**STATE OF MISSOURI**
**PUBLIC SERVICE COMMISSION**

At a session of the Public Service Commission held at its office in Jefferson City on the 30th day of November, 2022.

| | | |
|---|---|---|
| In the Matter of Spire Missouri, Inc. d/b/a Spire's Request for Authority to Implement a General Rate Increase for Natural Gas Service Provided in the Company's Missouri Service Areas | ) ) ) ) ) | **File No. GR-2022-0179** |

# ORDER APPROVING STIPULATION AND AGREEMENT

Issue Date: November 30, 2022 Effective Date: December 10, 2022

On January 5, 2022, Spire Missouri, Inc. d/b/a Spire filed tariff sheets designed to implement a general rate increase for natural gas service in its Missouri service areas. The Commission suspended the tariff sheets until February 28, 2023, and set a procedural schedule including a hearing. On November 4, 2022, Spire, the Commission's Staff, the Office of the Public Counsel, Consumers Counsel of Missouri, Midwest Energy Consumers Group, Missouri Industrial Energy Consumers, Symmetry Energy Solutions, Constellation NewEnergy-Gas Division, Clearwater Enterprises, and WoodRiver Energy filed their *Full Unanimous Stipulation and Agreement* (Agreement). Kansas City, the Missouri School Board's Association, and Vicinity Energy were not signatories, but do not object to the Agreement. After suspending the procedural schedule and canceling the scheduled evidentiary hearing, the Commission held an on-the-record presentation of the Agreement on November 18, 2022.

Commission regulations allow non-signatory parties seven days to object to a nonunanimous stipulation and agreement.[1] If no party timely objects, the Commission

[1] 20 CSR 4240-2.115(2)(B).

may treat the Agreement as unanimous.[2] More than seven days have passed since the agreement was filed and no party objected. Thus, the Commission will treat the Agreement as unanimous.

The Agreement provides for an increase of Spire's total revenue requirement by $78 million above what was approved in Spire's last rate case. That increase includes an increase of $32,424,600 for Spire East and the increase of $45,575,400 for Spire West. The revenue requirement includes capital additions through September 30, 2022, including ISRS rebasing. Spire's next ISRS filing will include capital additions starting October 1, 2022. The Agreement addresses amortization of overhead expenses, pensions and post-employment benefits, meter replacements, certain low income programs, and data collection and retention. Those agreements are detailed in the Agreement and its attachments, and incorporated in this order by reference. The Agreement also includes a property tax tracker to fulfill the requirements of Section 393.400 RSMo.

After reviewing the unopposed Agreement, the Commission determines that its terms are a reasonable resolution of the issues therein and will result in just and reasonable rates. Therefore, the Commission will approve the Agreement. Spire has requested that new rates take effect on December 26, 2022, but no later than January 1, 2023. So Spire may timely file tariff sheets to implement the rates approved in this order, the Commission finds it reasonable to make this order effective in less than 30 days.

---

[2] 20 CSR 4240-2.115(2)(C).

**THE COMMISSION ORDERS THAT:**

1. The Agreement filed on November 4, 2022, is approved. The signatory parties are ordered to comply with the terms of the Agreement. A copy of the Agreement and its attachments are attached to this order and incorporated by reference.

2. The tariff sheets filed by Spire on April 1, 2022, and assigned Tracking No. YG-2022-0244, are rejected.

3. Spire is authorized to file tariff sheets sufficient to recover revenues as determined by the Commission in this order no later than December 7, 2022.

4. This order shall become effective on December 10, 2022.

**BY THE COMMISSION**

Morris L Woodruff

Morris L. Woodruff
Secretary

Silvey, Chm., Rupp, Coleman, Holsman, and
Kolkmeyer CC., concur.

Clark, Senior Regulatory Law Judge

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

| | | |
|---|---|---|
| In the Matter of Spire Missouri, Inc. d/b/a | ) | |
| Spire's Request for Authority to Implement a | ) | Case No. GR-2022-0179 |
| General Rate Increase for Natural Gas Service | ) | |
| In the Company's Missouri Service Areas | ) | |

# FULL UNANIMOUS STIPULATION AND AGREEMENT

**COME NOW** Spire Missouri, Inc. ("Spire Missouri" or the "Company"), Staff of the Missouri Public Service Commission ("Staff"), the Office of the Public Counsel ("OPC"), Consumers Council of Missouri, Midwest Energy Consumers Group, Missouri Industrial Energy Consumers, Symmetry Energy Solutions, LLC, Constellation NewEnergy-Gas Division, LLC, and Clearwater Enterprises, L.L.C., and WoodRiver Energy, LLC[1] (collectively, the "Signatories"), by and through their respective counsel, and, for this *Full Unanimous Stipulation and Agreement* (this "Stipulation"), respectfully state as follows to the Missouri Public Service Commission ("Commission"):

1. Parties not signatories to this Stipulation are City of Kansas City, Missouri, Missouri School Boards' Association, and Vicinity Energy Kansas City, Inc. However, no party has objected to this Stipulation.

2. This Stipulation is being entered into for the purpose of settling all contested issues in this case.

3. **Admission of Testimony**: The Signatories consent to the admission of, and request that the Commission admit into the record in this proceeding, without the need for witnesses to take the stand, all written testimony that has been filed herein.

[1] WoodRiver is a signatory for purposes of the transportation service tariffs only.

4. **Effective Date of Rates**: Spire Missouri requests that rates be implemented on December 26, 2022, which all other Signatories do not oppose. The Signatories agree that rates will be implemented no later than January 1, 2023. The foregoing rate effective dates are a material term of this Stipulation.

5. **Total Revenue Requirement**: The Signatories agree to an increase in Spire Missouri's total annual revenue requirement of $78 million above the revenue requirement approved by the Commission in Spire Missouri's last general rate case. This amount resolves all issues impacting Spire Missouri's revenue requirement raised in this case, including all issues settled in this Stipulation. Consistent with the division in Staff's Rebuttal position, the increase for Spire Missouri East is $32,424,600 and the increase for Spire Missouri West is $45,575,400.

6. **Amortization of Overheads and Excess Accumulated Deferred Taxes (ADIT)**: The Signatories agree that deferred overhead costs related to construction in the amount of $17,302,405 will be amortized over 15 years and will receive rate base treatment, and that ineligible non-operational overheads in the amount of $25,491,724 will be amortized over 15 years and will not receive rate base treatment. Spire Missouri will not seek recovery of any amounts of ineligible non-operational overheads deferred subsequent to September 30, 2022. The Amortization Schedule reflecting this agreement is attached hereto as **Exhibit A**. Excess ADIT balances in total are a liability of ($97,251,389), with annual amortization of $9,892,922. The Average Rate Assumption Method (ARAM) layer of amortization is considered final and will run off.

7. **Property Tax Tracker**: The Signatories agree that the base level for Missouri property taxes used to track property taxes incurred by Spire East and Spire West for the period of January 1, 2022 through the effective date of rates in this case shall be $22,411,521 for Spire East

and $18,873,482 for Spire West.[2] The parties also agree that for purposes of Section 393.400, RSMo (Supp. 2022), the base level of Missouri property taxes used to set rates beginning with the effective date of rates in this case is $21,909,112 for Spire East and $23,115,691 for Spire West.

8. The Signatories agree that the base level for Kansas property taxes used to track property taxes incurred by Spire West for the period of January 1, 2022 through the effective date of rates in this case shall be $1,537,800. The parties also agree that for the purposes of Section 393.400, RSMo (Supp. 2022), the base level of Kansas property taxes used to set rates beginning with the effective date of rates in this case is $1,389,470 for Spire West.

9. Spire Missouri will track changes to property tax expense as compared to the levels set forth above in accordance with Section 393.400, RSMo (Supp. 2022), for appropriate treatment in the Company's next general rate case. Successful Missouri property tax appeals that are associated with property taxes paid during the period of which the legacy Missouri property tax tracker was in effect (April 2018-December 2021) and any future successful Missouri and Kansas property tax appeals will be recorded in the property tax regulatory asset.

10. **Infrastructure System Replacement Surcharge ("ISRS") Rate of Return**: The Signatories agree to a pre-tax rate of return of 8.25% for capital improvements recovered through the Company's ISRS tariffs. Revenue for purposes of the ISRS cap is $726,584,242 for Spire Missouri. Customer counts for purposes of ISRS rate design are as follows:

**Spire Missouri East**

| | |
|---|---|
| **Residential** | **618,822** |
| **Small General Service** | **36,043** |
| **Large General Service** | **4,921** |

[2] Annualized level of property taxes in Case No. GR-2021-0108.

| | |
|---|---|
| **Unmetered Gas Light** | **66** |
| **LP** | **31** |
| **Large Volume** | **37** |
| **Large General Transport** | **152** |

**Spire Missouri West**

| | |
|---|---|
| **Residential** | **496,132** |
| **Small General Service** | **30,149** |
| **Large General Service** | **3,513** |
| **Large Volume** | **28** |
| **Large Volume Transport** | **359** |
| **Large General Transport** | **220** |

11. **Rate Base Inclusions**: The revenue requirement reflects all capital additions through September 30, 2022, including ISRS rebasing. The Company's next ISRS filing will reflect capital additions beginning from October 1, 2022.

12. **Depreciation Rates**: The Signatories agree to maintain the depreciation rates consistent with the depreciation rates set in GR-2021-0108. .

13. **Pension and Other Post Employment Benefits (OPEBs)**: The Signatories agree to annual pension funding of $29,900,000 for Spire Missouri East and $4,400,000 for Spire Missouri West.

14. The Signatories agree that the appropriate amount of pension contributions to include in rates is an amount sufficient to achieve an 80% funded status and minimum required contribution amounts, as required by the federal ERISA legislation. The Signatories further agree that the amount of pension contributions will continue to be tracked by the Company. The purpose of this section of the document is to define the ratemaking treatment applicable to pension costs and Other Post-Employment Benefits ("OPEB") for Spire Missouri East and Spire Missouri West in accordance with prior stipulations and agreements in Case Nos. GR-2013-0171 and GR-2014-0007.

15. The Signatories agree that, unless explicitly defined herein, this document does not prevent any Signatory from recommending alternative treatment of any aspect of pension and OPEB costs in any future rate case. The funds provided for pensions and OPEBs in the cost of service are designated specifically for reasonable and prudently incurred pension and OPEB costs and will be tracked and reconciled in future proceedings. The mechanism of recovery through rates for both pension and OPEB costs is a tracking mechanism of the cash collected and the cash utilized for pension and OPEB funding. The overall goal of this tracking mechanism is to ensure exact recovery of pension and OPEB costs. For the purposes of this Stipulation and Agreement, it is assumed that the amount established in rates is the exact amount collected by the Company, and the amounts of amortizations are also the exact amounts collected by the Company. Amounts recovered in rates that are more than actual cash payments create overfunding by customers and shall be returned to customers subsequently in the ratemaking process. Amounts recovered in rates that are less than actual cash payments create underfunding by customers and shall be recovered by the Company subsequently in the ratemaking process. To accomplish the objectives above, the Signatories agree to the following.

16. **PENSIONS.** Spire Missouri shall continue to be authorized to record as a regulatory asset or liability, the difference between the pension expense used in setting rates for Spire Missouri East ($29,900,000) and Spire Missouri West ($4,400,000) (amounts stated before the application of transfer rates) and the pension expense as recorded for financial reporting purposes as determined in accordance with GAAP pursuant to Accounting Standards Codification (ASC) 715 (previously FAS 87 and FAS 88, or such standard as the FASB may issue to supersede, amend, or interpret the existing standards), and such difference shall be recovered from or returned to customers in future rates. The difference between the amount of pension expense included in Spire Missouri East's and Spire Missouri West's rates and the amount funded by each in accordance with ERISA minimums shall be included in their respective rate bases in future rate proceedings. The Company shall continue to be allowed rate recovery for contributions it has made and will make to its pension trust that exceed the ERISA minimum for any of the following reasons: (a) the minimum required contribution is insufficient to avoid the benefit restrictions specified for at-risk plans pursuant to the Pension Protection Act of 2006, thereby causing an inability by the Company to pay out pension benefits to recipients in its normal and customary manner, including lump sum payments; and (b) the minimum required contribution is not sufficient to avoid any Pension Benefit Guarantee Corporation ("PBGC") variable premiums. Additional contributions made pursuant to this Paragraph will increase Spire Missouri East and Spire Missouri West's rate base by increasing the prepaid pension asset and/or reducing the accrued liability, and will receive regulatory treatment as described in this section. The Company shall inform the Staff and OPC of contributions of additional amounts to its pension trust funds pursuant to this Paragraph in a timely manner. The revenue requirement recovered in rates includes an allowance to amortize the September 30, 2022 balance of Spire Missouri East's pre-GR-2021-0108 pension

asset of $70,008,766 and Spire Missouri West's pre-GR-2021-0108 pension liability of ($5,714,349) [negative] and Spire Missouri East's post-GR-2021-0108 pension liability of ($5,520,000) [negative] and Spire Missouri West's post- GR-2021-0108 pension liability of ($45,453) [negative], respectively (amounts stated before the application of transfer rates). Such an allowance is based on an 8-year amortization of the pre-GR-2021-0108 pension asset of $8,751,096 for Spire Missouri East and liability of ($714,294) [negative] for Spire Missouri West and a 3-year amortization of the post-GR-2021-0108 pension liabilities of ($1,840,000) [negative] for Spire Missouri East and ($15,151) [negative] for Spire Missouri West as of September 30, 2022. The prepaid pension or liability balances shall be included in the respective rate bases of Spire Missouri East and West. In the event the amortizations of the asset or liabilities become fully amortized between rate cases, the amount included in rates between the date it became fully amortized and the effective date of rates in the next rate case shall be returned to shareholders or ratepayers, as appropriate.

17. The provisions of ASC 715 (previously FAS 158) require certain adjustments to the pre-GR-2021-0108 and post-GR-2021-0108 pension asset/Other Post-Employment Benefits asset and/or accrued liability with a corresponding adjustment to equity (i.e., decreases/increases to Other Comprehensive Income). The Company will continue to be allowed to maintain a regulatory asset/liability to offset any adjustments that would otherwise be recorded to equity caused by applying the provisions of ASC 715 or any other FASB statement or procedure that requires accounting adjustments to equity due to the funded status or other attributes of the pension or OPEB plans. The adjustments described in this paragraph will not increase or decrease rate base.

18. The Company shall continue to be authorized to revert to the accounting policy it originally implemented upon adoption of FAS 87, for financial reporting purposes only, effective

October 1, 2002, including without limitation: (a) Market-Related Value implemented prospectively over a four-year period; (b) Amortization of unrecognized gains or losses only to the extent that they fall outside of a 10% corridor as described in FAS 87 and FAS 106; and (c) Amortization of unrecognized gains or losses falling outside of the 10% corridor over the average remaining service life of participants. Gains and losses for all pension lump-sum settlements shall continue to be calculated only to the minimum extent permitted by ASC 715 (previously FAS 88).

19. **OTHER POST-EMPLOYMENT BENEFITS (OPEBs)**: The rates resulting from this case also make provision for the recovery of OPEB costs on an ASC 715 (previously FAS 106) basis. The Company shall continue to be authorized to apply its accounting policy for OPEBs consistent with ASC 715 (previously FAS 87) for pensions, for financial reporting purposes, as was initially effective October 1, 2002. The rates established in this case for ASC 715 (previously FAS 106) expenses include an allowance of $0 for Spire Missouri East and $0 for Spire Missouri West (amounts stated prior to application of transfer rate). The Company will fund the trusts based on ASC 715 (previously FAS 106) as calculated for financial reporting purposes. The difference between the amount of OPEB expense included in the rates of Spire Missouri East and Spire Missouri West and the amount funded by them shall be recorded in a regulatory asset/liability, as appropriate, and such difference shall be recovered from or returned to customers in future rates and included in rate base in future rate proceedings. The Company may consider the funded status of the OPEB trusts in determining the allocation of contributions to the trusts. The rates recommended herein include an allowance to amortize the September 30, 2022 balance of Spire Missouri East and Spire Missouri West's OPEB liabilities of ($7,111,585) and ($1,005,031) [negative], respectively (amounts stated before the application of transfer rates). Such an allowance is based on an 8-year amortization of Spire Missouri East's OPEB liability of

($888,948) [negative] and Spire Missouri West's OPEB liability of ($125,629) [negative] at September 30, 2022.

20. In the event that ASC 715 (previously FAS 106) OPEB expense becomes negative, the Company shall set up a regulatory liability to offset the negative expense. In future years, when such expense becomes positive again, the amount in rates will remain zero until the prepaid asset, if any, which was created by the negative expense, is reduced to zero. The regulatory liability will be reduced by the same rate as the prepaid asset. This regulatory liability is a noncash item and should be excluded from rate base in future years.

21. A portion of the annual pension expense established for setting rates of $29,900,000 for Spire Missouri East and $4,400,000 for Spire Missouri West will be allocated to affiliates consistent with the allocation methods in this case, and therefore Spire Missouri will receive reimbursement for these amounts monthly through the allocation process. If fiscal year cash contributions exceed the amount above, those amounts will be tracked for the purposes of calculating a rate of return due to Spire Missouri from other affiliates. This calculation should be performed quarterly and any amounts due to Spire Missouri reimbursed in the following month. See MS excel file "Pension Tracker Exhibits – GR-2022-0179", attached hereto as **Exhibit B**, for illustration of this calculation.

22. The Company shall, for book purposes, be authorized to continue to normalize the income tax timing differences inherent in the recognition of pension costs, OPEB costs, and as discussed above by recording and recognizing in any future rates deferred income tax expense for such differences.

**23. Billing Determinants And Retail Rate Revenue:** The Signatories agree that the retail revenues for each rate class are:

**Spire Missouri East**

| | |
|---|---|
| **Residential** | **$319,076,942** |
| **Small General Service** | **$36,002,731** |
| **Large General Service** | **$30,573,763** |
| **Unmetered Gas Light** | **$48,341** |
| **LP** | **$11,753** |
| **Large Volume** | **$1,311,325** |
| **Large General Transport** | **$15,225,786** |
| **Total Revenue** | **$402,250,641** |

**Spire Missouri West**

| | |
|---|---|
| **Residential** | **$258,173,012** |
| **Small General Service** | **$27,566,558** |
| **Large General Service** | **$19,144,211** |
| **Large Volume** | **$1,320,522** |
| **Unmetered Gas Light** | **$1,852** |
| **Large Volume Transport** | **$16,054,710** |
| **Large General Transport** | **$2,072,736** |
| **Total Revenue** | **$324,333,601** |

24. **Class Allocation and Rate Design**: The Signatories agree to implementation of the rates set out in the Schedule attached hereto as **Exhibit C**.

25. **Compressed Natural Gas (CNG)**: Spire Missouri shall update its tariffs to reflect the following language:

> Service provided under this rate schedule does not include the provision of compression services or facilities.
>
> Service shall be through one or more meters at the option of the Company, provided they are located at the same premise. When more than one meter or metering facility is set at a single location for customer's convenience, a separate customer charge will be applicable for each meter or metering facility installed.

26. The Signatories agree that Spire Missouri will not recover in this case any amounts related to Compressed Natural Gas investment, expense, or revenue. On or before the effective date of rates in this rate case, Spire Missouri shall record all investment, expense and revenue to "below the line" accounts. In a future rate case, Spire Missouri may seek rate treatment for all investment, revenue and expense for CNG activities pertaining exclusively to gas utility operations. Spire Missouri shall record all CNG investment, revenue and expense separately for regulated and non-regulated activities in separate, auditable FERC accounts by date and by month. In the event that Spire Missouri seeks rate treatment for non-gas utility CNG operations in a future rate case, the Company must begin recording purchasing entities, volumes sold each month, volume price, and date of sales. Nothing contained herein shall prevent any Signatory from seeking different ratemaking treatment of CNG assets pertaining to gas utility operations in its next general rate case.

27. **Payment Partner Program**: The Signatories agree that Spire Missouri will increase shareholder contributions to the Payment Partner Program ("PPP") by $1 million in addition to existing contributions, bringing the total funding of the program to $3.3 million. This

change will ensure that PPP funding is evenly supported by ratepayer and shareholder contributions (50/50). The Payment Partner Program eligibility shall be expanded to 300% of the federal poverty level through April 30, 2023. Beginning on May 1, 2023, absent an alternative agreement by the Spire Limited Income Collaborative, the eligibility for the program will change to 80% of the State of Missouri median income, which is consistent with the state's guidelines for Low Income Home energy Assistance Program ("LIHEAP") eligibility. The Spire Limited Income Collaborative may recommend extension of the PPP eligibility at 300% of the federal poverty level.

28. **Critical Needs Program Budget**: The Signatories agree that Spire Missouri will provide, independent of the contributions to the Payment Partner Program, $500,000 to the creation of the Critical Needs Program. This amount will be funded evenly by ratepayer and shareholder contributions, and any excess funds shall be applied to bill and arrearage assistance programs. The parties shall continue to work together through the Critical Needs Partnership to develop the details of this program. If there is a dispute regarding the program, the Signatories shall first request mediation from the Commission pursuant to 20 CSR 4240-2.125(2) on all issues that remain in dispute and then, if an agreement still cannot be reached, shall present remaining disputed issues to the Commission for final determination.

29. **Cost Allocation Manual Docket**: Spire Missouri, Staff, and the OPC agree to include, in any resolution of the Company's Cost Allocation Manual ("CAM") docket, GO-2022-0327, the following: (1) periodic updates on the transfer of employees from Spire Missouri to Spire Services Inc.; (2) additional rules and parameters for contracts with Company affiliates; (3) updates as needed to changes to corporate structures and hierarchies, including those resulting

from acquisitions and mergers; and (4) quarterly CAM transaction data reporting in the format provided by Staff.

30. **Meters**: The Signatories agree that Spire Missouri shall

(a) Track customer savings separately for labor and non-labor directly related to its meter replacement program, at a frequency and format developed as described in part "(e)",

(b) Spire Missouri shall continue to file its quarterly reports as ordered by the Commission in GR-2021-0108 with additional detail at a frequency and format developed as described in part "(e)" and described in this part "(b)". Spire Missouri shall document and describe its existing meter replacement and telemetry strategy and any changes to the meter replacement and telemetry strategy for each Missouri service territory. Spire Missouri shall provide its justification for any changes to the replacement strategy to Staff and OPC. The justification should include, but not be limited to, cost benefit analyses for the change in replacement strategy, alternative approaches considered, and potential customer impacts of the changes. Information shall include meters replaced and reason for replacement by month separately for Spire East and Spire West. The quarterly reports justification will also describe how the deployment of meters will occur throughout its service territories (i.e. if geographically deployed, by year and target area and progress of its meter deployment).

(c) Continue discussion with Staff and the OPC on appropriate expense and/or capital recording for meters and meter installations, engage with Staff and the OPC as described in part “(e)” and book meter installations in the appropriate account per the FERC USOA for gas utilities;

(d) Regarding meters installed after 1/1/2023 and meter installations occurring after 1/1/2023, Spire Missouri shall

i. Retain information that will facilitate identification and association of the meter with rate codes and customers within its billing system or some other system, so that aggregated data could be used to establish class level coincident or system level coincident demand measurement,

ii. Retain information within its billing system, continuing property record, or some other system, to enable potential future billing by meter type, meter size, or meter cost,

iii. Retain information within its billing system, continuing property record, or some other system, that will facilitate identification of the meter model, type, or cost, by rate code, so that costs can be assigned or more precisely allocated in future class cost of service studies, and

iv. Participate in and incorporate to the extent practicable feedback received from the technical discussions described in part “(e)” below.

(e) Spire Missouri, Staff, and the OPC technical experts shall meet with the goal of agreeing on the precise format of data, the frequency and manner of reporting, and related items. Spire Missouri shall provide a summary of its current IT capabilities related to all reporting described herein no later than two weeks after the effective date of rates in this case, with a goal for the parties to convene regarding the precise format of data, the frequency and manner of reporting, and related items no later than February 15, 2022. Spire shall report quarterly to OPC and Staff on progress of all aspects of the development of the described data or process. OPC or Staff may request and Spire Missouri shall participate in in-person or teleconference meetings as needed. Staff will pose a continuing Data Request and Spire Missouri shall respond in this rate case for the Reports to be provided through EFIS, and follow-up questions from Staff and OPC are preferred to occur through EFIS. In the event that Spire Missouri, Staff, and the OPC cannot reach an agreement on the precise format of data, the frequency and manner of reporting, and related items; the Signatories shall first request mediation from the Commission pursuant to 20 CSR 4240-2.125(2) on all issues that remain in dispute and then, if an agreement still cannot be reached, shall present remaining disputed issues to the Commission for final determination.

31. **Data Collection and Retention**: The Signatories agree that Spire Missouri shall make the following changes in its data collection and retention processes to facilitate review in future rate cases, subject to refinement by technical experts from the Company, Staff, and the OPC and metering capabilities:

(a) Spire Missouri shall improve accuracy of retention and form of provision of data for customer usage by rate code and by block;

(b) The Company shall provide an auditable trail of changes to customer usage resulting from rebills, explain and address frequency of rebills, and provide documentation of rebill procedures, retain data to provide rebills monthly by rate schedule in the test years of future rate cases, and provide reporting of rebills by month on a quarterly basis for a minimum of the next four (4) years, or through the effective date of rates in in its next general rate case, whichever occurs later;

(c) The Company shall retain and develop customer-level demand determinants for each rate class for potential use in future rate structures for Spire Missouri East and West. For Transportation, LV, LGS and SGS rate classes the Company will work towards providing census level data, and for other rate classes, obtain sample data;

(d) Spire Missouri will monitor and retain daily demand information for each rate class for use in a future class cost of service study, specifically, daily demand data by rate schedule. The current goal is for the Company to provide, for both East and West, the top three usage days within each month and provide calculation, or best estimate, of the contribution of customers, by rate schedule, to usage on each of those days. As metering capabilities change, identifying the class non-coincident peaks by month should also be a goal;

(e) establish class level coincident or system level coincident demand measurement, identify class non-coincident peaks by month,

(f) coordinate with Staff and the OPC on the development of the data described in this paragraph 31 using the process described in Paragraph 30(e).

32. **Continuing Commitments from Prior Rate Cases**: The Signatories agree that continuing the following commitments from recent Spire Missouri rate cases, Spire shall:

(a) continue providing Surveillance report spreadsheets and annual general ledgers;

(b) provide number and type of lighting customers to facilitate calculation of the appropriate rates for the unmetered gas light class;

(c) continue to not include plant held for future use in rate base;

(d) treat propane related items according to Section 14 of the Stipulation and Agreement in GR-2013-0171, specifically that the propane cavern associated equipment and inventory, and any associated revenues, expenses, and investment shall be accounted for "above the line" for ratemaking purposes, and Spire Missouri will provide a study and all financial and operational justification for the determination and proposed change to the regulatory treatment compared to other alternatives it considered (e.g., reduction of other capacity and peaking supply contracts); in addition, Spire shall avoid selling propane inventory at a loss;

(e) complete and file a class cost of service study in its next general rate case, with revised allocator workpapers for meter and main costs for each class as restructured by the tariffs in GR-2021-0108, and daily demand data calculated in a manner consistent with the sampling and method employed by Ameren Missouri Gas; and

(f) file annual reporting to Staff and OPC on moving customers to the correct classes including, specifically, properly placing non-residential non-transport customers with usage between 10,000 Ccf and 30,000 Ccf in the LGS class. Spire shall ensure clear and consistent policies to effectuate tariff eligibility enforcement.

(g) coordinate with Staff and the OPC on progress and actions taken to comply with the provisions described in this paragraph 32 using the process described in Paragraph 30(e).

33. **Direct Assignment of Costs**: The Signatories agree that Spire Missouri will work towards increasing the Company's direct assignment of shared services costs and will provide the level of direct assignment versus indirect allocation for each cost category identified in its annual CAM report as part of its annual CAM reports. Also, in the next rate case, any indirectly or generally allocated Spire Services Inc. salaries and wages costs assigned to Spire Missouri in excess of 50% of total Spire Services Inc. salaries and wages costs assigned to Spire Missouri in the next general rate case test year will be disallowed. The Signatories do not agree upon a set direct assignment threshold. For the purposes of this paragraph, costs may be directly charged to a Spire Missouri cost code which sub-allocates such costs solely between Spire Missouri East and Spire Missouri West based on a relevant cost driver such as customer count, and use of such cost code shall constitute a direct charge for purposes of the 50% threshold set forth above.

34. **Revisions to Transportation Tariffs**: The Signatories agree to resolve all issues relating to the Company's transportation customer class tariffs by replacing Tariff Sheets 9 through 9.27 filed by the Company with the substitute Tariff Sheets 9 through 9.27 attached hereto as **Exhibit D**. Spire Missouri withdraws the proposed Tariff Sheet 16, the Human Needs Transportation Tariff program, and associated proposed changes to Rules and Regulations Sheet 17.

35. **<u>Continuing Plant Records ("CPR") Audit</u>**: The Signatories agree that Spire Missouri shall conduct independent third-party audit and internal review of its continuing plant records and improve the accuracy of its continuing property records as described below. Resulting modifications shall be reflected in the General Ledger including plant and reserve accounts. In the event a rate case occurs prior to completion of the CPR audit and any corresponding plant account corrections, the Signatories may recommend adjustments to plant accounts or revenue requirement

in the Company's next general rate case, to compensate ratepayers for value of improperly recorded assets.

36. Spire Missouri shall report quarterly to Staff and the OPC on progress of all aspects of the audits, and Staff and the OPC may request a meeting as needed. Staff will pose a Data Request in this rate case for the quarterly reports to be provided through the Commission's Electronic Filing Information System, and with follow-up questions preferred through that system. Either Staff or the OPC may issue additional data requests as necessary.

37. Spire Missouri will engage an independent third-party auditor to produce a report regarding the Company's meters accounts, meter installation accounts, and mains and services accounts for Spire Missouri East and Spire Missouri West. A committee, which shall be comprised of an equal number of Staff, OPC and Company representatives, shall develop a Request for Proposal ("RFP") for the audit with input from all committee members on the scope of work. The RFP shall be circulated internally within the committee within 120 days. The selection of a successful bidder, if any, shall be conducted by the same committee and shall be made by majority vote. In the event the committee cannot agree to the scope of the audit or the identity of the auditor, the committee shall submit such questions to the Commission for decision. The independent third-party auditor's contract shall preserve the auditor's independence by precluding Staff, OPC or Spire Missouri representatives from directing or influencing the report's conclusions. Upon completion, the audit report shall be filed with the Commission in EFIS. For all other accounts, at this time, Spire Missouri shall perform a similar internal assessment conducted by its engineers.

38. The audits will examine Spire Missouri's legacy assets and its continuing property record to ensure that the existing assets are operational and properly accounted for. The audits shall be designed to assess alignment with the Company's cost of service. Spire Missouri and, to

the extent necessary, Spire Services Inc., agree to cooperate fully with the auditor by timely providing all information requested to complete the audit including, but not limited to, informal and interactive interviews followed up with formal discovery.

39. The audit reports shall express an independent opinion on the degree and accurate accountability of Spire Missouri's legacy assets and continuing property record as well as provide recommendations, if appropriate, regarding unverifiable assets.

40. It is expressly acknowledged that Spire Missouri shall collectively provide $500,000, funded below the line (and not recovered in rates), for purposes of funding the independent third-party management audit. Any additional expense beyond $500,000, required by the Commission, will be split evenly between ratepayers and shareholders.

41. Any cost in excess of $500,000 shall be deferred to account 182.3 (other regulatory assets) and recovered through amortization, subject to the 50/50 split provided immediately above, in retail rates and cost of service in the first Spire general rate cases subsequent to the completion of the audit.

42. Starting immediately, with compatibility between the CPR and the billing system, Spire Missouri will develop a system to keep track of the location, amount, and type of meters installed (1) where there is a current customer, (2) where there is not currently a customer taking service, but that service was turned off in the last thirteen (13) months, and (3) where there is no longer a meter but there is still a service line or other infrastructure.

43. Utilizing the asset audit discussed above, Spire Missouri shall reevaluate its meter testing policies and procedures to ensure that accurate records of its entire meter population are being maintained. These records should be used to determine which meters fall into its statistical meter sample plan or in the 120-month periodic sampling required by Commission rules. These

records should also be used to develop its sampling groups per Spire Missouri's approved variances.

44. Spire Missouri shall improve the accuracy of plant and accounting records concerning meters and meter installations, specifically Spire Missouri shall: (1) separate the meter and meter installation costs for Spire Missouri East currently recorded in account 382; (2) identify meter installation costs by meter type for Spire Missouri West and continue to identify meter installation costs by meter type for Spire Missouri East; (3) ensure that retirements, including retirements in place, are accurately reflected in the CPRs; (4) ensure consistency going forward on how installations such as fixtures or vaults are recorded; and (5) ensure consistency going forward on how the capitalized cost associated with the act of meter placement is recorded.

## General Terms

45. Unless otherwise explicitly provided herein, none of the Signatories shall be deemed to have approved or acquiesced in any ratemaking, tariff, or procedural principle, including, without limitation, any method of cost of service or valuation determination or cost allocation, rate design, revenue recovery, or revenue-related methodology. Except as explicitly provided herein, none of the Signatories shall be prejudiced or bound in any manner by the terms of this Stipulation in this or any other proceeding. This Stipulation has resulted from extensive negotiations among the parties, and the terms hereof are interdependent and non-severable. If the Commission does not approve this Stipulation unconditionally and without modification, or if the Commission approves the Stipulation with modifications or conditions to which a party objects, then this Stipulation shall be void and none of the Signatories shall be bound by any of the agreements or provisions hereof.

46. In the event the Commission accepts the specific terms of this Stipulation without condition or modification, the Signatories waive their respective rights to present oral argument and written briefs pursuant to RSMo. §536.080.1, their respective rights to the reading of the transcript by the Commission pursuant to §536.080.2, their respective rights to seek rehearing pursuant to §386.500, and their respective rights to judicial review pursuant to §386.510. These waivers apply only to a Commission order approving this Stipulation without condition or modification issued in this proceeding and only to the issues that are resolved hereby. These waivers do not apply to any issues explicitly not addressed by this Stipulation. The Signatories agree that any and all discussions, suggestions, or memoranda reviewed or discussed, related to this Stipulation shall be privileged and shall not be subject to discovery, admissible in evidence, or in any way used, described or discussed.

47. This Stipulation contains the entire agreement of the Signatories concerning the issues addressed herein. The intent of the signatories has been fully and exclusively expressed in this document and the attachments appended hereto.

48. This Stipulation does not constitute a contract with the Commission. Acceptance of this Stipulation by the Commission shall not be deemed as constituting an agreement on the part of the Commission to forego the use of any discovery, investigatory powers or other statutory powers which the Commission presently has. Thus, nothing in this Stipulation is intended to impinge or restrict in any manner the exercise by the Commission of any statutory right, including the right to access information.

**WHEREFORE**, the Signatories respectfully request the Commission to issues an Order approving this Stipulation and Agreement and authorizing the Company to file tariffs to implement the terms hereof.

Respectfully Submitted,

**Attorneys for Spire Missouri, Inc.**

***/s/ Matthew Aplington***
Matthew Aplington MoBar #58565
General Counsel
Spire Missouri Inc.
700 Market Street, 6th Floor
St. Louis, MO 63101
(314) 342-0785
Email: matt.aplington@spireenergy.com

J. Antonio Arias, MoBar #74475
Counsel, Regulatory
Spire Missouri Inc.
700 Market Street, 6th Floor
St. Louis, MO 63101
(314) 342-0655
Email: antonio.arias@spireenergy.com

**Attorneys for Staff of the Missouri Public Service Commission**

***/s/***
Curtis Stokes, MoBar #59836
Chief Deputy Counsel
P.O. Box 360
Jefferson City, MO 65102
(573) 751-4227
Curtis.stokes@psc.mo.gov

Jamie Myers, MoBar #68291
Deputy Counsel
P.O. Box 360
Jefferson City, MO 65102
(573) 526-6036
jamie.myers@psc.mo.gov

**Attorney for the Office of the Public Counsel**

*/s/*
John Clizer, MoBar #69043
Senior Counsel
P.O. Box 2230
Jefferson City, MO 65102
(573) 751-5324
john.clizer@opc.mo.gov

**Attorney for Consumers Council of Missouri**

***/s/ John B. Coffman***
John B. Coffman, MoBar #36591
John B. Coffman, LLC
871 Tuxedo Boulevard
St. Louis, MO 63119
(573) 424-6779
john@johncoffman.net

**Attorney for Midwest Energy Consumers Group**

*/s/*
Tim Opitz, MoBar #65082
Opitz Law Firm, LLC
308 E. High Street, Suite B101
Jefferson City, MO 65101
(573) 825-1796
tim.opitz@opitzlawfirm.com

**Attorney for Missouri Industrial Energy Consumers**

Diana M. Plescia, MoBar #42419
130 S. Bemiston, Suite 200
St. Louis, Missouri 63105
(314) 725-8788
dplescia@chgolaw.com

**Attorneys for Symmetry Energy Solutions, LLC**

*/s/*
Peggy Whipple, MoBar #54758
Douglas L. Healy, MoBar #51630
3010 East Battlefield Suite A
Springfield, MO 65804
(417)-864-7018
peggy@healylawoffices.com

doug@healylawoffices.com

**Attorneys for Constellation NewEnergy-Gas Division, LLC**

***/s/***
Joshua Harden, MoBar #57941
1010 Foxwood Drive
Raymore, MO 64083
(816) 318-9966
jharden@collinsjones.com

**Attorneys for Clearwater Enterprises**

***/s/***
Marc H. Ellinger, MoBar #40828
Stephanie S. Bell, MoBar #61855
Ellinger and Associates, LLC
308 East High Street, Suite 300
Jefferson City, MO 65101
(573) 750-4100
mellinger@ellingerlaw.com
sbell@ellingerlaw.com

**Attorneys for WoodRiver Energy, LLC**

Alex Goldberg
Eversheds Sutherland
1196 S. Monroe St.
Denver, CO 80210
(918) 625-0047
alexgoldberg@evershed-sutherland.us

**CERTIFICATE OF SERVICE**

I do hereby certify that a true and correct copy of the foregoing document has been sent by electronic mail this 4th day of November to all parties of record.

***/s/ Lew Keathley***
Lew Keathley

**SPIRE EAST**
**AMORTIZATION BALANCES**
**GR-2022-0179**

| | **Balance at 9/30/2022** |
|---|---|
| COVID AAO Asset – Non-Rate Base | $1,798,000 |
| Eligible A&G Overheads Asset – Rate Base | $11,346,389 |
| Ineligible A&G Overheads Asset – Non - Rate Base | $12,749,068 |
| Forest Park Liability – Rate Base | ($3,073,183) |
| St. Peters Lateral Asset – Non-Rate Base | $85,492 |
| Transition Costs Asset – Rate Base | $138,542 |
| Pension Asset – Pre-GR-2021-0108 – Rate Base | $70,008,766 |
| Pension Liability – Post-GR-2021-0108 – Rate Base | ($5,520,000) |
| Other Post-Employment Benefits (OPEBs) Liability – Rate Base | ($7,111,585) |
| Legacy Missouri Property Tax Asset – Non-Rate Base | $10,159,649 |
| TCJA Excess ADIT Liability – Rate Base | ($74,533,939) |
| MO Excess ADIT Liability – Rate Base | ($13,024,034) |
| Energy Efficiency Asset – Rate Base | $28,042,560 |
| Low Income Energy Affordability Asset – Rate Base | $3,201,342 |
| Red Tag Asset – Non-Rate Base | $152,446 |
| PAYS Asset – Rate Base | $0 |

**SPIRE WEST**
**AMORTIZATION BALANCES**
**GR-2022-0179**

| | **Balance at 9/30/2022** |
|---|---|
| COVID AAO Asset – Non-Rate Base | $3,498,613 |
| Eligible A&G Overheads Asset – Rate Base | $5,956,016 |
| Ineligible A&G Overheads Asset – Non - Rate Base | $12,742,656 |
| Merger Rate Base Offset – Rate Base | $10,846,583 |
| Transition Costs Asset – Rate Base | $108,854 |
| Pension Liability – Pre-GR-2021-0108 – Rate Base | ($5,714,349) |
| Pension Liability – Post-GR-2021-0108 – Rate Base | ($45,453) |
| Other Post-Employment Benefits (OPEBs) Liability – Rate Base | ($1,005,031) |
| Legacy Missouri Property Tax Asset – Non-Rate Base | $9,392,409 |
| Legacy Kansas Property Tax Asset – Non-Rate Base | $530,986 |
| TCJA Excess ADIT Liability – Rate Base | ($5,116,376) |
| MO Excess ADIT Liability – Rate Base | ($4,577,040) |
| Energy Efficiency Asset – Rate Base | $22,835,421 |
| Low Income Asset – Rate Base | $2,280,177 |
| One-Time Energy Affordability Asset – Non-Rate Base | $70,253 |
| Red Tag Asset – Non-Rate Base | $128,531 |
| PAYS Asset – Rate Base | $0 |

**SPIRE EAST**
**ANNUAL AMORTIZATION**
**GR-2022-0179**

| | | |
|---|---|---|
| COVID AAO Asset – Non-Rate Base | 5 Years | $423,059 |
| Eligible A&G Overheads Asset – Rate Base | 15 Years | $756,426 |
| Ineligible A&G Overheads Asset – Non - Rate Base | 15 Years | $849,938 |
| Forest Park Liability – Rate Base | 3 Years | ($1,024,394) |
| St. Peters Lateral Asset – Non-Rate Base | 3 Years | $28,497 |
| Transition Costs Asset – Rate Base | 3 Years | $46,181 |
| Pension Asset – Pre-GR-2021-0108 – Rate Base | 8 Years | $8,751,096 |
| Pension Liability – Post-GR-2021-0108 – Rate Base | 3 Years | ($1,840,000) |
| Other Post-Employment Benefits (OPEBs) Liability – Rate Base | 8 Years | ($888,948) |
| Legacy Missouri Property Tax Asset – Non-Rate Base | 3 Years | $3,386,550 |
| TCJA Excess ADIT Liability – Rate Base | ARAM | ($7,600,468) |
| MO Excess ADIT Liability – Rate Base | 10 Years | ($1,302,403) |
| Energy Efficiency Asset – Rate Base | 10 Years | $2,804,256 |
| Low Income Energy Affordability Asset – Rate Base | 3 Years | $1,067,114 |
| Red Tag Asset – Non-Rate Base | 3 Years | $50,815 |
| PAYS Asset – Rate Base | ------ | $0 |

**SPIRE WEST**
**ANNUAL AMORTIZATION**
**GR-2022-0179**

| | | |
|---|---|---|
| COVID AAO Asset – Non-Rate Base | 5 Years | $823,203 |
| Eligible A&G Overheads Asset – Rate Base | 15 Years | $397,068 |
| Ineligible A&G Overheads Asset – Non - Rate Base | 15 Years | $849,510 |
| Merger Rate Base Offset – Rate Base | No Change, balance will be fully amortized in August 2023 | No Amortization in Income Statement |
| Transition Costs Asset – Rate Base | 3 Years | $36,285 |
| Pension Liability – Pre-GR-2021-0108 – Rate Base | 8 Years | ($714,294) |
| Pension Liability – Post-GR-2021-0108 – Rate Base | 3 Years | ($15,151) |
| Other Post-Employment Benefits (OPEBs) Liability – Rate Base | 8 Years | ($125,629) |
| Legacy Missouri Property Tax Asset – Non-Rate Base | 3 Years | $3,130,803 |
| Legacy Kansas Property Tax Asset – Non-Rate Base | 3 Years | $176,995 |
| TCJA Excess ADIT Liability – Rate Base | ARAM | ($532,347) |
| MO Excess ADIT Liability – Rate Base | 10 Years | ($457,704) |
| Energy Efficiency Asset – Rate Base | 10 Years | $2,283,542 |
| Low Income Asset – Rate Base | 3 Years | $760,059 |
| One-Time Energy Affordability Asset – Non-Rate Base | 3 Years | $23,418 |
| Red Tag Asset – Non-Rate Base | 3 Years | $42,844 |
| PAYS Asset – Rate Base | ------ | $0 |

**Spire Missouri**
**Pension Tracker PRE 2021 GR-2021-0108: Contributions activity after true-up period 5/31/2021**
**Amortization schedule**

| | AC_182460 - Other Regl Assets - Pensions - GR 2017-0215 AAO Amort 8 Yr | AC_254030 - Other Regulatory Liability - Prepaid Pensions | |
|---|---|---|---|
| | East-Pension | West-Pension | Spire Missouri Total |
| Settled Amount 5/31/21 | $ 87,703,330.00 | $ (8,532,403.00) | $ 79,170,927.00 |
| | | | |
| Amortization - 6/1/21 - 12/22/21 | $ (9,224,557.42) | $ 1,996,712.92 | $ (7,227,844.50) |
| Amortization - 12/23/21 - 12/31/21 | $ (270,318.48) | $ 26,298.49 | $ (244,019.99) |
| Amortization - 1/1/22 - 9/30/22 | $ (8,199,660.46) | $ 797,720.96 | $ (7,401,939.50) |
| Amortization - Fiscal year 2023 | $ (10,962,916.00) | $ 1,066,550.00 | $ (9,896,366.00) |
| Amortization - Fiscal year 2024 | $ (10,962,916.00) | $ 1,066,550.00 | $ (9,896,366.00) |
| Amortization - Fiscal year 2025 | $ (10,962,916.00) | $ 1,066,550.00 | $ (9,896,366.00) |
| Amortization - Fiscal year 2026 | $ (10,962,916.00) | $ 1,066,550.00 | $ (9,896,366.00) |
| Amortization - Fiscal year 2027 | $ (10,962,916.00) | $ 1,066,550.00 | $ (9,896,366.00) |
| Amortization - Fiscal year 2028 | $ (10,962,916.00) | $ 378,920.63 | $ (10,583,995.37) |
| Amortization - Fiscal year 2029 | $ (4,231,297.64) | $ - | $ (4,231,297.64) |
| | $ - | $ 0.00 | $ - |

| Spire Missouri West | |
|---|---|
| **RESIDENTIAL** | |
| Customer Charge | $ 20.00 |
| Winter billing months (November-April) | $ 0.37404 |
| *Summer billing months (May-October)* | |
| First 50 Ccfs | $ 0.33660 |
| All additional gas | $ 0.41527 |
| **SMALL GENERAL SERVICE** | |
| Customer charge | $ 43.70 |
| First 5,000 Ccfs | $ 0.18592 |
| All additional gas | $ 0.23241 |
| **LARGE GENERAL SERVICE** | |
| Customer Charge | $ 189.61 |
| Charge for gas per Ccf | $ 0.15823 |
| | |
| **LARGE VOLUME SERVICE** | |
| Fixed monthly charge | $ 1,595.40 |
| *Winter (November - March)* | |
| First 36,000 Ccfs | $ 0.08217 |
| All additional gas | $ 0.06410 |
| *Summer (April - October)* | |
| First 36, 000 Ccfs | $ 0.05129 |
| All additional gas | $ 0.03399 |
| **UNMETERED GAS LIGHT** | |
| CUSTOMER-PER GAS LIGHT | $ 6.43 |
| **LARGE VOLUME TRANSPORT** | |
| Fixed monthly charge | $ 1,238.36 |
| Add Meter | $ 293.38 |
| EGM | $ 25.00 |
| *Winter (November - March)* | |
| First 36,000 Ccfs | $ 0.05512 |
| All additional gas | $ 0.04300 |
| *Summer (April - October)* | |
| First 36, 000 Ccfs | $ 0.03441 |
| Alladditional gas | $ 0.02280 |
| **LARGE GENERAL TRANSPORT** | |
| Customer charge | $ 195.39 |
| EGM | $ 25.00 |
| Winter (November -March) | $ 0.13268 |
| Summer (April - October) | $ 0.07646 |

| Spire Missouri East | |
|---|---|
| **RESIDENTIAL** | |
| Customer Charge | $ 20.00 |
| Winter billing months (November-April) | $ 0.36538 |
| *Summer billing months (May-October)* | |
| First 50 Ccfs | $ 0.32877 |
| All additional gas | $ 0.39835 |
| **SMALL GENERAL SERVICE** | |
| Customer charge | $ 40.72 |
| Charge for gas per Ccf | $ 0.24021 |
| **LARGE GENERAL SERVICE** | |
| Customer charge | $ 145.43 |
| Charge for gas per Ccf | $ 0.15689 |
| **UNMETERED GAS LIGHT** | |
| Customer charge | $ 6.99 |
| *Lights 3 cubic feet or less* | |
| each initial | $ 5.9811 |
| each additional | $ 3.1433 |
| *Lights in excess of 3 feet* | |
| first 3 cubic ft hourly input rating per light | $ 5.9811 |
| each additional | $ 3.1433 |
| **LP** | |
| Customer charge | $ 20.87 |
| per gallon | $ 0.26 |
| **LARGE VOLUME** | |
| Customer charge | $ 1,063.73 |
| Demand charge | $ 1.12 |
| First 36, 000 Ccfs | $ 0.03008 |
| All additional gas | $ 0.00882 |
| **LARGE VOLUME TRANSPORT** | |
| Customer charge | $ 2,211.60 |
| Block 1 | $ 0.02559 |
| Block 2 | $ 0.01071 |
| Demand | $ 0.61200 |
| Auth Overrun | $ 0.04795 |

**TRANSPORTATION SERVICE**
**TS**

A. Availability:

1. This Tariff shall govern the relationship between the Company, Transportation Service customers, and the Retail Gas Marketers (RGM) who have been granted authority to act on behalf of such customers taking transportation service.

2. Transportation service under this tariff will be made available to eligible customers upon request and subject to the requirements provided below when the Company has sufficient distribution system capacity. If the Company determines that it does not have sufficient distribution system capacity to provide the requested service, it will provide to the customer requesting transportation service a written explanation of its distribution system capacity determination and a preliminary indication of the necessary changes to facilities, the approximate cost and the time required to provide such requested transportation service.

3. Customers eligible for transportation service are: (1) Missouri East commercial or industrial customers utilizing at least 300,000 Ccf of gas annually with a billing demand of at least 1,500 Ccf per day or Missouri West commercial and industrial customers whose annual usage exceeds 30,000 Ccf in the preceding calendar year, and (2) schools receiving transportation service under the Experimental School Transportation Program (STP) tariff schedule.

Starting with the 2023-2024 heating season, Spire agrees to hold an annual customer education workshop, in Missouri East region and Missouri West region, at the beginning of each heating season.

4. Qualifying transportation customers will be added on a first-come, first-served basis up to a maximum of 150 customers statewide per year, but not less than 50 customers (if more than 50 customers apply and qualify for such service). However, in any year, if Spire Missouri determines that it is feasible to convert more customers than specified above, Spire Missouri will do so on a first-come, first-served basis.

5. Telemetry will be required for all non-school customers taking transportation service under this tariff, as set forth in Section I Electronic Gas Measurement Equipment (EGM), the requirements of which are incorporated on Sheet 9.26 and in Sheet 17. Where Sheet 9.26 and Sheet 17 conflict, Sheet 9.26 will control. The cost to provide telemetry will be borne by customers taking transportation service, recovered as a standalone fee or through the transportation class cost of service. The EGM r equipment cost for transportation service customers is $1,500 per meter.

6. Service provided hereunder is subject to the Company’s General Terms and Conditions as approved by the Missouri Public Service Commission.

DATE OF ISSUE: April 1, 2022 DATE EFFECTIVE: May 1, 2022

ISSUED BY: Scott Weitzel, Vice President, Regulatory & Governmental Affairs
Spire Missouri Inc., St. Louis, MO. 63101

**TRANSPORTATION SERVICE**
**TS**

B. Relationships of the Customer, the RGM, and the Company:

1. Customer and Company

a. The Customer purchases delivery services from the Company under this tariff.

b. The Company shall deliver to the Customer volumes of gas which are thermally equivalent to the volumes of gas received by the Company for the Customer, less any amount retained by the Company according to Section E-1 Retainage. During Operational Flow Order (OFO) periods, the gas must be received by the Company at the Citygate location previously agreed to by the Company, the Customer, and the RGM, as discussed in B.1.d.

c. A transportation Customer with average annual usage of 1,000,000 Ccf (or that is a municipal corporation or state-regulated utility) may arrange for its own supply of gas to the Company Citygate solely for its own supply requirements and shall be considered as a RGM under this tariff. Such self-supplying Customer will be prohibited from supplying gas to any other customer and will be treated as a RGM for the purposes of this tariff, and subject to the provisions herein.

d. Upon transportation Customer's acceptance into the transportation class, the Company, Customer, and RGM will determine a Citygate or Citygates for gas to be delivered during OFO periods. The Citygate(s) will be specified in the contract between the Company and each Customer. Only during OFO periods must the RGM deliver gas for the Customer at this Citygate or Citygates. Where a pooling agreement exists, the Company, the Customer, and the RGM must agree on a Citygate, or Citygates, for gas to be delivered during an OFO period. The Company, the Customer, and the RGM shall use commercially reasonable efforts to agree on the fewest Citygates practicable. If the Company, the Customer and the RGM are unable to agree on the Citygate or Citygates, they shall commence the procedure for Alternative Dispute Resolution provided by 20 CSR 4240-2.125. The Company and existing Customers and their respective RGMs shall determine the appropriate Citygate in line with this paragraph each time their contract is renewed.

e. Gas delivered to the Company for transport shall be free from all adverse claims, liens and encumbrances; transportation Customer 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.

f. Company shall not be responsible in any way for damages or claims relating to the customer's gas or the facilities of the customer or others containing such gas prior to receipt into Company's facilities or after delivery to the customer.

g. Title to the Customer's gas shall at all times remain vested in the Customer. Gas transported hereunder shall be delivered to the Company in the State of Missouri, shall be used exclusively by the customer in the State of Missouri and shall not be resold by the Customer.

2. Customer and Retail Gas Marketer (RGM):

a. RGMs provide gas supply to the Customer pursuant to contractual arrangements that are not part of the Company's Tariffs. The Company is not a party to such contractual arrangement with the Customer taking service under this tariff, and the Company shall not be bound by any term, condition, or provision of agreement for such sale.

b. By taking delivery services from the Company and purchasing gas supply from a RGM, a Customer authorizes that the RGM, on the Customer's behalf, will arrange for the procurement of gas, pursuant to these Terms and Conditions.

c.

**TRANSPORTATION SERVICE**
**TS**

2. Customer and Retail Gas Marketer (RGM) (continued):

c. The Customer and RGM must execute an RGM agreement, and must provide the agreement to the Company demonstrating authorization for the RGM to act on Customer's behalf in nominating and managing the delivery of gas to the Company Citygate(s). In the event of an inconsistency between the RGM Agreement and this tariff, the terms of this tariff control.

e.

3. Company and RGM

a. RGMs are not an agent of the Company and shall have no authority to enter into any agreement on behalf of the Company or to amend, modify, or alter any of the Company's tariffs, contracts, or procedures, or to bind the Company by making any promises, representations, or omissions.

b. An RGM arranging for delivery of gas for a Transportation Service Customer must receive Company authorization prior to delivering gas to Company's system, as set forth in section C.1 hereof.

**TRANSPORTATION SERVICE**
**TS**

C. Application for and Commencement of Services by RGMs:

1. Registration with Company by a Retail Gas Marketer (RGM)

Prior to submitting any enrollments to Company or providing any services under this tariff, a RGM must register with the Company as provided for in this section and the Company shall add said RGM to the list of registered RGMs which Company shall maintain on its publicly-accessible website.

(a) The RGM shall comply with all applicable Federal, state, and regional governmental rules, policies, practices, procedures and tariffs for the use, operation, maintenance, safety, integrity, and reliability of the Pipeline transmission system (including the applicable rules and operating guidelines and procedures of the regional or national regulatory body(ies) or organization(s) and their successor and Pipeline contract reservation process).

(b) The RGM shall be deemed to possess sufficient technical capabilities if it maintains a technical staff on duty or on call 24 hours each day to operate and maintain its operations as needed. "Technical staff" for purposes of this section means a staff of trained technical experts in gas supply, nomination changes, advisory or curtailment orders, and interruption plan implementation.

(c) The RGM shall maintain and provide to Company, annually, a telephone number, cell phone number, email address and street address where primary and backup on call personnel can be directly reached at all times. Maintenance of an answering service, or machine, pager, or similar message-taking procedure alone does not satisfy this requirement.

**TRANSPORTATION SERVICE**
**TS**

C. Application for and Commencement of Services by RGMs (Continued):

1. Registration with Company by a Retail Gas Marketer (RGM) (continued)

(d) The RGM may meet the above requirements by entering into one or more contracts with others to provide the required services, provided that each agent and contractor on whom the RGM relies to meet these requirements is disclosed to the Company.

.

**TRANSPORTATION SERVICE**
**TS**

C. Application for and Commencement of Services by RGMs (Continued):

2. Suspension of RGM's Right to Operate under this Tariff

If the Company reasonably believes that an RGM has become insolvent, or has breached an obligation, representation, or warranty contained in the agreement between the RGM and the Company, applicable tariffs or rules, the Company may begin the process of suspending the RGM's right to operate under this tariff.

The Company shall provide the RGM with written notice by certified mail and e-mail of the Company's specific allegations of the RGM's insolvency, or breach of obligation, representation, warranty, tariff or rule. The Company shall declare its intention to obtain authority to suspend the RGM and shall request a meeting with the RGM no less than ten business days after the date of the notice. If the Company and the RGM are unable to resolve the matter, the Company and the RGM shall commence the procedure for Alternative Dispute Resolution provided by 20 CSR 4240-2.125.

3. Revocation of RGM's Right to Operate under this Tariff

If the Company reasonably believes that an RGM's action or inaction could, in the judgment of the Company, affect safety,

the Company will notify the RGM in writing by certified mail and e-mail of the Company's intention to obtain authority to revoke the RGM's right to operate under this tariff. The Company shall provide in its notice with reasonable particularity its specific reasons for the revocation and meet with the RGM within one business day. If the Company and the RGM are unable to resolve the matter within that one business day, the Company shall have authority to suspend the RGM's right to operate under this tariff and the Company and the RGM shall that same day commence the procedure for Alternative Dispute Resolution provided by 20 CSR 4240-2.125 and shall requested Expedited Treatment pursuant to 20 CSR 4240-2.080(14).

DATE OF ISSUE: April 1, 2022 DATE EFFECTIVE: May 1, 2022

ISSUED BY: Scott Weitzel, Vice President, Regulatory & Governmental Affairs
Spire Missouri Inc., St. Louis, MO. 63101

**TRANSPORTATION SERVICE**
**TS**

C. Application for and Commencement of Services by RGMs (Continued):

4. Customers Without an RGM

In the event a transportation Customer has no currently appointed RGM, the Company may at its discretion serve as the Customer's RGM on an interim basis, not to exceed six months. A Customer qualifying under this tariff without a RGM shall pay commodity costs at the higher of the PGA rate or the highest daily incremental utility gas supply purchases, including transportation costs. If a Customer has not been enrolled by a new RGM within six Billing Periods, Customer shall default to the appropriate General Service Rate classification applicable based on the previous twelve (12) months' average for supply service and will not be allowed to return to TS until the next enrollment period.

5. List of Registered RGMs

The Company shall maintain on its publicly-accessible website a list of all RGMs registered to operate under this tariff pursuant to Sheets 9.3 and 9.4.

6. Switching and Termination

A Customer to be represented by a RGM must provide the Company with an RGM Agreement identifying its RGM. This authorization shall be in a form agreeable to the Company and shall remain in effect until a signed replacement is received by the Company. Information contained in the RGM Agreement should be sufficient to ensure that the Customer agrees to change from one gas supply provider to another, and to authorize a RGM access to the data necessary to facilitate such change and/or to provide said services as provided herein.

The RGM may obtain the RGM agreement in an electronic format or the RGM may obtain proper third-party verification of an oral authorization to change gas supply providers.

A Customer may change RGMs and remain on TS by contacting the Company's Business Development Department. A request to change RGMs from a Customer must be received and processed by the Company at least twelve (12) business days but no more than 45 calendar days before the requested termination date. Such TS may only be dropped as of the first day of the next bill period.

**TRANSPORTATION SERVICE**
**TS**

C. Application for and Commencement of Services by RGMs (Continued)

6. Switching and Termination (continued)

RGMs terminating a relationship with a TS customer shall provide the Company with written notice of the discontinuance of the relationship at least ten (10) days prior to termination. Terminations of TS customers by RGMs may become effective only on the first day of a billing cycle.

7. Pooling and Nominations

(a). Establishing an Aggregation Group

(1). The RGM shall establish its customers within each aggregation area into a pool or pools. No single pool may include customers located in more than one of the Company's service territories (i.e. Spire East and West). RGM Customers may not belong to more than one pool, unless the dispersion of a Customer's physical locations necessitates belonging to more than one pool. Customers not assigned to a pool shall be individually balanced.

(2). Changes to Pools: The Company must receive changes to pools, in writing, no later than four business days prior to the end of each month. Changes shall become effective on the first day of the following month except that pools shall be as designated prior to the first effective day of an Operational Flow Order ("OFO") or Period of Curtailment ("POC"). In the event an OFO or POC overlaps the end of one month and the beginning of another, no changes to pools will become effective until the first day of the on the following month without an OFO or POC in effect.

(3). Monthly Imbalances: The RGM aggregating the pool or individual customers not belonging to a pool shall be responsible for clearing the monthly imbalance according to Section E-4, Cash Out.

**TRANSPORTATION SERVICE**
**TS**

C. Application for and Commencement of Services by RGMs (Continued):

7. Pooling and Nominations (Continued)

(b). Nomination Process

All Nominations, including Intraday, shall be provided by the RGM to the Company. Customer may appoint a nominating agent, but the RGM retains responsibility for Nominations as described herein. The Nomination deadlines are as follows:

Nomination Deadlines

Day-Ahead
The RGM desiring a change of Nomination for transportation of Customer-Owned Gas shall notify Company of such change no later than the Timely Cycle, subject to confirmation by the Pipeline.

Intra-Day
The RGM desiring a change in Nomination for transportation of Customer-Owned Gas after the Day-Ahead deadline specified above shall notify Company by Evening Cycle, subject to confirmation by the Pipeline. The Company may accept such change to the RGM's Nomination if the Company determines in its sole discretion that such a change to the Nomination will not adversely impact the operation of the Company's gas system or adversely impact the Company's purchase and receipt of gas for other customers.

Same-Day
The RGM desiring a change in Nomination for transportation of Customer-Owned Gas after the Intra-Day deadline specified above shall notify Company by ID3, subject to confirmation by the Pipeline. Company may accept such change to the RGM's Nomination if the Company determines in its sole discretion that such a change to the Nomination will not adversely impact the operation of the Company's gas system or adversely impact Company's purchase and receipt of gas for other customers.

**TRANSPORTATION SERVICE**
**TS**

D. Rate

For the Eastern Missouri Service Territory

The monthly charge per each separately metered location shall consist of the charges set forth below:

| | |
|---|---|
| Customer Charge - per month | $2211.60 |
| Reservation Charge - per billing demand Ccf | $0.612 |
| Transportation Charge - per Ccf transported (*) | |
| For the first 36,000 Ccf transported per month | $0.02559 |
| For all Ccf transported in excess of 36,000 Ccf | $0.01071 |

Note: Single customers with multiple accounts located on contiguous property
(*) The first block transportation shall collectively apply to no more than 36,000 Ccf of throughput in any month for each separately metered location.

Minimum Monthly Charge – The sum of the Customer Charge and the Demand Charge.

Additional Transportation Charges – For all Ccf transported, the Transportation Charge shall be increased to include the currently effective level of any other non-commodity related gas cost charge per Ccf.

Surcharges and Riders- Service provided hereunder shall be subject to the Infrastructure System Replacement Surcharge (ISRS) as set out on Sheet No. 12 and any license, occupation or other similar charges or taxes as authorized by Sheet No. 14.

Firm transportation charges, from the PGA, to be included in the monthly cash out reconciliation.

**TRANSPORTATION SERVICE**
**TS**

D. Rate (Continued):

For the Western Missouri Service Territory

Net Monthly Bill

The bill for each billing period shall be the sum of the Customer Charge, the Delivery Charge, the Contract Demand Charge, and the monthly EGM Charge of $25.00. Service hereunder is subject to the Infrastructure System Replacement Surcharge (ISRS) in Sheet 12, the Tax Adjustment (TA) schedule in Sheet 14 and other provisions as hereinafter described.

**Large Volume Transport - (usage exceeds 15,000 Ccf for any month during the most recent 12-month period ended February, or that the Company expects will exceed 15,000 Ccf in the following contract year)**

Fixed Monthly Charge: $1238.36 per month

Volumetric Delivery Charge:

For all gas delivered during the billing months of November through March:

$0.05512 per Ccf for the first 36,000 Ccfs delivered, plus
$0.04300 per Ccf for all additional gas delivered.

For all gas delivered during the billing months of April through October:

$0.03441 per Ccf for the first 36,000 Ccfs delivered, plus
$0.02280 per Ccf for all additional gas delivered.

Maximum Delivery Charge: The delivery charge as stated above.

**Large General Transport**

Fixed Monthly Charge: $195.39 per month

Volumetric Deliver Charge:

For all gas delivered during the billing months of November through March:

$0.13268 per Ccf

For all gas delivered during the billing months of April through October

$0.07646 per Ccf

**TRANSPORTATION SERVICE (Spire West)**
**TS**

D. Rate (Continued):

For the Western Missouri Service Territory (Continued)

Minimum Delivery Charge: The higher of the above rate for zero consumption plus applicable adjustments and surcharges, or the minimum as set forth by contract, but subject to the Company's Rendering and Payment of Bills rule contained in Section 6 of the Company's General Terms and Conditions. In no event may the minimum delivery charge be below an amount equivalent to:

Basic service charge plus $0.00053 per Ccf.

Demand related purchase gas costs of $0.86788 per Ccf of contract demand and $0.02853 per Ccf of daily demand for authorized sales in excess of the contract demand are directly chargeable to customers on this rate who elect to utilize the contract demand option. Revenues received from the contract demand option service shall be credited to the ACA account.

Firm transportation charges, from the PGA, to be included in the monthly cash out reconciliation.

For rates applicable to schools that are part of the Experimental School Transportation Program, please reference the STP Tariff Sheet 15.

For All Service Territories

Multiple Meter Customers — When more than one meter is set at a single address or location for the customer's convenience, a Transport customer charge shall be assessed for each of the first two meters. For Western Missouri Service Territory only, each additional installed meter will incur a Fixed Monthly Charge of $293.38. Gas delivered through all meters set at a single address or location will be aggregated for the purpose of calculating the monthly sales or transportation charges. For purposes of applying the monthly cash out provision a transportation customer may aggregate the receipts and deliveries related to all of its facilities, provided that each facility is covered by a separate transportation contract.

Surcharges and Riders- Service provided hereunder shall be subject to the Infrastructure System Replacement Surcharge (ISRS) as set out on Sheet No. 12 and any license, occupation or other similar charges or taxes as authorized by Sheet No. 14.

**TRANSPORTATION SERVICE**
**TS**

D. Rate (Continued)

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. Interest will not apply to the disputed portion of any bill. The late payment charge will not be applied to outstanding balances under $2 or to amounts being collected through a pre-arranged payment agreement with the Company that is kept up-to-date.

Fallback Commodity Rate - In the event the customer is not entitled to have gas delivered to the Company under an existing interstate pipeline transportation contract, or in the event of a zero-monthly nomination, then all deliveries to the customer shall be considered unauthorized use and shall be billed as Unauthorized Use penalties, as defined on Sheets 9.21 and 9.22.

E. Requirements for Transportation Service:

1 Retainage: The gas retained by the Company shall be two percent 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; provided however, that upon agreement of the Company and customer in situations where actual lost and unaccounted for gas attributable to facilities serving the customer may be measured accurately, such actual measurement may be used in lieu of the two percent retainage otherwise provided in this subsection.

2 Daily Quantity of Transportation Service Gas: The Customer will, as nearly as practicable, have delivered to the Company, and shall take redelivery from Company at the same uniform rate. Variations in such deliveries or redeliveries which cause the Company operating problems of any kind shall give the Company the right to discontinue receipts of such gas until such variations are corrected.

**TRANSPORTATION SERVICE**
**TS**

E. Requirements for Transportation Service (Continued):

3 Quality and Pressure of Transportation Service Gas: The gas delivered by a producer, RGM or pipeline to the Company for transportation to the Customer or the Customer's RGM shall conform to the standards prescribed in the Company's applicable rate schedules and General Terms and Conditions and 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. The Company may refuse to receive gas not meeting the quality requirements of Section E-3-a Specifications. 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 those specifications:

(a) Specifications: Unless stated otherwise in specific agreements, gas shall conform to the following specifications:

(i). It shall not contain more than one (1) grain of hydrogen sulfide per 100 cubic feet, nor more than twenty (20) grains of total Sulphur per 100 cubic feet,
(ii). Its temperature shall not exceed 70º Fahrenheit.

(iii). It shall not contain more than seven (7) pounds of water vapor per 10,000 Ccf,
(iv). It shall not contain more than 2% carbon dioxide by volume, nor more than 1% oxygen by volume,
(v). Its BTU content shall be no less than that normally provided or currently flowing from interconnected pipelines, nor less than as provided for in an existing contract for Company's gas from that source.

(b) Determination of Quality: If the Customer or Customer's RGM 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 and any required interconnections. 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.

**TRANSPORTATION SERVICE**
**TS**

E. Requirements for Transportation Service (Continued):

3 Quality and Pressure of Transportation Service Gas: (continued)

(c) Heat Content: 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.

(d) Measuring Heat Content of Gas Received: The heat content of the gas tendered shall be the heat content stated in BTU per cubic foot of all gas received from transporting pipeline(s) into the distribution system.

(e) Measuring Heat Content of Gas Delivered: On the Company's distribution systems served by a single transporting pipeline, the heat content of natural gas stated in BTU per cubic foot shall be the heat content of the gas delivered by the transporting pipeline. For Customers transporting all gas requirements on a single transporting pipeline into a distribution system served by multiple pipelines, the BTU contents of Customers' gas will be the same as the BTU contents of the transporting pipeline. For customers transporting gas on more than one pipeline, into distribution systems served by multiple pipelines, the heat content of gas delivered to Customers shall be calculated utilizing the BTU per cubic foot for each transporting pipeline multiplied by a pro rate share of the delivered transportation gas.

(f) Additional Equipment for Measuring Heat Rate: 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. 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.

**TRANSPORTATION SERVICE**
**TS**

E. Requirements for Transportation Service (Continued):

3 Quality and Pressure of Transportation Service Gas: (continued)

(g) Delivery Pressure of Transportation Service Gas: 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.

4 Cash Out: Monthly volumes of gas delivered to a transportation service customer should, to the extent practicable, match Company's receipts for the Customer less any amount retained by Company according to Section E-1, Retainage. RGMs may balance the aggregated volumes of gas for each pool of customers they represent, according to the terms of Section C-7-a, Establishing an Aggregation Group.

(a) Monthly Cash Out: Differences between deliveries and retainage-adjusted receipts shall be reconciled on a monthly basis between the Company and the Customer or the Aggregated Customers' RGM,

(i) If Company's retainage-adjusted receipts (nomination) for the Customer are less than deliveries (usage) to the Customer, the Customer or the Customer's RGM shall pay:

- 1.0 times the Index Price for each MMbtu of imbalance up to and including 5% of nominations, plus
- 1.2 times the Index Price for each MMbtu of imbalance which is greater than 5%, up to and including 10% of nominations, plus
- 1.4 times the Index Price for each MMbtu of imbalance which is greater than 10% of nominations, plus
- For each MMbtu of imbalance in Western Missouri Service Territory, Southern Star Central's maximum tariff transportation rate, plus the incremental/variable storage withdrawal cost rate.
- For each MMbtu of imbalance in Eastern Missouri Service Territory, Enable MRT's maximum tariff transportation rate, plus the incremental/variable storage withdrawal cost rate.

**TRANSPORTATION SERVICE**
**TS**

E. Requirements for Transportation Service (Continued)

4 Cash Out (continued)

(ii) If Company's retainage-adjusted receipts (nomination) for the Customer exceed deliveries (usage) to the Customer, the Customer or the Aggregated Customers' RGM shall receive:

- 1.0 times the Index Price for each MMbtu of imbalance up to and including 5% of nominations, plus
- 0.8 times the Index Price for each MMbtu of imbalance which is greater than 5% of nominations, up to and including 10%, plus
- 0.6 times the Index Price for each MMbtu of imbalance which is greater than 10% of nominations, plus
- For each MMbtu of imbalance in Western Missouri Service Territory, Southern Star Central's maximum tariff transportation rate, less the incremental/variable storage injection cost rate.
- For each MMbtu of imbalance in Eastern Missouri Service Territory, Enable MRT's maximum tariff transportation rate, less the incremental/variable storage injection cost rate.

(b) Index Price: The index prices for Eastern Missouri Service Territory and Western Missouri Service Territory shall be determined as the higher of the first-of-the-month index prices published in Inside FERC's Gas Market Report for the month immediately following the month in which the imbalance occurred, which for

Western Missouri Service Territory would be the higher of Southern Star Central Gas Pipeline, Inc. (Texas, Kansas, Oklahoma) (If Inside FERC's Gas Market Report does not publish an index price for Southern Star, then the alternate index price approved by FERC for use by Southern Star Central will be substituted) or Panhandle Eastern Pipe Line Company (Texas and Oklahoma).

Eastern Missouri Service Territory would be the higher of Rex, Zone 3 Delivered, Enable Gas, East, or Texas Gas Zone 1 +.05.

**TRANSPORTATION SERVICE**
**TS**

E. Requirements for Transportation Service (Continued)

5. Limitation of Transportation Service and Other Charges: Transportation shall be available only where the gas supply contracts, tariffs and schedules under which the Company obtains its gas supplies permit. Any conditions or limitations on transportation by the Company imposed by such contracts, tariffs and schedules shall be applicable to service hereunder. In the event that this transportation service causes the incurrence of demand charges, standby charges, reservation charges, penalties or like charges from the Company's gas suppliers or transporters, which charges are in addition to charges for gas actually received by the Company, such charges shall billed to the Customer in addition to amounts for service rendered hereunder.

F. Priority of Service

1. Operational Flow Orders: The Company may issue Operational Flow Orders (OFOs) to Transportation Customers as is reasonably necessary to protect the integrity of its system, or any portion thereof and/or to ensure compliance with the requirements of upstream pipeline company OFOs. Any OFO, along with associated conditions and penalties, shall be limited as practicable to address only the problem(s) giving rise to the need for the OFO. During OFO periods, the Company may also require RGMs to deliver gas to the Citygate delivery location or locations as specified in Sheet 9.1.B.1.d. When conditions are forecast to occur that may result in the need to initiate an OFO, such as extreme weather, the Company may, if reasonable, issue an operational alert to provide notice of a potential OFO period. The Company will provide notice in accordance with Section F.3. Notice of an OFO shall specify the problem giving rise to the need for the OFO, the anticipated duration of the required compliance and the parameters of such compliance. In the OFO notice, the Company may also instruct all Customers or RGMs served through a given interstate pipeline segment, on a distribution system, or any portion thereof, or any individual RGM or Customer to control their usage to avoid either Under-Deliveries or Over-Deliveries. The Company will specify in the OFO notice whether customers or RGMs are required to avoid Under-Deliveries, Over-Deliveries, or both. The Company may issue an OFO and/or POC to preemptively avoid threats to the integrity of its distribution system and need not wait until adverse conditions on its distribution system are occurring. Threats to the integrity of the Company's distribution system may include but are not limited to, exceeding the maximum allowable operating pressure of the distribution system segment, loss of sufficient line pressure to meet distribution system delivery obligations, or other conditions which may cause the Company to be unable to deliver natural gas consistent with its tariffs. Conditions relevant to compliance with the requirements of upstream pipelines may include, but are not limited to, 1) situations where relevant Company resources are being used at or near their maximum tariff or contractual limits; and, 2) situations where actions are necessary to comply with a relevant OFO or the functional equivalent of a relevant upstream pipeline OFO, Critical Notice or force majeure. Company's actions with respect to its OFOs shall be reasonable, non-discriminatory, and consistent with the Company's tariffs and Commission rules. If conditions requiring an OFO will extend beyond the duration stated in the notice of the OFO, the Company shall issue successive OFOs as reasonably necessary. If Customer action or inaction gives rise to the need for the OFO, the Company will use reasonable efforts to identify and contact the specific Customer(s) causing the conditions that give rise to the need for the OFO and attempt to remedy those problems through requests for voluntary action; provided, however, exigent circumstances may

exist which require issuance of an OFO without attempting to identify and contact the Customer(s). Upon termination of an OFO, the Company will post on its website that the particular OFO has been lifted.

**TRANSPORTATION SERVICE**
**TS**

F. Priority of Service (Continued)

1 Operational Flow Orders: (continued)

(a) Standard OFO: A Standard OFO shall require the customer to take, during a period specified by the Company, or, at the Company's option, for the duration of any upstream OFO period, preemptive or preventive actions and/or measures in order to neutralize or reduce threats to, or to otherwise preserve the integrity of all or a portion of Company's system or as necessary to insure compliance with the requirements of upstream pipeline companies. If the OFO issued by the Company expires prior to the resolution of the event causing the OFO, the Company shall issue successive OFOs of specified duration until the event is resolved.

(b) Emergency OFO: An Emergency OFO shall require the customer to take immediate actions and/or measures in order to neutralize or reduce threats to, or to otherwise preserve the integrity of all or a portion of Company's system or as necessary to ensure compliance with the requirements of upstream pipeline companies.

(c) Authorized Usage: A transportation service customer's authorized usage during an OFO shall be equal to that customer's daily retainage-adjusted confirmed nomination in MMbtus.

(d) Interrupted Supply: On any day on which a transportation service customer's supply is partially or totally interrupted for any reason, that customer's authorized usage shall be limited to the retainage-adjusted confirmed nomination in MMbtus being delivered to Company on behalf of that customer.

(e) The Company will not apply an OFO penalty to a Transportation Customer whose conduct during an OFO is compliant with the OFO or Company directives.

(f) Curtailment of Transportation Service: A transportation service customer shall not be required to curtail as long as the customer's gas is delivered to Company's delivery system and the Company's system capacity is adequate to make deliveries to such customer.

ISSUED BY: Scott Weitzel, Vice President, Regulatory & Governmental Affairs
Spire Missouri Inc., St. Louis, MO. 63101

**TRANSPORTATION SERVICE**
**TS**

F. Priority of Service (Continued)

2. Period of Curtailment: Curtailment may be initiated due to a supply deficiency or limitation of pipeline capacity or a combination of both. The Company may require its sales service and transportation service customers to limit, in whole or in part, their use of Company's facilities during a Period of Curtailment (POC).

(a) Authorized Usage: The Company shall, at its sole discretion, authorize customers a usage level which is appropriate to the conditions of the POC.

(b) Curtailment Priority: Curtailment priority shall be as set forth in the Company's Emergency Curtailment Plan (ECP) (Sheet R-17). In the event of a conflict between this tariff and the ECP, the ECP shall control.

(c) Physical Curtailment Authorized: After reasonable attempts to contact a transportation customer not complying with the ECP, the Company shall have the right to physically interrupt the flow of gas to any transportation customer to effectuate a POC.

(d) Exception to Curtailment Priority: The Company may deviate from the ECP when reasonably exercising its discretion, curtailing lower priority category customers would not be useful in maintaining deliveries to the higher priority customers.

(e) 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 Company's failure to deliver all or any portion of the volumes of gas desired by a customer or group of customers during an OFO and/or POC. The Company's relief shall apply if curtailment is according to these General Terms and Conditions or any other orders or directives of duly constituted authorities including, but not limited to, the Missouri Public Service Commission.

DATE OF ISSUE: April 1, 2022 DATE EFFECTIVE: May 1, 2022

ISSUED BY: Scott Weitzel, Vice President, Regulatory & Governmental Affairs
Spire Missouri Inc., St. Louis, MO. 63101

**TRANSPORTATION SERVICE**
**TS**

F. Priority of Service (Continued)

3 Notice of Operational Flow Orders (OFOs) and Periods of Curtailment (POC) shall be provided as far in advance as practicable and prospectively may be changed by the Company upon reasonable advance notice as conditions warrant. Where practicable, notice shall be issued by 12 noon Central time and will be effective the second day after issuance, thereby providing time for Transportation Customers to adjust their nominations in accordance with the OFO or POC. The Company may make OFOs or POCs effective with a shorter notice if necessary to protect the integrity of its system and/or where such actions are necessary to ensure compliance with the requirements of upstream pipeline companies, and in such cases shall permit Transportation Customers to adjust nominations as necessary to reasonably comply with the OFO or POC.

Notice shall be given to each affected customer in writing, in the manner elected by the Customer or its RGM in the agreement with Company, or, where reasonable under the circumstances, by telephone, text message, or in person. Notification of the Customer's RGM shall fulfill the requirement of this paragraph. During emergency situations, such that providing notice to Customers by one of the previously identified methods is not practicable or possible, the Company may use commercial radio and/or television to notify customers.

The Company will also make every reasonable effort to provide direct notification by electronic or telephonic means to each affected customer.

Notice of an OFO or POC shall specify the general nature of the problem sought to be addressed, the anticipated duration of the required compliance, and the parameters of such compliance. Upon termination of an OFO or POC, the Company will post on its website that the particular OFO or POC has been lifted with a time and date stamp on the posting.

Spire Missouri Inc., St. Louis, MO. 63101

**TRANSPORTATION SERVICE**
**TS**

F. Priority of Service (Continued)

4 Unauthorized Deliveries: Over-Deliveries and/or Under-Deliveries which vary from customer’s authorized usage level under an OFO or during a POC, shall be subject to the penalties described in this tariff and Company’s rules and regulations Penalties for Unauthorized Usage.

(a) Individual Customers: Unauthorized Deliveries for individually balanced customers shall be calculated by comparing each customer’s retainage-adjusted confirmed nominations with actual usage less contract demand.

(b) Pools: Unauthorized Deliveries for pools subject to aggregated balancing as defined under Section C.7.a, Establishing an Aggregation Group, shall be calculated by comparing the group members’ total retainage-adjusted confirmed nominations with their total actual usage less contract demand.

(c) Meter Reading: Actual usage during an OFO shall normally be provided by electronic gas measurement (EGM) equipment. If Company is unable to obtain data from a customer’s EGM device, the customer’s usage shall be determined by actual meter reads.

(d) Refusal to Comply: Company may physically interrupt flow or refuse to accept the nomination of a customer which endangers system stability and/or safety by continuing to incur Unauthorized Deliveries.

**TRANSPORTATION SERVICE**
**TS**

F. Priority of Service (Continued)

5 Penalties for Unauthorized Usage: A customer or pool's unauthorized usage under an OFO or during a POC shall cause the incurrence of penalties, unless the Company, any Customer or any RGM elects to apply to the Commission for waiver of said penalties for good cause shown, which authority is herein expressly granted. Such application for waiver of penalties shall be in the form set forth in 20 CSR 4240-2.060(4), and shall provide a complete justification setting out the good cause for granting the waiver. All amounts billed for unauthorized use charges will be considered as gas cost recovery and will be used in the development of the gas cost recovery amount during the ACA audit as set forth in the Purchased Gas Adjustment schedule (PGA).

(a) Tolerance Levels: Penalties shall be assessed:

(i) During an OFO or POC, when Unauthorized Over-Deliveries to meters exceed 5% of authorized daily delivery levels.

(ii) During an OFO, when Unauthorized Under-Deliveries to meters exceed 5% of authorized daily delivery levels.

(b) Index Price: The index price shall be determined as the highest delivered cost of the published daily midpoint price stated on S&P Platt's Gas Daily for each OFO day for:

Western Missouri Service Territory:
Southern Star Central Gas Pipeline, Inc. (Texas, Kansas, Oklahoma) (If Platt's does not publish an index price for Southern Star, then the alternate index price approved by FERC for use by Southern Star Central will be substituted.)
And
Panhandle Eastern Pipe Line Company (Texas and Oklahoma)

Eastern Missouri Service Territory:
REX, Zone 3 delivered
And
Texas Gas, zone 1
And
Enable Gas, East

DATE OF ISSUE: April 1, 2022 DATE EFFECTIVE: May 1, 2022

ISSUED BY: Scott Weitzel, Vice President, Regulatory & Governmental Affairs
Spire Missouri Inc., St. Louis, MO. 63101

**TRANSPORTATION SERVICE**
**TS**

F. Priority of Service (Continued)

5 Penalties for Unauthorized Usage (Continued)

(c) Penalties during POCs shall be:
(i) The greater of $10 or 5 times the daily midpoint stated on S&P Platt's Gas Daily Index for the highest of all the indices stated above for each day of the POC, for each MMbtu of Unauthorized Over Delivery that exceeds the Tolerance Levels set in Section F-5-a Tolerance Levels but is no greater than 10% of the authorized delivery level for the customer or the aggregated balancing group, and

(ii) The greater of $20 or 10 times the daily midpoint stated on S&P Platt's Gas Daily Index for the highest of all the indices stated above for each day of the POC, for each MMbtu of Unauthorized Over Delivery in excess of 10% of the authorized delivery level for the customer or the aggregated balancing group.

(d) Penalties during OFOs: Penalties for Unauthorized Over-deliveries or Under-deliveries shall be calculated as follows:

(i) Standard OFO Penalties: For each day of the Standard OFO, the greater of $5 or 2½ times the daily midpoint stated on S&P Platt's Gas Daily Index for the highest of all the indices listed above times the MMbtu of Unauthorized Over- or Under-deliveries that exceed the tolerance level applicable under Section F-5-a Tolerance Levels.

(ii) Emergency OFO Penalties: For each day of the Emergency OFO, the greater of $10 or 5 times the daily midpoint stated on S&P Platt's Gas Daily Index for the highest of all the indices listed above times the MMbtu of Unauthorized Over-or Under-deliveries that exceed the tolerance level applicable under Section F-5-a Tolerance Levels

(e) Responsibility for Payment: Unauthorized Over- or Under-Delivery Penalties for individually balanced Customers shall be billed to and collected from the applicable Customer. Unauthorized Over- or Under- Delivery Penalties for pools shall be billed by the Company to the aggregated customer(s) identified as the customer or customers that caused the Over- or Under-Delivery Penalties based upon the telemetry data. Notwithstanding any other nomination provision to the contrary, RGMs shall assign daily nominations by customer within each pool nomination for the OFO/POC period. In the event Company does not receive such customer-level nominations to render timely bills, Company may bill such penalties to the RGM for apportionment among its customers. Customers will continue to have sole financial responsibility to Spire for all charges on the account.

DATE OF ISSUE: April 1, 2022 DATE EFFECTIVE: May 1, 2022

ISSUED BY: Scott Weitzel, Vice President, Regulatory & Governmental Affairs
Spire Missouri Inc., St. Louis, MO. 63101

**TRANSPORTATION SERVICE**
**TS**

6. Tariff Revisions to Address Market Changes

In the event KGS or SSC amends its respective tariff regarding OFO/POC penalties, the Company, any Customer, any RGM, the Staff of the Missouri Public Service Commission or the Office of Public Counsel is hereby authorized to initiate a workshop docket with the Missouri Public Service Commission for the purpose of examining the OFO/POC penalties herein.

G. General Terms & Conditions

Service hereunder is further subject to the following terms and conditions as approved by the Missouri Public Service Commission:

1. General Terms and Conditions (GTC).
2. Purchased Gas Cost Adjustment (PGA).
3. Electronic Gas Measurement Equipment (EGM).
4. Tax Adjustment (TA).
5. Experimental School Transportation Program (STP)
6. Infrastructure System Replacement Surcharge (ISRS)
7. Emergency Curtailment Plan

**TRANSPORTATION SERVICE**
**TS**

H. Definitions

1. The following terms when used in this tariff, in the Contract and in transactions relating to such tariff or contract shall have the following meanings:

1.1 A “day” shall be a period of twenty-four (24) consecutive hours commencing at nine o’clock (9:00) a.m. Central Clock Time (“CT”).

1.2 A “month” shall be a period of one calendar month commencing at nine o’clock (9:00) a.m. CT on the first day of such month.

1.3 A “year” shall be a period of three hundred sixty-five (365) consecutive days commencing and ending at nine o’clock (9:00) a.m. CT, provided that any such year which contains the date of February 29 shall consist of three hundred sixty-six (366) consecutive days.

1.4 The term "thermally equivalent quantities" shall mean two or more measured volumes of gas having the same heat content. Any reference to "quantities" of gas shall mean thermally equivalent quantities of gas.

1.5 The term "Transporter" shall mean any natural gas interstate or intrastate pipeline company identified in any transportation arrangement under which the Company is to receive customer-owned gas for delivery to such customer.

1.6 The term "transportation" shall mean the transmission, exchange or displacement of natural gas by the Company.

1.7 The term "Receipt Point(s)" shall mean the point or points specified in the Contract where the Company agrees to receive gas for transportation for the account of a specified Customer.

1.8 The term "Delivery Point(s)" shall mean the point or points specified in the Contract where the Company agrees to deliver gas transported or sold to a specified Customer.

1.9 The term "taxes" shall mean any tax, fee or charge now or hereafter levied, assessed or made by any governmental, municipal or other lawful taxing authority on the gas itself or on the act, right or privilege of producing, severing, gathering, transporting, handling, selling or delivering gas, however such taxes are measured and/or levied.

**TRANSPORTATION SERVICE**
**TS**

H. Definitions (Continue)

1.10 The term “CityGate” shall mean the location at which gas changes ownership or transportation responsibility from a pipeline to a local distribution company or gas utility.

1.12 The terms “timely cycle”, “evening cycle” and “IntraDay 3” shall mean the start times designated by FERC in its then current Order on the subject.

I. Electronic Gas Measurement Equipment (EGM)

EGM equipment will be required for natural gas service supplied to transportation customers. EGM equipment will be required on all meters necessary to record 100% of the customer's annual natural gas usage at customer's location.

For safety, billing, and efficiency-related reasons, the Company will install, own and operate all EGM equipment. Such equipment will provide for the on-site measurement of natural gas consumed by the customer. The Company agrees to provide a data link or contact closure from the Company's EGM equipment to the Customer at the meter site so Customer and its RGM can receive data in the same time and fashion that is available to the Company. At the Customer’s request, Company will inspect and evaluate Customer's connection to the Company-owned EGM equipment during normal Company working hours. The Company will also provide and bill the Customer the actual cost for any requested assistance beyond maintenance to the Company EGM equipment connection.

The Customer is required to provide adequate space for the installation of the EGM equipment and shall provide and maintain, at its cost, electric power and telephone and/or data circuitry according to the Company’s EGM standards. Electric power and telephone connection locations shall be mutually agreed to by Company and the Customer. Failure to provide power and telephone will be considered non-compliance with the EGM obligation and transportation service will be terminated within 30 days written notice to the Customer. The Customer will be placed into the appropriate rate schedule based on annual consumption. A minimum of twelve (12) months must pass for the Customer to again qualify for the transportation service. The Customer will also be required to comply with the EGM requirements before being moved to the transportation rate schedule.

**TRANSPORTATION SERVICE**
**TS**

**I**. Electronic Gas Measurement Equipment (EGM)

Definitions

Meter Site:

A gas metering facility that serves a single or multiple contiguous meter runs at one location. Meters must be within a 50 foot radius to be considered contiguous.

Instrument Point:

A metering device which provides a record of the flow of natural gas into the Customer's premises. There may be multiple instrument points at a single meter site.

Other Provisions

Company will endeavor to coordinate the installation of all facilities required herein with customer as soon as practicable following the effective date of this tariff. Cost of telemetry will be borne by transportation customers. Company will permit customer to finance the EGM equipment over a three (3) year period at 5% per annum.

In the event that the EGM equipment should fail, mechanical uncorrected readings will be used, except for Orifice meter installations where historical data will be used to estimate billing data as provided in the Company's Rules and Regulations Usage Estimating Procedure.

Customer shall hold Company harmless from all claims for trespass, injury to persons, or damage to lawns, trees, shrubs, buildings or other property that may be caused by reason of the installation, operation, or replacement of the EGM equipment or Customer connection and other necessary equipment to serve the Customer unless it shall affirmatively appear that the injury to persons or damage to property complained of has been caused by willful default or negligence on the part of the Company or its accredited personnel.

**STATE OF MISSOURI**

**OFFICE OF THE PUBLIC SERVICE COMMISSION**

**I have compared the preceding copy with the original on file in this office and I do hereby certify the same to be a true copy therefrom and the whole thereof.**

**WITNESS my hand and seal of the Public Service Commission, at Jefferson City, Missouri, this 30th day of November, 2022.**

Morris L Woodruff

**Morris L. Woodruff**
**Secretary**

## *MISSOURI PUBLIC SERVICE COMMISSION*

## *November 30, 2022*

**File/Case No. GR-2022-0179**

**Missouri Public Service Commission**
Staff Counsel Department
200 Madison Street, Suite 800
P.O. Box 360
Jefferson City, MO 65102
staffcounselservice@psc.mo.gov

**Office of the Public Counsel**
Marc Poston
200 Madison Street, Suite 650
P.O. Box 2230
Jefferson City, MO 65102
opcservice@opc.mo.gov

**City of Kansas City, Missouri**
Matt Gigliotti
414 E. 12th St., 2300 City Hall
Kansas City, MO 64106
matthew.gigliotti@kcmo.org

**Clearwater Enterprises, L.L.C.**
Stephanie S Bell
308 East High Street, Suite 300
Jefferson City, MO 65101
sbell@ellingerlaw.com

**Clearwater Enterprises, L.L.C.**
Marc H Ellinger
308 E. High Street, Ste. 300
Jefferson City, MO 65101
mellinger@ellingerlaw.com

**Constellation NewEnergy-Gas Division, LLC**
Joshua Harden
1010 W Foxwood Dr.
Raymore, MO 64083
jharden@collinsjones.com

**Consumers Council of Missouri**
John B Coffman
871 Tuxedo Blvd.
St. Louis, MO 63119-2044
john@johncoffman.net

**Midwest Energy Consumers Group**
Tim Opitz
308 E. High Street, Suite B101
Jefferson City, MO 65101
tim.opitz@opitzlawfirm.com

**Missouri Industrial Energy Consumers (MIEC)**
Diana M Plescia
130 S. Bemiston, Suite 200
St. Louis, MO 63105
dplescia@chgolaw.com

**Missouri Public Service Commission**
Curtis Stokes
200 Madison Street, Suite 800
P.O. Box 360
Jefferson City, MO 65102
curtis.stokes@psc.mo.gov

**Missouri School Boards' Association**
Richard S Brownlee III
3427 Flanders Road
Jefferson City, MO 65109
rbrownlee@rsblobby.com

**Missouri School Boards' Association**
Terry M Jarrett
306 Monroe St.
Jefferson City, MO 65101
terry@healylawoffices.com

**Office of the Public Counsel**
John Clizer
200 Madison Street, Suite 650
P.O. Box 2230
Jefferson City, MO 65102
john.clizer@opc.mo.gov

**Spire**
Matthew Aplington
700 Market Street
Saint Louis, MO 63101
matt.aplington@spireenergy.com

**Spire**
J. Antonio Arias
700 Market Street, 6th Floor
St. Louis, MO 63101
antonio.arias@spireenergy.com

**Symmetry Energy Solutions, LLC**
Douglas Healy
3010 E. Battlefield, Suite A
Springfield, MO 65804
doug@healylawoffices.com

**Symmetry Energy Solutions, LLC**
Peggy A Whipple
3010 East Battlefield, Suite A,
Springfield, MO 65804
Springfield, MO 65804
peggy@healylawoffices.com

**Vicinity Energy Kansas City, Inc.**
James D Lawrence
1200 Main Street, Suite 3800
Kansas City, MO 64105-2100
jdlawrence@bclplaw.com

**WoodRiver Energy, LLC**
Jeff Austin
1221 West 103rd St.
Kansas City, MO 64114
jeff@austinlawpa.com

**WoodRiver Energy, LLC**
Alex Goldberg
1196 S. Monroe St.
Denver, CO 80210
alexgoldberg@eversheds-sutherland.us

***Enclosed find a certified copy of an Order or Notice issued in the above-referenced matter(s).***

***Sincerely,***

Morris L Woodruff

***Morris L. Woodruff***
***Secretary***

Recipients listed above with a valid e-mail address will receive electronic service. Recipients without a valid e-mail address will receive paper service.