (Continued)

Sheet No. 29 and shall be fully effective one month thereafter, provided that any such proposed increase or decrease in charges satisfies the terms of Paragraph D hereof.

B. Refunds

Any refunds which the Company receives from its suppliers, together with any interest included in such refunds, will be refunded in turn to the Company's customers. Such refund distribution will commence within three months of receipt by Company of a refund which by itself, or in combination with prior refunds upon which distribution by the Company has not yet commenced, exceeds \$100,000, and will be accomplished in the following manner:

1. The refund factor for firm sales service shall be calculated by summing the demand, take-or-pay and commodity related refunds per therm as determined in accordance with paragraphs B. 5 through B. 8, respectively. Such refund factor, which will be rounded to the nearest .001c, will be applied as a credit to bills to such customers over the succeeding 12 months by multiplying such unit refund credit by the total therms billed to each customer in each billing period.

2. The refund factor for seasonal and interruptible sales service shall be calculated by summing the take-or-pay and commodity related refunds per therm as determined in accordance with paragraphs B. 7 and B. 8, respectively. Such refund factor, which will be rounded to the nearest .001c, will be applied as a credit to bills to such customers over the succeeding 12 months by multiplying such unit refund credit by the total therms billed to each customer in each billing period.

3. The refund factor for firm transportation customers shall be calculated by summing the demand and take-or-pay refunds per therm as determined in accordance with paragraphs B. 5 through B. 7, respectively. Such refund factor, which will be rounded to the nearest .001c, will be applied as a credit to bills to such customers over the succeeding 12 months by multiplying such unit refund credit to the total therms billed to each customer in each billing period.

4. The refund factor for basic transportation customers shall be the take-or-pay unit refunds per therm as determined in accordance with paragraphs B. 6 and B. 7. Such refund factor, which will be rounded to the nearest

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B. Refunds (Continued)

.001¢, will be applied as a credit to bills to such customers over the succeeding 12 months by multiplying such unit refund credit to the total therms billed to each customer in each billing period.

5. The amount of refund related to demand charges shall be allocated only to firm sales and firm transportation service. Such amount shall be divided by the amount of therms estimated to be sold and transported on a firm basis in the succeeding 12 months. The resulting unit refund per therm, to the nearest .001¢, will be applied as a credit to bills to such customers over the succeeding 12 months by multiplying such unit refund credit by the total therms billed to each customer in each billing period.

6. The amount of refund related to take-or-pay charges applicable to the period June 1, 1988 through November 14, 1989 shall be allocated to firm sales, firm transportation volumes, and basic transportation volumes of customers who purchased gas on a firm basis during the aforementioned period. Such amount shall be divided by the amount of therms estimated to be sold and transported to the applicable customers in the succeeding 12 months. The resulting unit refund per therm, to the nearest .001¢, will be applied as a credit to bills to such customers over the succeeding 12 months by multiplying such unit refund credit by the total therms billed to each customer in each billing period.

7. The amount of refund related to take-or-pay charges applicable to the period November 15, 1989 and after shall be allocated to all sales and transportation volumes. Such amount shall be divided by the amount of therms estimated to be sold (firm and seasonal and interruptible) and transported (firm and basic) in the succeeding 12 months. The resulting unit refund per therm, to the nearest .001¢, will be applied as a credit to bills to such customers over the succeeding 12 months by multiplying such unit refund credit by the total therms billed to each customer in each billing period.

8. The amount of refund related to commodity related charges shall be allocated only to firm sales and seasonal and interruptible sales based on the actual sales made by the Company with respect to each such sales classification during the past period to which the refunds are applicable.

The amount of commodity related refund applicable to firm sales shall be divided by the amount of therms estimated to be sold in the succeeding 12 months to customers who purchase gas on a firm basis.

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B. Refunds (Continued)

The amount of commodity related refund applicable to seasonal and interruptible sales shall be divided by the amount of therms estimated to be sold in the succeeding 12 months to customers who purchase gas on a seasonal and interruptible basis.

9. The Company may adjust the aforesaid unit refund credit factors in the twelfth month by dividing the estimated refund balances yet to be distributed to each sales and/or transportation classification during such twelfth month by the amount of therms estimated to be sold and/or transported to each classification respectively. The resulting unit refund per therm, to the nearest .001¢, will be applied as a credit to bills during such twelfth month. Any amount by which the refund distribution is less or more than the amount initially determined to be refunded, will be added to or subtracted from the next succeeding refund distribution.

10. The Company will add interest monthly to the balances of refunds received from its supplier(s) remaining to be distributed to customers. The amount of interest to be added each month shall be computed at the rate of 9 percent per annum applied to such refund balance existing on the last date of each month. For each twelve-month refund distribution period, an estimate of the interest to be so added by the Company shall be included in determining the per therm credits to be applied to bills pursuant to Paragraphs 1 through 4 of this Section B.

C. Deferred Purchased Gas Cost Accounts

The Company shall maintain Deferred Purchased Gas Cost Account(s) which shall be credited by the amount of any gas cost revenue recovery in excess of actual purchased gas costs and debited by the amount of any gas cost revenue recovery which is less than said actual purchased gas costs.

1. Such excess or deficiency in total gas cost recovery, for each sales classification (firm, and seasonal and interruptible) shall be determined by a monthly comparison of the actual cost of gas, net of storage injections and withdrawals, as shown on the Company's books and records, exclusive of refunds, for each revenue month to the gas cost revenues recovered for such revenue month.

a. For firm sales, total gas costs shall include (i) actual MRTC demand charges (ii), the actual expensed cost of propane peak shaving supplies used and (iii) the actual propane penalty costs incurred.

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C. Deferred Purchased Gas Cost Accounts (Continued)

b. All other actual gas costs incurred will be allocated to firm sales and to sales classified as seasonal and interruptible based on the ratio of each classes' respective actual therm sales to total therm sales for the related revenue month.

2. The amounts of gas cost revenues recovered each month shall be the product of the actual therm sales of each sales class and the gas cost revenue recovery components for such sales class, and shall also include the "Additional Transportation Charges" specified in the Company's Large Volume Transportation and Sales Service tariff. Such revenue recovery components shall be the sum of the base unit cost of gas for each sales class (as set forth in Paragraph E) and the CPGA applicable to each sales class.

3. For the April 1990 through September 1990 period, the differences of the comparisons described above including any balance or credit remaining from the Actual Cost Adjustment distribution which commenced in May 1990 shall be accumulated to produce a cumulative balance of excess or deficiency of gas cost revenue recovery. "Actual Cost Adjustment" (ACA) factors shall be computed by dividing these cumulative balances by the estimated sales volumes during the subsequent twelve-month period beginning with the November 1990 revenue month for each of the respective sales classes. All actual ACA revenue recovered shall be debited or credited to the balance of the ACA account as appropriate and any remaining balance shall be reflected in the subsequent ACA computations. Such ACA factors are required in order to make the transition to the twelve month ending September deferral period pursuant to the Stipulation and Agreement in Case No. GR-90-120.

4. Beginning with the twelve months ended September 1991, and for each succeeding twelve-month period ending with the September revenue month, the differences of the comparisons described above including any balance or credit for the previous year shall be accumulated to produce a cumulative balance of excess or deficiency of gas cost revenue recovery. "Actual Cost Adjustment" (ACA) factors shall be computed by dividing these cumulative balances by the estimated sales volumes during the subsequent twelve-month period beginning with the November revenue month for each of the respective sales classes. All actual ACA revenue recovered shall be debited or credited to the balance of the ACA account as appropriate and any remaining balance shall be reflected in the subsequent ACA computations.

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C. Deferred Purchased Gas Cost Accounts (Continued)

5. These ACA adjustment factors shall be rounded to the nearest .001¢ per therm and applied to billings commencing with the November revenue month to the applicable sales classes.

These "Actual Cost Adjustments" shall remain in effect until superseded by subsequent "Actual Cost Adjustments" calculated according to this provision. The Company shall file ACA factors in the same manner as all other Purchased Gas Adjustments.

D. Filing Requirements

At least ten days before applying any Purchased Gas Adjustment(s), the Company shall file with the Commission an Adjustment Statement showing:

1. The computation of the revised CPGA, refund, or ACA factor;
2. A revised PGA Tariff Sheet No. 29 setting forth the rate classes of the Company to which the Purchased Gas Adjustment(s) is to be applied, the net amount per therm, expressed to the nearest .001¢ to be used in computing the Total Purchased Gas Adjustment (sum of CPGA, refund, and ACA) applicable to customers' bills under each rate schedule, and the effective date of such adjustment.
3. The Company shall also file with the Commission, as soon as available, copies of any orders or other pertinent information applicable to the wholesale rate(s) charged the Company by its natural gas supplier.

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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	916,604,429
SEASONAL & INTERRUPTIBLE SALES	21,219,531
TOTAL SALES	937,823,960
FIRM TRANSPORTATION	89,483,993
BASIC TRANSPORTATION	41,009,960
TOTAL SALES & TRANSPORTATION	1,068,317,913
TOTAL PURCHASES	962,584,849

BASIC WHOLESALE RATES IN EFFECT APRIL 1, 1990
 RATE SCHEDULE CD-1

D-1 DEMAND	\$8.845 PER MMBTU OF CONTRACT DEMAND
COMMODITY	\$2.1901 PER MMBTU OF GAS PURCHASED
GRI SURCHARGE	\$0.0126 PER MMBTU OF GAS PURCHASED
ANNUAL CHARGE ADJUSTMENT	\$0.0017 PER MMBTU OF GAS PURCHASED
FIXED TAKE-OR-PAY RELATED CHARGES	\$983,636 PER MONTH

	COST	VOLUMES (THERMS)	GAS COST PER THERM	
			FIRM	SEASONAL & INTERRUPTIBLE
BASE GAS COST				
D-1 DEMAND (8,100,000 MMBTU)	\$71,644,500	1,006,088,422	\$0.07121	\$0.00000
COMMODITY RELATED CHARGES				
COMMODITY	210,815,708			
GRI SURCHARGE	1,212,857			
ANNUAL CHARGE ADJUSTMENT	163,639			
S/T	212,192,204	937,823,960	0.22626	0.22626
FIXED TAKE-OR-PAY RELATED CHARGES	11,803,632	1,068,317,913	0.01105	0.01105
TOTAL	\$295,640,336		\$0.30852	\$0.23731

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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>Current PGA</u>	<u>ACA</u>	<u>Refund</u>	<u>Total Adjust- ment</u>
<u>PGA Factors Applicable to Firm Rate Schedules</u>	(3.412c)	1.107c	(0.131c)	(2.436c)
<u>PGA Factors Applicable to Seasonal and Interruptible Rate Schedules</u>	(3.085c)	0.057c	(0.123c)	(3.151c)
<u>PGA Factors Applicable to L.P. Rate Schedules</u>	(7.960c)	20.995c	--	13.035c

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).

The above Current PGA Factors are based on wholesale pipeline gas cost levels, per therm, which include the following components:

Take-Or-Pay Related (TOP) Cost - per therm	1.181c
Pipeline Demand Costs - per therm	6.794c

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RECONNECTION CHARGES

Effective with the effective date of this tariff sheet, charges for reconnection of service as described in Rule No. 15, page R-10 of this tariff, shall be as follows:

- (A) Residential customer - \$43
- (B) Commercial or industrial customer, the greater of:
- (1) The applicable charge set out in (A) above; or
 - (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.
- (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:
- (1) The applicable charge set out in (A) or (B) above; or
 - (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.

SPECIAL METER READING CHARGE

Effective with the effective date of this tariff sheet, charges for a customer-requested special meter reading by appointment as described in Rule No. 22, Page R-22, of this tariff shall be as follows:

Special Meter Reading Charge - \$5

COLLECTION TRIP CHARGE

Effective with the effective date of this tariff sheet, the collection trip charge as described in Rule No. 23, Page R-22, of this tariff shall be as follows:

Collection Trip Charge - \$9

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

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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.

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.

Firm Service - 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.

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 R21 and R22 of the Company's Tariffs and (b) such gas is

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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	\$650
Reservation Charge - per billing demand therm	65c
Transportation Charge - per therm transported	1.808c
Commodity Charge - per therm sold	32.660c
Storage Charge-per therm for any full or partial month	0.50c
Authorized Overrun Charge - per therm transported.....	5.40c

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.

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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

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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.

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.

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.

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21. Emergency Curtailment Plan (Continued)

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.

22. Special Meter Readings

At the customer's request, the Company will read a customer's meter at a special time by appointment when the meter cannot be read or is not being read by the regular meter reader. When such a meter reading is made, a special meter reading charge shall be made.

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.

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