

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

In the Matter of the Verified Application and	)	
Petition of Laclede Gas Company for	)	Case No. GO-2014-0212
Establishment of an Infrastructure System	)	
Replacement Surcharge	)	

**UNANIMOUS STIPULATION AND AGREEMENT**

COME NOW Laclede Gas Company (“Laclede Gas”), the Office of the Public Counsel (“Public Counsel”), and the Staff of the Missouri Public Service Commission (“Staff”), collectively referred to herein as the “Parties,” and submit this Unanimous Stipulation and Agreement (“Stipulation and Agreement”) for approval by the Commission.

**BACKGROUND**

1. On January 17, 2014, Laclede Gas filed a Verified Application and Petition to re-establish an Infrastructure System Replacement Surcharge (“ISRS”) for its Laclede operating unit, along with a revised Tariff Sheet No. 12, reflecting proposed ISRS charges.

2. On March 14, 2014, the parties to an MGE ISRS case, Case No. GO-2014-0179 (the “MGE ISRS Case”), filed a Unanimous Stipulation and Agreement, in which the parties agreed to amounts to be included in MGE’s ISRS, along with certain filing and information requirements.

3. On March 18, 2014, Staff filed its Recommendation in this case, in which it recommended that Laclede Gas be permitted to bill ISRS revenues in an annual amount of \$7,062,051 pursuant to Appendix B to the Staff Recommendation.

4. The Parties have discussed the Laclede Gas ISRS filing, and have determined to reach an agreement upon the same terms as agreed to in the MGE ISRS Case, as set forth herein. Accordingly, this Stipulation and Agreement resolves all issues in this proceeding as set forth below.

### **RESOLUTION OF ISSUES**

5. Tariff Sheet. The Parties agree that the Commission should approve Tariff Sheet 12 shown in Exhibit A attached hereto. Tariff Sheet 12 reflects the same ISRS charges contained in Appendix B to Staff's Recommendation, adjusted pursuant to paragraph 7 below. The tariff sheet bears an issue date of March 28, 2014, and an effective date of April 28, 2014.

6. Filing Requirements. Laclede Gas shall file all future ISRS applications with references to the ISRS statute and the state or federal safety requirements in the format set forth in Exhibit B attached hereto.<sup>1</sup> Further, for projects completed after the date of the approval of this Stipulation and Agreement, Laclede will make available written documentation in its work order files which identifies the entity with the power of eminent domain and provides a description of the purpose of the relocation project. Such documentation may be consistent with the documentation normally used by such entity, but at a minimum shall include a written request (in the form of a letter, email, or project description) from such entity for the relocation. All parties reserve the right to contest the sufficiency of said documentation.

7. Adjustment to ISRS Revenues. Laclede Gas and Public Counsel have a dispute regarding the ISRS eligibility for replacement of certain equipment set forth in

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<sup>1</sup> The parties specifically agree only to the *format* shown in Exhibit B. This agreement in no way limits a party's right to challenge in the future whether the safety requirements cited by Laclede Gas properly qualify such expenses for the ISRS.

Laclede Work Orders 60418 and 60419. The parties have agreed to remove the amounts associated with these work orders from the ISRS costs and revenues in this case. However, Laclede reserves the right to include the replacements in Work Orders 60418 and 60419 and these amounts in its next ISRS filing.

### **GENERAL PROVISIONS**

8. Unless otherwise explicitly provided herein, none of the Parties to this Stipulation and Agreement shall be deemed to have approved or acquiesced in any ratemaking or procedural principle, including, without limitation to, any other method of cost determination or cost allocation or revenue-related methodology. Other than as explicitly provided herein, none of the Parties shall be prejudiced or bound in any manner in this or any other proceeding by the terms of this Stipulation and Agreement regardless of whether this Stipulation and Agreement is approved.

9. This Stipulation and Agreement has resulted from extensive negotiations among the Parties and the terms hereof are interdependent. If the Commission does not approve this Stipulation and Agreement unconditionally and without modification, then this Stipulation and Agreement shall be void and no Party shall be bound by any of the agreements or provisions hereof.

10. If the Commission does not unconditionally approve this Stipulation and Agreement without modification, and notwithstanding the provision herein that it shall become void, neither this Stipulation and Agreement nor any matters associated with its consideration by the Commission shall be considered or argued to be a waiver of the rights that any Party has for a decision in accordance with §536.080 RSMo 2000 or Article V, Section 18 of the Missouri Constitution, and the Parties shall retain all

procedural and due process rights as fully as though this Stipulation and Agreement had not been presented for approval, and any suggestions, memoranda, testimony, or exhibits that have been offered or received in support of this Stipulation and Agreement shall become privileged as reflecting the substantive content of settlement discussions and shall be stricken from and not be considered as part of the administrative or evidentiary record before the Commission for any purpose whatsoever.

11. In the event the Commission unconditionally accepts the specific terms of this Stipulation and Agreement without modification, the Parties waive the following rights only as to the issues resolved herein: 1) their respective rights to present oral argument and written briefs pursuant to §536.080.1 RSMo 2000; 2) their respective rights to seek rehearing, pursuant to §536.500 RSMo 2000; and 3) their respective rights to judicial review pursuant to §386.510 RSMo 2000. This waiver applies only to a final, unappealed Commission order unconditionally approving this Stipulation and Agreement issued in this proceeding and only to the issues that are resolved hereby. It does not apply to any matters raised in any prior or subsequent Commission proceeding or any matters not explicitly addressed by this Stipulation and Agreement.

**WHEREFORE**, for the foregoing reasons, the undersigned Parties respectfully request that the Commission issue its Order approving all of the specific terms and conditions of this Unanimous Stipulation and Agreement and approve the tariff sheet submitted as Appendix A hereto.

Respectfully Submitted,

**LACLEDE GAS COMPANY**

**/s/ Rick Zucker**

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Attorney for the Staff of the  
Missouri Public Service Commission

**Certificate of Service**

I hereby certify that copies of the above and foregoing document were sent by electronic mail on this 28th day of March, 2014 to counsel of record.

**/s/ Rick Zucker**