

In the Matter of the Application of
Laclede Gas Company for a Temporary
Variance from Certain Portions of Rule
10.A of its Tariff Regarding meter Testing
in Connection with its Implementation of
An Automated Meter Reading Program.

UNANIMOUS STIPULATION AND AGREEMENT

On June 15, 2005, Staff filed its memorandum recommending that the Commission approve the variance. United Steel Workers Local 11-6 (Local 11-6) filed its motion to intervene on June 20, 2005, and its statement in opposition to the variance on February 3, 2006.

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1. The Signatory Parties agree that the Verified Application for Variance filed by Laclede on May 10, 2005, should be approved as soon as reasonably practicable.

2. Laclede agrees to accelerate the replacement of meters that are not due to be replaced until next year under its statistical sampling program to the extent such meters are located in areas that have not yet had an Automated Meter Reading ("AMR") device installed and Laclede can obtain access to the customer's premises sufficiently in advance of the AMR installation to perform the replacement and, where feasible, to replace meters that are incompatible with the AMR device with meters on which the AMR device is already installed. To facilitate this acceleration and replacement, Laclede will have its meter shop employees install (at the meter shop facility) AMR devices on all residential new meters currently in inventory and on all residential recycled meters, and will obtain new meters from the manufacturer with AMR already installed. This process will also eliminate the need for a second disruption of the customer (one to replace a meter and one to install the AMR device).

3. This Stipulation and Agreement has resulted from extensive negotiations among the Signatory Parties and the terms hereof are interdependent. In the event the Commission does not adopt this Stipulation and Agreement in total, then this Stipulation and Agreement shall be void and no Party shall be bound by any of the agreements or provisions hereof. The stipulations herein are specific to the resolution of this proceeding, and all stipulations are made without prejudice to the rights of the Signatory Parties to take other positions in other proceedings.

4. This Stipulation and Agreement is being entered into for the purpose of disposing of all issues in this case. None of the Signatory Parties to this Stipulation and

Agreement shall be deemed to have approved, accepted, agreed, consented or acquiesced to any ratemaking principle or procedural principle, including, without limitation, any method of cost determination or cost allocation or revenue related methodology, and none of the signatories shall be prejudiced or bound in any manner by the terms of this Stipulation and Agreement in this or any other proceeding, whether this Stipulation and Agreement is approved or not, except as otherwise expressly specified herein.

5. All Signatory Parties further understand and agree that the provisions of this Stipulation and Agreement relate only to the specific matters referred to in the Stipulation and Agreement and no Party waives any claim or right which it otherwise may have with respect to any matters not expressly provided for in this Stipulation. All Signatory Parties further reserve the right to withdraw their support for the settlement in the event that the Commission modifies the Stipulation and Agreement in a manner which is adverse to the Party withdrawing its support and further, all Signatory Parties reserve the right to contest any such Commission order modifying the settlement in a manner which is adverse to the Party contesting such Commission order.

6. In the event the Commission accepts the specific terms of this Stipulation and Agreement, the Signatory Parties waive, with respect to the issues resolved herein: their respective rights pursuant to Section 536.070(2), RSMo 2000 to call, examine and cross-examine witnesses; their respective rights to present oral argument or written briefs pursuant to Section 536.080.1, RSMo 2000; their respective rights to the reading of the transcript by the Commission pursuant to Section 536.080.2, RSMo 2000; their respective rights to seek rehearing pursuant to Section 386.500, RSMo 2000; and their respective rights to judicial review pursuant to Section 386.510, RSMo 2000. If this

Stipulation and Agreement is not approved by the Commission, the Signatory Parties request that a revised Procedural Schedule be established which provides for a hearing, to include the opportunity for cross-examination.

7 Counsel for the Office of the Public Counsel has reviewed the terms of this Stipulation and Agreement and has authorized the Signatory Parties to represent that it has no objection to the Commission's approval of the Stipulation and Agreement.

WHEREFORE, the Signatory Parties respectfully request that the Commission approve this Unanimous Stipulation and Agreement.

Respectfully Submitted,

/s/ Michael C. Pendergast

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CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing Unanimous Stipulation and Agreement was served on the General Counsel of the Staff of the Missouri Public Service Commission, the Office of Public Counsel and USW, Local 11-6 on this 31st day of March, 2006, by hand-delivery, email, fax or United States mail, postage prepaid.

/s/ Gerry Lynch