

**P.S.C. MO. No. 5 Consolidated, Original Sheet No. R-44
CANCELLING All Previous Schedules**

Laclede Gas Company
Name of Issuing Corporation or Municipality

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

RULES AND REGULATIONS

34. Weatherization Program

Description and Availability: In accord with this tariff, and pursuant to the terms and conditions of stipulations and agreements filed and approved in Rate Case No. GR-2001-629, the Company will provide \$300,000 annually (the program funds) for a residential weatherization program, including energy education, for lower income customers. The program will allocate the entirety of this annual amount to social service agencies (the "Agencies") serving the St. Louis City and one or more of the surrounding Counties of St. Louis, St. Charles, Crawford, Jefferson, Franklin, Iron, Ste. Genevieve, St. Francois, Madison and Butler in Eastern Missouri which comprise the Company's service territory, in accordance with an allocation method agreed upon by the Company, Staff and Public Counsel. Payments to the Agencies of at least one fourth of this amount will commence within thirty days of the date this tariff becomes effective with equivalent payment amounts being made at the end of each three month period thereafter. The program will be administered pursuant to written contract between Laclede and the Agencies.

Purpose: This program is intended to assist eligible customers through conservation, education and weatherization in reducing their use of energy and thereby lessen the level of arrearages experienced by such customers and potentially the level of uncollectibles experienced by the Company.

Terms and Conditions:

1. The program will offer grants for weatherization services to customers eligible under low-income guidelines. Grant assistance will be primarily directed to lower income customers with high usage and/or large arrearages. The Company will assist the Agencies in identifying such customers by providing information, on a confidential basis, specifying customers who have high usage and arrearage levels.
2. The total amount of grants offered to a customer through the program will be determined by the cost-effective improvements that can be made to a customer's residence, which shall not exceed \$3,000, and is expected to average \$2,000, exclusive of administrative costs.
3. Program funds cannot be used for administrative costs except those incurred by the Agencies that are directly related to qualifying and assisting customers under this program. The amount of reimbursable administrative costs per participating household shall not exceed \$300 for each participating household.

DATE OF ISSUE **February 28, 2002**
Month Day Year

DATE EFFECTIVE **March 31, 2002**
Month Day Year

ISSUED BY **K.J. Neises, Executive Vice President, 720 Olive St., St. Louis, MO 63101**
Name of Officer Title Address

P.S.C. MO. No. 5 Consolidated, Original Sheet No. R-45
CANCELLING All Previous Schedules

Laclede Gas Company
Name of Issuing Corporation or Municipality

For

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

RULES AND REGULATIONS

34. Weatherization Program (continued)

4. As a term of its contract with the Agencies, the Company agrees that it and the Agencies will consult with Staff, Public Counsel and the Department of Natural Resources (and any other party agreeable to Company, Staff and Public Counsel) during the term of the program.
5. The program will continue until the effective date of an order of the Commission approving rates in the Company's next general rate case filed after the effective date of this tariff, unless otherwise ordered by the Commission. With the assistance of the Agencies, the Company shall submit reports on the program to the Staff, Public Counsel, and the Department of Natural Resources on a quarterly basis reflecting the information provided to the Company by the Agencies in their quarterly reports. Within thirty days of receiving the most recent quarterly report from the Agencies following the end of each year of the program, the Company shall also submit an annual report. Each annual report will address the progress of the program, and provide an accounting of the funds received and spent on the program during the preceding program year. The report will include the following information with breakdowns for each of the participating Agencies.
 - a. Program funds provided by Laclede.
 - b. Amount of program funds, if any, rolled over from previous program year.
 - c. Amount of administrative funds retained by the Agency.
 - d. Number of weatherization jobs completed and total cost (excluding administrative funds) of jobs completed.
 - e. Number of weatherization jobs "in progress" at the end of the program year.
 - f. To the extent available, information detailing efficacy and impact of weatherization measures on attaining the goals of the program. To that end, the contract with the Agencies shall require that the NEAT audit printout and itemization of the costs for each measure installed and each administrative cost incurred for each job be provided to the Company.

The report shall be subject to audit by the Commission Staff and Public Counsel.

DATE OF ISSUE February 28, 2002
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Name of Officer Title Address

**P.S.C. MO. No. 5 Consolidated, Original Sheet No. R-46
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RULES AND REGULATIONS

34. Weatherization Program (continued)

Each Agency may carry-over for use in a subsequent year up to 10% of any unspent funds allocated to the Agency during any program year. Any unspent funds in excess of the 10% level shall be transmitted to Laclede for reallocation to other Agencies. If an Agency has unspent funds at the time the program terminates, then such funds shall be transmitted to Laclede. Laclede thereafter shall credit the amount of the unspent funds, plus any unspent funds retained by Laclede, to its purchased gas cost refund account and flow such amounts back to ratepayers under the Company's Purchased Gas Adjustment clause.

6. Laclede Agency Agreement: Staff, Public Counsel, and Laclede agree that its Agency Agreement will provide that any controversy, complaint, claim or dispute arising out of or relating to the agreement between the Agencies and Laclede shall be settled by compulsory arbitration before the Commission. Staff, Public Counsel, the Agency or Laclede may file a request for such arbitration in accord with Commission rules or an agreed upon procedure. If no procedure is provided in the rules or agreed to within 30 days of the request, then the same shall be governed by the rules of the American Arbitration Association. Pending the outcome of the arbitration, and unless otherwise ordered by the Commission, Laclede may withhold from the Agency so much of the program fund installment(s) owed under the agreement that are relevant to the dispute, or otherwise so much of the program funds that will protect Laclede's interests.

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