

Exhibit No.:
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Witness: **Scott A. Weitzel**
Type of Exhibit: **Rebuttal Rate Design Testimony**
Sponsoring Party: **Laclede Gas Company (LAC) Missouri Gas Energy (MGE)**
Case Nos. **GR-2017-0215; GR-2017-0216**
Date Testimony Prepared: **October 20, 2017**

**LACLEDE GAS COMPANY
MISSOURI GAS ENERGY**

**GR-2017-0215
GR-2017-0216**

REBUTTAL TESTIMONY

OF

SCOTT A. WEITZEL

October 2017

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SAW-R1

1 **REBUTTAL TESTIMONY OF SCOTT A. WEITZEL**

2 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

3 A. My name is Scott A. Weitzel and my business address is 700 Market Street, St.
4 Louis, Missouri 63101.

5 **Q. ARE YOU THE SAME SCOTT A. WEITZEL WHO PREVIOUSLY FILED**
6 **DIRECT TESTIMONY IN THIS PROCEEDING?**

7 A. Yes, I submitted direct testimony on behalf of both Laclede Gas Company
8 (“LAC”) in Case No. GR-2017-0215 and Missouri Gas Energy (“MGE”) in Case
9 No. GR-2017-0216.

10
11 **I. PURPOSE OF TESTIMONY**

12 **Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY IN THIS**
13 **PROCEEDING?**

14 A. The purpose of my rebuttal testimony is to respond to the issues raised and
15 positions taken by witnesses for the Staff of the Missouri Public Service
16 Commission (“Staff”), and other parties in their direct testimony relating to
17 several rate design and class cost of service proposals made by LAC and MGE in
18 these cases. First, I will address the proposal by Staff on Lost and Unaccounted
19 For Gas (“LUF”) for fuel for transport customers. Second, I will address the
20 multiple tariff changes that have been addressed by the parties. I will also provide
21 an update on tariff changes that the Staff and Company have discussed. In
22 addition, I will touch on the recommendations that have been made regarding our
23 Natural Gas Energy Efficiency Collaboratives (“EEC”). Finally, I will address

1 the rate design recommendations of the parties in the context of the Company's
2 rate design proposal to implement a Revenue Stabilization Mechanism ("RSM")
3 coupled with reduced customer charges and enhanced energy efficiency efforts. I
4 will explain how this rate design benefits the Companies' customers and helps to
5 address the issues raised during the public hearing process in these cases
6 concerning the impact of higher customer charges on low- and fixed-income
7 customers.

8

9 **II. LOST AND UNACCOUNTED FOR GAS- LAC TRANSPORT**

10 **Q. WHAT IS YOUR UNDERSTANDING OF THE STAFF PROPOSAL**
11 **RELATED TO LAC'S LUF?**

12 A. Staff does not object to changing the LAC LUF factor from zero percent for the
13 Transportation class. Staff does, however, question whether LAC's proposal of
14 one percent is appropriate. To be consistent with the MGE operating division,
15 Staff recommends a two percent LUF factor for LAC. The two percent factor
16 would decrease the cost responsibility currently borne by firm sales customers
17 (Miles, Class Report p. 25-28).

18 **Q. WHAT IS LAC/MGE'S RESPONSE TO THIS RECOMMENDATION?**

19 A. The Company and Staff agree that there should be an LUF percent allocated to the
20 transportation class for LAC. The Company understands Staff's position, and
21 does not disagree with it; however, the Company proposed introduction of a 1%
22 LUF as an interim step for transportation customers. LAC will continue to work
23 with parties to determine if 1% or 2% is more appropriate.

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III. TARIFF CHANGES

A. TERRITORY ISSUES

Q. WHAT IS YOUR UNDERSTANDING OF THE STAFF PROPOSAL RELATED TO THE TARIFF DESCRIPTION FOR LAC’S SERVICE TERRITORY?

A. Staff recommends that the legal descriptions provided in past Certificates of Convenience and Necessity (“CCN”) cases pertaining to LAC’s service area be added to LAC’s tariff in place of the general description provided in the beginning of LAC’s tariff. Staff is apparently concerned that, if a customer needs to conduct a more detailed search of past Commission cases involving CCN, it would be difficult for them to determine whether or not they are in LAC’s service area based on the current tariff description (Kliethermes, Class Report p.29) I should note that the merits of this issue were considered by the Commission in GR-99-315 and the Commission found that Staff’s recommendation should not be adopted.

Q. DOES THE COMPANY AGREE WITH STAFF’S PROPOSED CHANGE IN THESE CASES?

A. No. I really do not believe that LAC’s or MGE’s tariffs should be cluttered up with these kinds of very specific and detailed legal descriptions. Instead of assisting customers, I believe their inclusion in the Company’s tariffs would tend to detract from what most customers want to find when they review our tariffs, namely the rates, charges and general terms under which MGE and LAC provide

1 service. The current service area description has served its purpose for LAC's
2 tariff and customers for many years.

3 **Q. DO YOU THINK THERE ARE BETTER ALTERNATIVES FOR**
4 **PROVIDING SUCH INFORMATION TO CUSTOMERS THAN**
5 **PROVIDING LEGAL DESCRIPTIONS IN THE TARIFFS FOR LAC AND**
6 **MGE?**

7 A. Yes. Customers can simply call a utility's customer service phone number to
8 determine if they have service from that provider at their address. The service
9 area description MGE and LAC already have in their tariffs provide the customer
10 with a good indication of whether we are one of the providers that should be
11 contacted for this purpose. If the customer is seeking to excavate or dig at a
12 location, the Missouri one-call system provides a very reliable and effective way
13 to contact all of the utilities and other service providers who may have facilities in
14 the area. Finally, if the Commission believes that additional information of this
15 nature should be made available to customers in a different way, we would
16 recommend that it be posted at a location on our website that is separate from our
17 tariffs to avoid confusion and not distract customers from searching our tariffs for
18 other reasons.

19 **B. FORM OF SERVICE AGREEMENT**

20 **Q. WHAT IS YOUR UNDERSTANDING OF THE STAFF PROPOSAL**
21 **RELATED TO LAC/MGE SERVICE AGREEMENT FORMS?**

1 A. Staff recommends that MGE keep its service agreement forms (“contracts”) in the
2 tariff and expand this practice by having such contracts placed in LAC’s tariff
3 (Class report p.32).

4 **Q. DOES THE COMPANY AGREE WITH STAFF’S PROPOSED CHANGE?**

5 A. No. The company believes that general contract templates should not be in rate
6 tariffs. LAC’s current tariff does not contain these contracts. As with Staff’s
7 proposal to include legal descriptions, the Company is willing to post LAC and
8 MGE service agreement forms on their website to address Staff’s concern and be
9 as transparent as possible regarding what these agreements require. Of course,
10 such agreements have and will continue to be governed by the terms of our
11 Commission approved tariffs, which is where any substantive matters relating to
12 the pricing or terms of such service are and should be addressed.

13 **C. EXCESS FLOW VALVES (“EFV”)**

14 **Q. STAFF WITNESS KATHLEEN A. MCNELIS DISCUSSED MULTIPLE**
15 **FEDERAL REGULATIONS IMPACTING THE INSTALLATION AND**
16 **PRICING OF EFV’S (MCNELIS CLASS REPORT, P. 33-36). DO YOU**
17 **HAVE ANY COMMENT?**

18 A. Yes. Company and Staff Safety personnel have been monitoring developments in
19 the federal pipeline safety regulations relating to EFVs. The Company is
20 committed to safety and will comply with any changes in pipeline safety
21 regulations. There have been multiple meetings on this subject between the
22 Company and Staff to address this issue. While we were prepared to file a revised
23 tariff, Staff expressed a preference for us doing so in the context of a rate case,

1 and, in the spirit of cooperation, we agreed to undertake Staff's preferred
2 approach. I have attached as Schedule SAW-R1 to my rebuttal testimony the
3 latest version of these tariffs and we look forward to finalizing them with Staff's
4 input prior to the conclusion of this proceeding.

5 **D. SCHOOL TRANSPORTATION PROGRAM ("STP")**

6 **Q. WHAT IS THE COMPANY'S REQUEST REGARDING THE**
7 **STIPULATION AND AGREEMENT ASSOCIATED WITH THE SCHOOL**
8 **TRANSPORTATION PROGRAM?**

9 A. As no party objected during the relevant 7-day period, the Company asks that the
10 Commission issue an order approving the stipulation and agreement, which will
11 resolve all issues pertaining to the program and MGE's STP tariff.

12 **E. GAS SUPPLY INCENTIVE PLAN**

13 **Q. WHAT IS YOUR UNDERSTANDING OF STAFF'S PROPOSAL**
14 **RELATED TO LAC'S GAS SUPPLY INCENTIVE PLAN ("GSIP")?**

15 A. At page 41 of its Report, the Staff recommends eliminating the GSIP that is
16 currently in effect for LAC and does not recommend implementing a similar
17 GSIP for MGE. Based on the history of LAC's infrequent eligibility for incentive
18 payments from 2003 through the fiscal year ended September 2016, Staff
19 questions whether the LAC GSIP is producing benefits to customers in the form
20 of lower gas prices. Staff also suggests that there is too much uncertainty
21 surrounding LAC's gas supply portfolio and the locations from which LAC will
22 purchase gas supplies in the near future. Staff also notes that LAC's GSIP does

1 not take any pipeline transportation cost into consideration in determining
2 whether LAC should receive an incentive (Crowe, Class Report p. 40-43).

3 **Q. HOW DOES THE COMPANY RESPOND TO THIS**
4 **RECOMMENDATION?**

5 A. The Company believes that the GSIP is good regulatory policy because it seeks to
6 motivate the Company to produce superior results for customers. It provides a
7 modest incentive for the Company to go the “extra mile” to reduce gas costs
8 below an expected level, by providing the Company a small share of the savings
9 (10%, up to a cap of \$3 million) if the Company achieves that goal of reducing
10 costs for customers. The Company also believes that it should share in benefits
11 for customers related to other gas supply savings, such as when negotiating
12 contract rates with interstate pipelines and has proposed to do that in this case for
13 discounts that may be achieved in the future. In diversifying pipeline supply from
14 its historical captive pipeline structure, and creating additional options, the
15 Company can be in a better position to negotiate outcomes that benefit customers.
16 The gas utility should receive some benefit when it is able to be strategic in a way
17 that goes above the status quo and brings value to our customers.

18 **Q. IN WHAT WAY DOES THE CURRENT GSIP FAIL TO PROVIDE SUCH**
19 **INCENTIVES IN THE MOST EFFECTIVE WAY POSSIBLE?**

20 A. The main weakness in the existing GSIP is that it utilizes an arbitrary benchmark
21 that removes incentives when gas prices are below \$4.00 per mcf or above \$8.99
22 per mcf. In fact, it is this flaw that has led, in part, to the infrequent awards of
23 GSIP incentives that Staff has cited in questioning whether the GSIP has been

1 effective and benefited customers. Excluding any sharing of benefits simply
2 because the price of gas is relatively low or high compared to some historical
3 level does not make sense, since a dollar saved is a dollar saved regardless of the
4 level of gas prices. A dollar saved in gas cost has the same impact as a dollar
5 saved in distribution cost, a factor that should lead Staff to be as aggressive in
6 providing gas saving incentives as it is in seeking to lower distribution rates. In
7 short, the incentive should apply in any perceived market environment. The
8 Company's inability to earn a GSIP reward has been driven by the arbitrary \$4.00
9 pricing tier limit, because the shale revolution has caused gas prices to be
10 persistently below the \$4.00 threshold. This has removed any meaningful
11 incentive for the Company to perform better than expected and the appropriate
12 course of action is to fix it, not simply eliminate the GSIP.

13 **Q. WHAT ABOUT STAFF'S CONCERN THAT THERE IS TOO MUCH**
14 **UNCERTAINTY REGARDING THE COMPANY'S FUTURE GAS**
15 **SUPPLY PORTFOLIO TO CONTINUE THE GSIP?**

16 A. I do not believe Staff's concern regarding any possible uncertainty surrounding
17 LAC's gas supply portfolio and the locations from which LAC will purchase gas
18 supplies in the near future is a valid reason for discontinuing the GSIP. If there is
19 indeed a dramatic shift in the Company's gas supply portfolio, the Company
20 would work with Staff and other parties to revise the GSIP benchmark and the
21 Company would have no objection to the Commission making this a condition for
22 its approval of the GSIP recommendations made by the Company in these cases.
23 We would also be willing to further address Staff's concerns that the GSIP does

1 not take any pipeline transportation cost into consideration in determining
2 whether LAC should receive an incentive in a way that goes beyond our current
3 proposal to partially address pipeline transportation costs through our pipeline
4 discount proposal. Staff's issue, however, would be better addressed in a more
5 holistic review process that looks at all potential options after the conclusion of
6 this rate case. In summary, the Company believes the arbitrary \$4.00 floor should
7 be removed from the GSIP, and the Company seeks to work with Staff, OPC and
8 other interested stakeholders outside the context of these rate cases to modernize
9 and update the GSIP.

10 **F. OFF SYSTEM SALES**

11 **Q. WHAT IS YOUR UNDERSTANDING OF STAFF'S POSITION RELATED**
12 **TO OFF-SYSTEM SALES AND CAPACITY RELEASE ("OSS/CR")?**

13 A. Staff is not opposed to continuing the OSS/CR program, nor to converting from
14 tiered sharing levels to a flat 75% for customers and 25% for the Company, as
15 Laclede has proposed. The flat 75/25 ratio is in line with LAC's and MGE's
16 OSS/CR effective sharing percentages for several years, and it is easier for the
17 Company to administer. However, Staff recommends the customers' share of
18 OSS/CR should remain distinct to each utility and not combined. Staff notes that
19 LAC and MGE have different gas supply portfolios and PGA/ACA rates, and
20 therefore recommends that customer credits be based on each utility's
21 performance (Crowe, Class Report p. 43-45).

22 **Q. WHAT IS THE COMPANY'S POSITION ON THE STAFF PROPOSAL?**

23 A. The Company agrees with Staff's conditions.

1 **G. ENERGY EFFICIENCY AND LOW-INCOME PROGRAMS**

2 **Q. STAFF WITNESS JARROD J. ROBERSTON AND CURT B. GATELEY**
3 **RAISED A NUMBER OF ISSUES RELATING TO LAC’S LOW-INCOME**
4 **ENERGY AFFORDABILITY PROGRAM AND MGE’S TEMPORARY**
5 **LOW INCOME ENERGY AFFORDABILITY PROGRAMS (CLASS**
6 **REPORT, P. 50-51). DO YOU HAVE ANY COMMENT?**

7 A. Yes. The Company wanted to make sure Staff is aware of LACs current tariff
8 sheet R-53, Low-Income Energy Affordability Program. R-53 supersedes R-49,
9 Low-Income Energy Affordability Program. As such, we will reserve any
10 comments until surrebuttal, if necessary, pending their review of this material.
11 The Company will work with Staff to remove superseded tariffs to avoid
12 confusion.

13 **Q. WHAT DOES PAGE 50 OF STAFF’S CLASS COST OF SERVICE**
14 **REPORT, LINE 16 & 17, STATE?**

15 A. In its Report, Staff notes that the Company’s proposed tariff has decreased
16 funding from \$400,000 to \$300, but goes on to state its belief that this amount
17 was intended to be \$300,000, not \$300.

18 **Q. HOW DOES THE COMPANY RESPOND TO THIS STATEMENT?**

19 A. Staff is correct. To be internally consistent and reflect our intent, the second page
20 of the tariff for the low-income affordability program should have used the figure
21 \$300,000 and this error has been communicated to the Staff and other parties.

22 LAC has not proposed a decrease to the ARP.

1 **Q. At PAGE 50, Lines 24-26, OF THE CLASS COST OF SERVICE REPORT,**
2 **STAFF STATES THAT THE PROPOSED TARIFF FAILS TO SPECIFY**
3 **HOW A COMMUNITY ACTION AGENCY (“CAA”) WOULD**
4 **DETERMINE ELIGIBILITY FOR THE REVISED PROGRAM. DO YOU**
5 **AGREE?**

6 A. The tariff does have language that addresses how eligibility is determined. For
7 example, it provides that all households enrolling in the Program will be required
8 to register with a CAA, apply for any energy assistance funds for which they
9 might be eligible, and review and agree to implement cost-free, self-help energy
10 conservation measures identified by the CAA. It also provides that the CAA may
11 use household registration from other assistance programs to determine eligibility
12 for the Program and will make an effort to identify eligible participants who,
13 because of their payment history or other factors, have a greater opportunity to
14 successfully complete the program. What Staff may be referring to is that the
15 provisions relating to the Fixed Charge Assistance Program do not, like the
16 provisions applicable to the Arrearage Repayment Program, include language
17 stating that the form is available to households with incomes ranging from 0% to
18 185% of the Federal Poverty Level. We have made a change to clarify that this
19 eligibility requirement is applicable to both programs.

20 **Q. WHAT IS YOUR UNDERSTANDING OF STAFF’S POSITION RELATED**
21 **TO MGE’S TEMPORARY LOW-INCOME ENERGY AFFORDABILITY**
22 **PROGRAM?**

1 In its Report, the Staff states that this MGE program is available to customers
2 with incomes at 185% of the Federal Poverty Level or less, is currently funded at
3 \$400,000, and is to be discontinued in the Company's proposed tariff. Instead,
4 Staff notes that MGE customers would be offered the ARP listed above, with
5 funding reduced to \$250,000 (Class report p.50).

6 **Q. DO YOU HAVE A RESPONSE TO STAFF'S COMMENTS?**

7 A. Yes. I just want to make sure everyone understands that MGE's Temporary Low-
8 Income Energy Affordability Program has not been available to customers since
9 2014, and MGE does not currently have a Low-Income program. However, the
10 Company is proposing to expand LAC's Low-Income programs to MGE
11 customers. The Company is proposing funding of \$500,000 for Low-Income
12 programs for MGE inclusive of \$250,000 for fixed charge assistance and
13 \$250,000 for the arrearage management program. This program will be able to
14 help MGE customers whose incomes are at or below 185% of the federal poverty
15 level.

16 **Q. DO YOU HAVE ANY COMMENTS ON THE POSITION OF THE**
17 **DIVISION OF ENERGY WITNESS KOHL?**

18 A. Yes. We are appreciative of Ms. Kohl's support of our Low-Income Energy
19 Affordability Program and Red-Tag Repair Program. However, we have
20 concerns on page 6 of her testimony over a requirement that furnace replacements
21 be made only with furnaces that are at least 90 percent energy-efficient. Installing
22 a high efficiency furnace is certainly a good idea, and one that could be
23 accomplished through weatherization or other energy efficiency programs, and

1 could even be accomplished within the red tag repair program. However, we
2 believe that, as a requirement, it is out of reach for the red tag repair program. At
3 its heart, “Red Tag” is a relatively modest program intended to address the needs
4 of income qualified customers who have marshalled enough funds to qualify for
5 service restoration, often during the Cold Weather Rule period, but cannot receive
6 that service because of faulty equipment. The original idea was for LAC and
7 MGE to advance up to \$450 to assist the customer in paying for repairs necessary
8 to eliminate the cause for the red tag and have heating service restored. As the
9 program progressed, we began to encounter situations in which the repair needs
10 were so extensive that it required complete replacement of the furnace. In such
11 cases, the need may still be immediate, but the cost is greater. We have asked for
12 the limit to be increased to \$1,000 to allow for more expensive repairs and, where
13 necessary, to contribute to a replacement. Requiring the purchase of a high
14 efficiency furnace is likely to be beyond the available funds per customer from
15 this modest program, and could be counterproductive by preventing the customer
16 from being able to amass the funds needed to restore heat. We also fear that even
17 with any available matching funds from local agencies, it would limit the number
18 of customers we could help who are struggling to just meet their basic needs

19 **IV. TARIFF UPDATES**

20 **Q. COULD YOU BRIEFLY DISCUSS REVISIONS THE COMPANY IS**
21 **PROPOSING TO MAKE TO THE TARIFFS IT FILED WITH THESE**
22 **CASES IN RESPONSE TO INPUT RECEIVED FROM THE PARTIES?**

1 A. Yes. As shown by Schedule SAW-R1, we are proposing to substitute a number of
2 revised tariffs to reflect input we received from various parties and to correct or
3 clarify a number of items. By doing so, it is our intention to provide the other
4 parties with additional time to review these changes rather than simply filing them
5 as compliance tariffs at the end of this case.

6 **Q. PLEASE DESCRIBE THE CHANGES REFLECTED ON SCHEDULE**
7 **SAW-R1.**

8 A. The first includes new tariff language to govern the installation and pricing of
9 excess flow valves, as discussed above. This language is set forth on Tariff Sheet
10 Nos. GTC R32, R33 for MGE and 31A for LAC. The second is a reinsertion of
11 Tariff Sheet Nos. R-61 to R-70 relating to master meter arrangements, and the
12 sale of gas to a customer that is located outside of our service territory but that
13 cannot be practically served by another utility (Sheet Nos 83-92). Based on
14 comments received from the Commission Staff we determined that there was still
15 a need to have these tariff provisions in place. The third reflects a correction to
16 the tariff provisions for our proposed low-income affordability program budget,
17 also discussed above.

18

19 **V. NATURAL GAS ENERGY EFFICIENCY COLLABORATIVES**

20 **Q. HOW DOES THE COMPANY RESPOND TO STAFF'S COMMENTS**
21 **RELATING TO THE STRUCTURE AND OPERATION OF THE**
22 **ENERGY EFFICIENCY COLLABORATIVES?**

1 A. For the Company’s response, please see page 7 of the rebuttal testimony of
2 Company witness Shaylyn Dean filed on behalf of the Company for cost of
3 service.

4 **VI. RSM TARIFF**

5 **Q. HAVE ANY OF THE PARTIES IN THESE CASES COMMENTED ON**
6 **THE COMPANY’S RSM AND RATE DESIGN PROPOSALS?**

7 A. Yes, National Housing Trust (“NHT”) witness Annika Lynn Brink and Missouri
8 Department of Economic Development – Division of Energy witness Martin
9 Hyman both submitted comments on the Company’s RSM.

10 **Q. PLEASE DESCRIBE THE COMMENTS SUBMITTED BY NHT WITNESS**
11 **BRINK¹ ON THE COMPANY’S RSM. DO YOU HAVE ANY**
12 **COMMENT?**

13 A. Yes, NHT witness Brink submitted comments describing the benefits of
14 decoupling energy sales from company revenues. In particular, she explains that
15 an RSM aligns the interests of both customers and the company regarding
16 conservation and energy efficiency by removing the disincentive for the company
17 to engage in energy efficiency.

18 **Q. PLEASE DESCRIBE NHT WITNESS BRINK’S COMMENTS ON**
19 **CUSTOMER CHARGES. DO YOU HAVE ANY COMMENT?**

20 A. NHT witness Brink explains that reducing fixed charges, and placing more weight
21 on usage charges incentivizes energy conservation and mitigates adverse impacts
22 that result from increased fixed charges on low income customers. Witness Brink
23 supports and applauds the Company’s RSM and fixed charge proposal as

¹ Brink Direct, Pg 9

1 “lowered customer charges would make it easier for customers to impact their
2 total bills through installing measures that save energy in their homes.”² The
3 Company appreciates NHT’s support for the RSM and acknowledges the
4 corresponding emphasis on Energy Efficiency (“EE”) programs. The RSM
5 permits the Company to support EE programs and conservation without being
6 financially penalized for its efforts. As indicated by NHT, support for an RSM
7 mechanism would allow the Company to both enhance EE programs and lower
8 fixed customer charges. We view this as a win for customers, while not being a
9 loss for the Company.

10 **Q. PLEASE DESCRIBE DIVISION OF ENERGY WITNESS HYMAN’S**
11 **COMMENTS REGARDING THE COMPANY’S PROPOSED RSM³.**

12 A. Division of Energy witness Hyman offers conditional support (non-opposition)
13 for an RSM. It is clear from witness Hyman’s testimony that he acknowledges
14 that an RSM would remove the disincentive for the Companies to pursue cost-
15 effective energy efficiency and conservation measures.

16 **Q. DID ANY PARTIES RAISE CONCERNS REGARDING HOW THE RSM**
17 **BEING PROPOSED BY THE COMPANY IN THESE CASES WOULD**
18 **WORK?**

19 A. No. Other than the positive statements by NHT and Division of Energy, no other
20 party addressed either the merits of the RSM or the technical manner in which it
21 would operate. Accordingly, I will simply reserve my right to respond in

² Brink Direct, Pg 5
³Hyman Direct, Pg 7

1 surrebuttal testimony should such issues be raised in the rate design rebuttal
2 testimony of other parties.

3 Q. **DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?**

4 A. Yes, it does.

Prepared: October 20, 2017

**LACLEDE GAS COMPANY
MISSOURI GAS ENERGY**

**GR-2017-0215
GR-2017-0216**

SCHEDULE SAW-R1

October 2017

Laclede Gas Company

For: All Missouri Gas Energy Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

3.14 MAINTENANCE OF CUSTOMER-OWNED SERVICE LINES AND YARD LINES:
Company or Company-authorized personnel shall perform, at Company's expense, all maintenance of customer-owned service lines and yard lines, when the need for such becomes apparent to Company. If a customer-owned service/yard line is in need of repair, or, if it has been declared to be a potential safety hazard by Company, Company may, at its option, replace the line instead of repairing it. If it is necessary to replace the service/yard line, Customer shall be deemed to have granted Company an easement for such line unless customer requests termination of service. This replacement shall be done in accordance with Section 3.15, herein.

Company shall not assume any ownership responsibility based only upon maintenance activities being performed.

3.15 PROPERTY OF THE COMPANY: All facilities furnished and installed by Company on the premises of customer for the supplying of gas service to customer shall be and remain the exclusive property of Company. All Company-owned facilities on the premises of customer shall be operated and maintained by and at the expense of Company, may be replaced by Company at any time, and may be removed by Company upon termination of customer's service agreement or upon discontinuance by Company of gas service to customer for any reason.

3.16 EXCESS FLOW VALVES (EFV): To comply with United States Department of Transportation Regulation 49 CFR Part 192.383, the Company will install an EFV for certain new or replaced eligible gas service lines*, at no cost to the customer. These include:

- Single family residences
- Multi-family residences, and
- Small commercial entities consuming natural gas volumes not exceeding 1,000 Standard Cubic Feet per Hour

In addition, a customer may request an EFV be installed on an existing service line at their own expense, based upon suitable payment arrangements agreed to by the Company. If the service line is eligible* for EFV installation, the Company will install the EFV on a mutually agreed date at a cost as set forth below:

Installation costs of an EFV on an eligible service line* for
an existing customer when service is not being replaced Time and material

*Eligibility to install an EFV device will depend upon operating conditions in effect for the service, such as the inlet pressure, which may not allow the EFV to operate effectively.

DATE OF ISSUE February 6 2018
month day year

DATE EFFECTIVE March 08 2018
month day year

ISSUED BY C. Eric Lobser

VP- Regulatory and Governmental Affairs
Laclede Gas Company, St. Louis, MO 63101

Laclede Gas Company

For: All Missouri Gas Energy Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

3.17 COMPANY AND CUSTOMER EQUIPMENT:

Company may refuse or discontinue service if an inspection or test reveals leakage, escape or loss of gas on customer's premises.

The Company does not own, nor is it responsible for the repair or maintenance of any piping, vents, or gas utilization equipment on the downstream side of the gas meter, its related appurtenances and piping. All piping, vents or gas utilization equipment furnished by the owner/customer of the premises being served shall be suitable for the purposes hereof and the owner/customer of the premises shall be responsible for the repair and maintenance of such at all times in accordance with accepted practice and in conformity with requirements of public health and safety, as set forth by the properly constituted authorities and by the Company. As with any fixture or appurtenance within premises, piping, vents or gas utilization equipment can fail, malfunction or fall into disrepair at any time and as such the owner/customer of the premises being served shall be aware of this fact. Nothing in this section shall modify the Company's obligations under 4 CSR 240-40.030(10)(J), 4 CSR 240-40.030(12)(S) and 4 CSR 240-40.030(14)(B).

The owner/customer shall be responsible at all times for the safekeeping of all Company property installed on the premises being served, and to that end shall give no one, except the Company's authorized employees, contractors or agents, access to such property.

DATE OF ISSUE February 06 2018
month day year

DATE EFFECTIVE March 08 2018
month day year

ISSUED BY C. Eric Lobser

VP- Regulatory and Governmental Affairs
Laclede Gas Company, St. Louis, MO 63101

**P.S.C. MO. No. 5 Consolidated; Fourth Revised Sheet No. 31-a
 CANCELLING P.S.C. MO. No. 5 Consolidated, Third Revised Sheet No. 31-a**

Laclede Gas Company

Name of Issuing Corporation or Municipality

For

Refer to Sheet No. 1

Community, Town or City

SCHEDULE OF RATES

METER TEST CHARGES

The charges for each test of a customer's meter when performed at the customer's request more than once in a twelve month period, unless the meter registration is proved to be inaccurate in excess of 2%, as described in Rule No. 10 of the tariff, shall be as follows:

Residential meter	\$ 75.00
Commercial and Industrial meter	\$125.00

EXCESS FLOW VALVE CHARGES

EXCESS FLOW VALVES (EFV): To comply with United States Department of Transportation Regulation 49 CFR Part 192.383, the Company will install an EFV for certain new or replaced eligible gas service lines*, at no cost to the customer. These include:

- Single family residences
- Multi-family residences, and
- Small commercial entities consuming natural gas volumes not exceeding 1,000 Standard Cubic Feet per Hour

In addition, a customer may request an EFV be installed on an existing service line at their own expense, based upon suitable payment arrangements agreed to by the Company. If the service line is eligible* for EFV installation, the Company will install the EFV on a mutually agreed date at a cost as set forth below:

<u>Installation costs of an EFV on an eligible service line* for</u>	
<u>an existing customer when service is not being replaced</u>	<u>Time and material</u>

*Eligibility to install an EFV device will depend upon operating conditions in effect for the service, such as the inlet pressure, which may not allow the EFV to operate effectively.

SERVICE INITIATION CHARGE

The charge for initiation of gas service as described in Rule No. 32 is as follows:

Service initiation charge	\$ 25.00
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Such charge shall be billed to the customer in equal installments over a four month period.

DATE OF ISSUE	February 6, 2018	DATE EFFECTIVE	March 8, 2018
	Month Day Year		Month Day Year
ISSUED BY	C. Eric Lobser, VP – Regulatory and Governmental Affairs, 700 Market, St. Louis, Mo. 63101		
	Name of Officer	Title	Address

P.S.C. MO. No. 6
Canceling P.S.C. MO. No. 1

Original
Original

SHEET No. R-61
SHEET No. R-61

Laclede Gas Company

For: All Missouri Gas Energy Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

10. MOBILE HOME SERVICE

10.01 AVAILABILITY: Natural gas service, except that which is temporary or seasonal in character, is available to mobile homes in all communities served by the Company at applicable rates under all other provisions of these General Terms and Conditions for Gas Service subject, however, to the modifications and additions set forth in this Rule 10.

DATE OF ISSUE July 21 2015
month day year

DATE EFFECTIVE September 8 2015
month day year

ISSUED BY L. Craig Dowdy Sr.VP. Ext. Affairs Corp. Communications & Marketing
Laclede Gas Company, St. Louis, MO 63101

FILED
Missouri Public
Service Commission
JG-2016-0020

Missouri Gas Energy,
a Division of Southern Union Company

For All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

10.02 GENERAL SERVICE CONDITIONS FOR MASTER METERED MOBILE HOME COURTS
INSTALLED PRIOR TO MAY 14, 1985: Gas service to mobile homes courts installed
prior to May 14, 1985, will be available to the court owner or operator at a master
meter, subject to the following conditions and/or modifications.

- (A) The court owner or operator shall save and hold harmless the Company from any and all liability for injury or damage to persons or property resulting directly or indirectly from the presence or use of natural gas within the court-owned distribution system, except such damages or injuries resulting from failure of the Company's facilities.
- (B) Except as modified in Paragraph (C) and (D) below, gas shall be supplied to individual mobile homes within a master metered court through a distribution system operated and maintained in a safe condition at the expense of the court owner or his operator. Facilities necessary for proper pressure regulation shall also be operated and maintained in a safe condition at the expense of the court owner or operator. The distribution system and related pressure regulation facilities shall conform with all applicable laws, the requirements of all governmental authorities having jurisdiction, and all requirements of the Company. The Company shall have the right to inspect such system and facilities and may discontinue service until the foregoing provisions have been complied with.
- (C) Company-owned submeters within master metered courts shall remain in place. The Company shall continue to submit bills to those persons receiving service through the submeters. In the event the master meter serves load that is not submetered, the customer will be billed for the difference between the total of the submeter readings and the master meter reading. The master meter and the submeters shall be read on the same day.

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DATE OF ISSUE January 10 1994 DATE EFFECTIVE February 1 1994
month day year month day year

ISSUED BY F. Jay Cummings Vice President, Rates and Regulatory Affairs

Missouri Gas Energy,
a Division of Southern Union Company

For All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

- (D) The court owner or operator shall provide and at all times maintain, at the place specified by the Company, suitable meter set piping and space for the meter and regulator installation, with such location readily accessible for reading, inspection, and testing at all times. The cost related to any change in the meter set location shall be the responsibility of the court owner or operator. Any work associated with the provision of suitable meter set piping or changes thereto must be performed by the Company or Company's agent or other individuals that have been prequalified by the Company. The estimated cost therefore is paid in advance by the court owner or his operator.
- (E) The Company may assume ownership and if necessary upgrade or repipe mobile home court distribution systems when such is requested by the Court owner or operator or required by the provisions of Section 10.05 of this Rule. Repiping requested or required shall be performed pursuant to the applicable extension provisions of Section 10.04 of this Rule.
- (F) When service to individual mobile homes is to be supplied by the Company pursuant to the provisions of Paragraphs (D), or (E), of this Section, such service shall be subject to the provisions of Paragraphs (B), (C), and (D) of Section 10.03 of this Rule.
- (G) The existence of company-owned submeters, pursuant to the provisions of Paragraphs (C) and (D) of this Section, shall not affect the application of the provisions of Paragraph (A) of this Section, with regard to court-owned piping between the outlet of the master meter and the inlet of the submeters.

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ISSUED BY F. Jay Cummings Vice President, Rates and Regulatory Affairs

P.S.C.MO. No. 1

Original

SHEET No. R-64

Missouri Gas Energy,
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For All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

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GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

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10.03 GENERAL SERVICE CONDITIONS FOR MOBILE HOME COURTS INSTALLED AFTER MAY 14, 1985, AND FOR INDIVIDUAL MOBILE HOMES LOCATED ON CITY OR SUBURBAN LOTS:

- (A) Gas service will be provided by the Company to individual mobile homes located on city or suburban lots or in mobile home courts through distribution facilities owned, installed, operated, and maintained by and at the expense of the Company in the same manner as service is provided to conventional establishments, except as provided for in Section 10.04 of this Rule.
- (B) When service to individual mobile homes is to be supplied by the Company, such service shall be subject to the execution of the Company's standard application or contract by the customer at each metered location.
- (C) Service will be billed at each metered location under the Company's applicable tariffs, including the minimum bill provisions thereof, and payment of such billings shall be the responsibility of the applicant for service at the respective metered locations.
- (D) Where service at a mobile home site is provided to and in the name of the court owner or his operator for use by the occupant of the mobile home site, the court owner or his operator shall collect no more from such occupant than the amount of the Company's billing for gas delivered to such metered location. Violation of this condition shall subject the court owner or operator to discontinuance of service.

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month day year month day year

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Missouri Gas Energy,
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For All Missouri Service Areas 1994

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

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10.04 MOBILE HOME EXTENSION RULES: When extensions of Company facilities including extensions for repiping mobile home court distribution systems not owned by the Company, are necessary pursuant to the provisions of this Rule, such extensions shall be performed pursuant to the following conditions.

- (A) Extension allowances, deposit requirements, and deposit refunds for conventional establishments connected to main extensions necessary pursuant to the provisions of this Rule shall be determined pursuant to the applicable provisions of Rule 9 of these General Terms and Conditions for Gas Service.
- (B) All main and service line extension contracts for mobile homes, for refund purposes, shall be reviewed annually on the anniversary date of the installation of the extension. The aggregate refunds made under any mobile home contract shall never exceed the amount of the original advance for construction.
- (C) After the Company performs repiping of a mobile home court requested or required pursuant to the provisions of this Rule, all mains, service lines, regulators, meters, and/or other related appurtenances required for the repiping shall be owned, installed, operated and maintained by and at the expense of the Company, except as provided for in Paragraphs (E) and (F) below.
- (D) It is agreed as a condition of service that the Company has been granted a blanket easement to install and maintain all gas facilities. The Company shall not in any case be required to obtain private right-of-way and/or easements for the purpose of making extensions of gas mains, service lines, or other facilities to any individual mobile home or within any mobile home court, or for the purpose of repiping a mobile home court pursuant to the provisions of this Rule. All necessary right-of-way and/or easements, within any mobile home court, shall be furnished by the owner without cost to the Company.

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DATE OF ISSUE January 10 1994 DATE EFFECTIVE February 1 1994
month day year month day year

ISSUED BY F. Jay Cummings Vice President, Rates and Regulatory Affairs

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Missouri Gas Energy,
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For All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

JAN 7 1994

(E) The following special conditions shall be applicable to main extensions:

(1) For the purposes contained herein main extension costs will consist of the following three segments, with the sum of the three segments equaling the total cost of the main extension.

- (a) The cost of installing up to seventy-five (75) feet of main for each occupied pad under ideal conditions (no rock, paving, drives, or other obstructions);
- (b) The cost in excess of installing up to seventy-five (75) feet of main for each occupied pad under ideal conditions (no rock, paving, drives, or other obstructions); and
- (c) The cost of installing in excess of seventy-five (75) feet of main for each occupied pad.

Included in such cost shall be the Company's cost of labor, overheads and material. For purposes of these rules, overheads shall include administrative and general salaries, payroll taxes and insurance, pensions, and other employee benefits, and stores issuance expenses. Labor related overheads are transferred to construction based on the percentage relationship that construction payroll bears to total payroll while stores overheads are transferred to construction based on the percentage relationship that stores expense bears to the total cost of material. A copy of the Company's estimate showing the costs of labor, overheads and material required to perform the work hereunder shall be furnished to the customer upon request prior to construction.

(2) For individual mobile homes located either on city or suburban lots or in mobile home courts, extensions will be made with the mobile home or mobile home court owner paying segments (b) and (c) as advances for construction, with such advances being subject to the following refund provisions:

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ISSUED BY _____ Vice President, Rates and Regulatory Affairs

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For All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

JAN 1 1994

a) The Company shall refund to the mobile home or mobile home court owner an amount equal to the cost of seventy-five (75) feet of main extension installed under ideal conditions for each additional company installed mobile home service line connected directly to such extension; (b) Extension contracts for individual mobile homes and mobile home courts shall terminate five (5) years from the date of installation; and (c) at the end of this (5) year period any unrefunded portion of such advances shall be credited to the appropriate plant account(s), as mandated by the Uniform System of Accounts.

MO. PUBLIC SERVICE COM.

(F) The following special conditions shall be applicable to service line extensions:

(1) For the purposes contained herein, service line extension costs will consist of the following three segments, with the sum of the three segments equaling the total cost of the service line extension.

- (a) The cost of installing up to sixty (60) feet of service line under ideal conditions (no rock, paving, drives, or other obstructions);
- (b) The cost in excess of installing up to sixty (60) feet of service line under ideal conditions (no rock, paving, drives, or other obstructions); and
- (c) The cost of installing in excess of sixty (60) feet of service line.

Included in such cost shall be the Company's cost of labor, overheads and material. For purposes of these rules, overheads shall include administrative and general salaries, payroll taxes and insurance, pensions and other employee benefits, and stores issuance expenses. Labor related overheads are transferred to construction based on the percentage relationship that construction payroll bears to total payroll while stores overheads are transferred to construction based on the percentage relationship that stores expense bears to the total cost of material. A copy of the Company's estimate showing the costs of labor, overheads and material required to perform the work hereunder shall be furnished to the customer upon request prior to construction.

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For All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

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10.04 (2) Extensions to occupied pads will be made with the mobile home or mobile home court owner paying segments (b) and (c), as advances for construction. Such advances shall be credited to the appropriate plant account(s), as mandated by the Uniform System of Accounts.

(3) Extensions to unoccupied pads will be made with the mobile home or mobile home court owner paying segments (a), (b), and (c) as advances for construction, with segment (a) costs subject to refund after the pads are occupied for a period of one year. Segments (b) and (c) advances shall be credited to the appropriate plant account(s), as mandated by the Uniform System of Accounts.

10.05 SPECIAL CONDITIONS PERTAINING TO LEAK SURVEYS AND REPIPING OF MOBILE HOME COURT DISTRIBUTION SYSTEMS OWNED BY OTHERS:

(A) The Company shall conduct leakage surveys in all mobile home court natural gas distribution systems (systems) in its certificated areas in accordance with state and federal pipeline safety regulations.

(B) All system leaks discovered during leak surveys conducted pursuant to the provisions of this Section shall be classified, and rechecked according to the provisions of applicable Commission rules, by the Company or Company's agent. All existing and/or potential safety hazards discovered on privately owned facilities during these leak surveys shall also be repaired by the Company or Company's agent and at the expense of the owner or operator. The court owner and/or operator shall be notified by the Company, in writing, of the results of all leak surveys conducted. This notification shall indicate what costs will be incurred to correct any safety problems discovered, the time frame in which the actions are to be completed, and the court owner and/or operator's obligation to pay such cost as a condition to continued service. Should the Company or Company's agent discover conditions that are an immediate hazard to public safety, repairs may be made before the court owner and/or operator is notified. Such lack of notification shall not excuse the court owner and/or operator from the obligation to pay the cost of the repairs.

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DATE OF ISSUE January 10 1994 DATE EFFECTIVE February 1 1994
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Missouri Gas Energy,
a Division of Southern Union Company

For All Missouri Service Areas

GENERAL TERMS AND CONDITIONS FOR GAS SERVICE

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- (C) Failure on the part of a court owner or operator to allow the company to repair hazardous conditions shall result in the discontinuance of service to that system, until such time as the conditions are corrected. Prior to such discontinuance, notification shall be given to the owner or operator of the affected court, the staff of the Public Service Commission, the Office of the Public Counsel, and all end users of the gas in the affected court. Service reconnection necessary due to the discontinuance provisions of this Paragraph shall be conducted by the Company, with the system's owner or operator being charged a fee as stated in Rule 14 of these General Terms and Conditions for Gas Service for each mobile home to be reconnected.
- (D) Systems pursuant to the provisions of this Section may be purchased by the Company, or may remain in operation as a master metered system subject to the provisions of this and other applicable General Terms and Conditions for Gas Service on file with the Commission.
- (E) If the owner or operator of a system which the Commission or Company determines requires repiping pursuant to the provisions of this Section refuses to allow such, the Company shall discontinue service to the system, until such time as the system is repiped. Prior to such discontinuance, notification shall be given to the owner or operator of the affected court, the staff of the Public Service Commission, the Office of the Public Counsel, and all end users of the gas in the affected court.

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DATE OF ISSUE January 10 1994 DATE EFFECTIVE February 1 1994
month day year month day year

ISSUED BY F. Jay Cummings Vice President, Rates and Regulatory Affairs

Laclede Gas Company

For: All Missouri Gas Energy Service Areas

INTRASTATE TRANSPORTATION SERVICE
ITS

AVAILABLE:

At points on the Company's existing gas distribution system. However, service under this schedule ITS shall be limited only to those customers who have executed a transportation contract prior to October 15, 1993.

APPLICABLE:

To natural gas transportation service supplied at one point of delivery for resale outside of the Company's certificated area to municipal gas systems.

Upon election by the customer and acceptance by the Company, customer will furnish Company all supply contracts verifying the adequacy of all customer peak day and annual Ccf volume requirements. The customer also agrees to utilize firm transportation service for delivery of gas quantities to the Company.

NET MONTHLY BILL:

Rate:

Fixed Monthly Charge:

\$904.56 per month

Volumetric Delivery Charge:

The charges to be billed for this service shall be agreed to in advance by the Company and the customer and shall be set forth in a separate contract approved by this Commission.

DATE OF ISSUE April 24 2014 DATE EFFECTIVE May 24 2014
month day year month day year

ISSUED BY: L. Craig Dowdy, Sr. VP, Ext. Affairs, Corp. Communications & Marketing
Laclede Gas Company, St. Louis, MO. 63101

Missouri Gas Energy
a Division of Southern Union Company

For All Missouri Service Areas

Intrastate Transportation Service
ITS

JAN 7 1994

DELIVERY POINTS:

(NO. PUBLIC SERVICE COMMISSION)

The customer will provide for the delivery of volumes of natural gas to be transported to a mutually agreeable location on the Company's system which serves the customer's premises, and the Company will deliver such thermally equivalent volumes of gas, less any retainages, to the outlet side of the Company's meters at customer's premises. The gas retained by the Company shall be 2% of the volume delivered to the Company for transportation to the customer as compensation for Company's lost and unaccounted for and Company use gas. Gas transported hereunder will be delivered to the Company in the state in which it will ultimately be consumed.

NOMINATIONS:

Prior to the commencement of deliveries of gas hereunder, the customer shall notify the Company of its daily nomination of volumes to be transported. Thereafter, at least five working days prior to the beginning of each month, the customer shall notify the Company in writing of its daily nomination of volumes to be transported in the subsequent month. Should the customer's daily requirement for transportation volumes change, the customer shall notify the Company of its new nomination level 24 hours prior to making any such change.

DEFINITION OF GAS DAY:

The Company's gas day is defined as the 24 hour period beginning at 7:00 A.M. Daily gas deliveries to customers served under the Intrastate Transportation Service rate tariff will be determined using the gas day time frame.

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DATE OF ISSUE January 7 1994 DATE EFFECTIVE February 1 1994
month day year month day year

ISSUED BY F. Jay Cummings Vice President, Rates and Regulatory Affairs

Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

INTRASTATE TRANSPORTATION SERVICE Missouri Public
ITS Service Commission

REC'D AUG 28 1998

QUALITY AND PRESSURE OF GAS DELIVERED FOR TRANSPORTATION:

1. The gas delivered by a producer, supplier or pipeline to the Company for transportation to the customer shall at all times be merchantable gas of a quality otherwise required for the system of the Company to which the gas is being delivered. Such gas shall be free from any foreign materials such as dirt, dust, gums, iron particles, water, entrained liquids, and other impurities which might render it unmerchantable or interfere with the proper operation of pipelines, meters, regulators or other facilities through which it flows or is used. Additionally, it shall conform to the following specifications:
 - a. The gas shall not contain more than one (1) grain of hydrogen sulfide per one hundred (100) cubic feet nor more than twenty (20) grains of total sulfur per hundred (100) cubic feet;
 - b. The temperature of the gas shall not exceed 70 degrees Fahrenheit;
 - c. The gas shall not contain more than seven (7) pounds of water vapor per 10,000 Ccf;
 - d. The gas shall not contain more than two percent (2%) by volume carbon dioxide nor more than one percent (1%) by volume oxygen;
 - e. The delivery pressure shall be sufficient to permit entry of the gas into the distribution system of the Company; and

Missouri Public
Service Commission

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DATE OF ISSUE August 28 1998
month day year

DATE EFFECTIVE September 27 1998
month day year
SEP 02 1998

ISSUED BY: Charles B. Hernandez Director, Pricing and Regulatory Affairs
Missouri Gas Energy, Kansas City, MO. 64111

Missouri Gas Energy,
a Division of Southern Union Company For All Missouri Service Areas

Intrastate Transportation Service
ITS

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- f. The BTU content of the customer's gas as may be received by the Company from an existing supply source connected to the Company shall be no less than that normally provided or currently flowing from such source nor shall it be less than as provided for in an existing Company system supply contract from such source.
- 2. The Company shall have the right to refuse to accept for transportation any gas not meeting its requirements for gas quality herein described.
- 3. If the customer contracts for the purchase of gas from a producer or pipeline who is not currently delivering gas to the Company and such gas is to be delivered directly into Company facilities, the customer will bear all expense connected with the determination of the quality of gas being delivered. However, the Company's obligation to transport such gas is also contingent upon the execution of an agreement between the Company and such producer or pipeline which the Company shall not unreasonably withhold setting forth the terms of interconnection, quality standards, and the respective rights of the Company and such producer or pipeline in connection with deliveries of such gas.
- 4. Acceptance by the Company of any gas not meeting the applicable quality requirements shall not obligate the Company to continue such receipts, nor shall it remove the customer's obligation to deliver gas meeting the specifications set forth in this schedule.

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DATE OF ISSUE January 7 1994 DATE EFFECTIVE February 1 1994
month day year month day year

ISSUED BY F. Jay Cummings Vice President, Rates and Regulatory Affairs

Missouri Gas Energy,
a Division of Southern Union Company

For All Missouri Service Areas

Intrastate Transportation Service
ITS

JAN 7 1994

QUALITY AND PRESSURE OF GAS DELIVERED FOR TRANSPORTATION (continued)

- 5. The heat content of the gas delivered to the customer by the Company shall be the heat content available in its system at the particular point of delivery at the time of delivery. It is recognized that the heat content at the various delivery points will vary from point to point and from time to time and nothing herein contained shall be construed as obligating the Company to alter the usual operation of its facilities to achieve deliveries of a prescribed heating value at any point or points.
- 6. Delivery pressures to customers shall be mutually agreed upon from time to time and shall take into account system capacity, customer requirements, and other pertinent factors.

THERMAL BALANCING:

All volumes of natural gas transported hereunder shall be thermally balanced with respect to the gas tendered for transportation to the Company and the gas delivered to the customer.

- 1. Each billing period, the Company will estimate the heat content, in MMBTU, of the gas tendered for transportation as follows:

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DATE OF ISSUE January 7 1994 DATE EFFECTIVE February 1 1994
month day year month day year

ISSUED BY F. Jay Cummings Vice President, Rates and Regulatory Affairs

Missouri Gas Energy,
a Division of Southern Union Company For All Missouri Service Areas JAN 1994

Intrastate Transportation Service
ITS

- a. For transportation gas received into one of the Company's distribution systems, the heat content of the gas tendered shall be the average heat content stated in BTU per cubic foot of all gas received from such source into the distribution system serving the customer for the billing period multiplied by the volumes of gas received. In determining the BTU content of all such gas, the Company may, at its option, rely on its own measurement records or on the BTU measurements as reported by the third party gas supply source. If there is no BTU measurement available, or if the method of determining the heat content is unacceptable to the customer, then the customer will be required to compensate the Company for all costs incurred in determining the heat content of the gas tendered for transportation.
- b. If additional BTU measurement is required to determine the heat content of gas tendered for transportation hereunder, the Company shall determine the type and location of such measurement equipment and cause the same to be installed at the customer's sole expense. For measurement devices requiring periodic or continuous sampling of the gas, the customer shall pay the Company a monthly charge reasonably calculated to reimburse the Company for its operating expenses related to such sampling as well as other expenses incurred to measure and account for the BTU content of the gas.

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ISSUED BY F. Jay Cummings Vice President, Rates and Regulatory Affairs

Missouri Gas Energy,
a Division of Southern Union Company For All Missouri Service Areas

Intrastate Transportation Service
ITS

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- 2. The heat content of the natural gas delivered to the customer hereunder shall be estimated for each billing period as follows:
 - a. For a distribution system which the Company currently measures or is able to otherwise determine the average heat content of natural gas stated in BTU per cubic foot, such average heat content shall be assigned to the transportation gas delivered to the customer for the period. The product of the average heat content and the volumes of gas delivered shall constitute the MMBTU's of the gas delivered to the customer. If this method of determining the heat content is unacceptable to the customer, then the customer will be required to compensate the Company for all costs incurred in determining the heat content of the gas delivered to the customer.
 - b. If additional BTU measurement is required by the Company or the customer, the Company shall determine the type and location of such measurement equipment and cause the same to be installed at the customer's sole expense. For customers requesting the installation of BTU measurement equipment hereunder, thermal balancing shall be performed on the basis of such measurement for a minimum period of twelve consecutive months following such installation.

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FEB 1 1994
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MISSOURI PUBLIC SERVICE COMMISSION

DATE OF ISSUE January 7 1994 DATE EFFECTIVE February 1 1994
month day year month day year

ISSUED BY F. Jay Cummings Vice President, Rates and Regulatory Affairs

Missouri Gas Energy,
a Division of Southern Union Company For All Missouri Service Areas

Intrastate Transportation Service
ITS

In all cases where BTU measurement devices requiring periodic or continuous sampling of the gas are to be installed, the customer shall pay the Company a monthly charge reasonably calculated to reimburse the Company for its operating expenses related to such sampling as well as other expenses incurred to measure and account for the heat content of the gas.

RESPONSIBILITY FOR TRANSPORTED GAS:

1. By accepting natural gas transported hereunder, the customer warrants the gas delivered to the Company for transport shall be free from all adverse claims, liens and encumbrances and shall indemnify and save the Company harmless from and against all suits, actions, causes of action, claims and demands, including attorneys' fees and costs, arising from or out of any adverse claims by third parties claiming ownership of or an interest in said gas, caused by the failure to provide clear title to the gas.
2. The Company shall not be responsible in any way as to any damages or claims relating to the customer's gas or the facilities of the customer or others containing such gas prior to delivery into the facilities of the Company or after redelivery to the customer.
3. By accepting natural gas transported hereunder, it is understood and agreed by the customer that ownership of transported volumes will at all times remain vested in the customer.

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DATE OF ISSUE January 7 1994 DATE EFFECTIVE February 1 1994
month day year month day year

ISSUED BY F. Jay Cummings Vice President, Rates and Regulatory Affairs

Missouri Gas Energy,
a Division of Southern Union Company

For: All Missouri Service Areas

INTRASTATE TRANSPORTATION SERVICE
ITS

STANDBY CHARGE:

If the Company's supplier implements a rate design that includes a demand billing charge, a standby charge consisting of the wholesale transportation rate times the customer peak demand will be charged.

EMERGENCY GAS SALES:

If a customer receiving service under this rate schedule fails to deliver to the Company sufficient transportation volumes to meet the customer's natural gas requirements, the Company will furnish the customer emergency sales gas. The charge for emergency sales service will be the highest cost of gas purchased during that day by the Company, including penalties if applicable, plus \$1.50 per Ccf.

All revenue received from emergency sales service that exceed the amounts the Company was charged from its suppliers shall be considered as revenue recovery in the computation of the annual ACA factor.

MINIMUM:

The higher of the above rate for zero consumption plus applicable adjustments and surcharge, or the minimum as set forth by contract.

ADJUSTMENTS AND SURCHARGES:

The rates hereunder are subject to adjustments as provided in the following schedules, when applicable:

1. Purchased Gas Cost Adjustment (PGA).
2. Tax Adjustment Schedule (TA).
3. Electronic Gas Measurement Equipment (EGM)
4. Infrastructure Replacement Surcharge (ISRS).

DATE OF ISSUE September 28, 2004
month day year

DATE EFFECTIVE October ~~28~~², 2004
month day year

ISSUED BY: Michael R. Noack

Director, Pricing and Regulatory Affairs
Missouri Gas Energy, Kansas City, MO. 64111

GR-2004-0209

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MO PSC

Laclede Gas Company

For: All Missouri Gas Energy Service Areas

INTRASTATE TRANSPORTATION SERVICE

ITS

DELAYED PAYMENT CHARGE:

1.5% will be added to the current 30-day past due balance on all bills not paid within 15 days after rendition, unless otherwise required by law or other regulation.

OTHER TERMS AND CONDITIONS:

Service hereunder is further subject to the Company's General Terms and Conditions as approved by the Missouri Public Service Commission.

DATE OF ISSUE April 24 2014 DATE EFFECTIVE May 1, 2014
month day year month day year

ISSUED BY: L. Craig Dowdy, Sr. VP, Ext. Affairs, Corp. Communications & Marketing
Laclede Gas Company, St. Louis, MO. 63101

**P.S.C. MO. No. 5 Consolidated, Original Sheet No. R-49 CANCELLING
All Previous P.S.C. Mo. No. 5 Consolidated Sheet Nos. R-1 to R-56**

Laclede Gas Company

Name of Issuing Corporation or Municipality

For

Refer to Sheet No. R-1

Community, Town or City

RULES AND REGULATIONS

36. Low-Income Energy Affordability Program

This Low-Income Energy Affordability Program (the "Program") is provided to eligible customers in the service territories of LAC and MGE under terms approved by the Commission in Case Nos. GR-2017-0215 and GR-2017-0216.

1. The Program will be jointly administered by the LAC and MGE and selected Community Action Agencies and other similar social service agencies (CAA) in the LAC and MGE service territories. Compensation to the CAA for these duties will be negotiated between the Company, Staff, Public Counsel and the CAA, but shall be no less 10% of Program Funds.
2. All households enrolling in the Program will be required to register with a CAA, apply for any energy assistance funds for which they might be eligible, and review and agree to implement cost-free, self-help energy conservation measures identified by the CAA. In addition, all applicants will be provided with basic budgeting information, as well as information about other potential sources of income such as the Earned Income Tax Credit. The CAA may use household registration from other assistance programs to determine eligibility for the Program. The CAA shall also make an effort to identify eligible participants who, because of their payment history or other factors, have a greater opportunity to successfully complete the program.
3. The Program shall be funded at a total annual level not to exceed \$600,000 for LAC and \$500,000 for MGE (of which at least 10% shall be set aside annually for each operating unit to pay for the administrative costs specified above) and shall consist of the Fixed Charge Assistance Program (FCAP) and the Arrearage Repayment Program (ARP). Such total funding level shall not be increased or decreased prior to the effective date of rates in the Company's next general rate case proceeding, provided that any amounts not spent in any annual period shall be rolled over and used to fund the Programs in the next annual period. Upon termination of the Programs, any unspent amounts shall be used to fund low-income energy assistance, low-income weatherization, or energy efficiency programs for customers who receive natural gas services from Laclede.
4. Fixed Charge Assistance Program. The FCAP shall be funded in the amount of \$300,000 annually for LAC and \$250,000 annually for MGE, minus 10% for CAA support costs, and made available to households with incomes ranging from 0% to 185% of the Federal Poverty Level (FPL). Assistance under the FCAP shall be made available to eligible customers in the form of a monthly credit of \$30 which shall be applied first to any fixed monthly charge and then second to any usage charges for service to the customer.

DATE OF ISSUE February 11, 2018
Month Day Year

DATE EFFECTIVE March 8, 2018
Month Day Year

ISSUED BY C. Eric Lobser, VP Regulatory and Governmental Affairs, 700 Market St., St. Louis, MO 63101
Name of Officer Title Address Schedule SAW-R1

**P.S.C. MO. No. 5 Consolidated, Original Sheet No. R-50 CANCELLING
All Previous P.S.C. Mo. No. 5 Consolidated Sheet Nos. R-1 to R-56**

Laclede Gas Company

Name of Issuing Corporation or Municipality

For

Refer to Sheet No. R-1

Community, Town or City

RULES AND REGULATIONS

36. Low-Income Energy Affordability Program (continued)

5. Any customer entering the FCAP who has arrearages remaining after making the initial payment required under the Cold Weather Rule, or any other payment required to maintain or obtain service, shall also be required to enroll in the Arrearage Repayment Program. Any customer who successfully participates in the FCAP shall also be eligible to participate in the Summer ARP.
6. Arrearage Repayment Program. The ARP shall be funded at the level of \$300,000 for LAC and \$250,000 for MGE annually, minus 10% for administrative costs, and made available to households with incomes ranging from 0% to 185% of the FPL.
7. LAC and MGE will work with the CAAs to provide them with information necessary to identify households with past-due accounts that may be eligible for the ARP.

DATE OF ISSUE February 11, 2018
Month Day Year

DATE EFFECTIVE March 8, 2018
Month Day Year

ISSUED BY C. Eric Lobser, VP Regulatory and Governmental Affairs, 700 Market St., St. Louis, MO 63101
Name of Officer Title Address

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

In the Matter of Laclede Gas Company's)
Request to Increase its Revenues for Gas) File No. GR-2017-0215
Service)

In the Matter of Laclede Gas Company)
d/b/a Missouri Gas Energy's Request to) File No. GR-2017-0216
Increase its Revenues for Gas Service)

A F F I D A V I T

STATE OF MISSOURI)
CITY OF ST. LOUIS) SS.

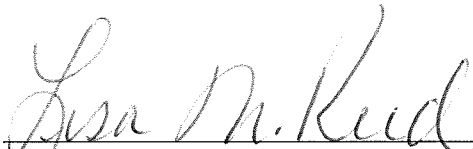
Scott A. Weitzel, of lawful age, being first duly sworn, deposes and states:

1. My name is Scott A. Weitzel. I am Manager, Tariffs and Rate Administration for Laclede Gas Company. My business address is 700 Market St., St Louis, Missouri, 63101.
2. Attached hereto and made a part hereof for all purposes is my rebuttal testimony on tariffs and rate design on behalf of Laclede Gas Company and MGE.
3. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct to the best of my knowledge and belief.



Scott A. Weitzel

Subscribed and sworn to before me this 20th day of October 2017.



Notary Public

