

Spire Missouri Inc. 700 Market Street St. Louis, MO 63101

**VIA ELECTRONIC MAIL** 

December 11, 2020

Secretary Morris Woodruff Missouri Public Service Commission 200 Madison Street Jefferson City, Missouri 65101

# **RE: Case No. GR-2021-0108**

# Dear Secretary Woodruff,

On behalf of Spire Missouri Inc. ("Company" or "Spire"), I am transmitting herewith for electronic filing in Case No. GR-2021-0108 tariff sheets which set forth proposed rate schedules and charges, and Exhibit No. 1, which contains (1) a listing and designation of the tariff sheets, and (2) the tariff sheets themselves.

The charges listed in Spire's tariffs sheets are designated to produce a net increase in its base distribution rates of approximately \$65 million. In addition to this net increase, the Company is also requesting rebasing of approximately \$47 million of Infrastructure System Replacement Surcharge ("ISRS"), which is already being recovered in rates.

The proposed rate increase is necessary to recover non-ISRS investments made by Spire to better serve our customers, as well as to reflect increases in certain costs, since our last general rate case which was filed in 2017 and concluded in 2018. Through the course of this case, we look forward to demonstrating the incredible value of natural gas as an energy source. We will also illustrate how these investments further our commitment to our customers, Missouri communities, and the environment.

The proposed revenue increase, expressed as a percentage of total revenues (including gas revenues), varies by rate schedule. The effect of the proposed rates on the Company's residential customers would be to raise the bill of a typical heating customer by an average of approximately \$3.28 per month. Even with this increase, we're proud that average customer bills will remain lower than they were fifteen years ago.

Within the rate schedules, the allocated increase is recovered through increased usage and demand charges where applicable, as well as increases in the customer charges applicable to Spire's various rate classes. There are, of course, numerous rate designs that may be used to recover revenues and implement rate increases. Additional information regarding the proposed general rate increase and

other proposed changes are contained in Exhibit No. 2, which contains the Minimum Filing Requirements specified by 20 CSR 4240-3.030(3)(B) of the Commission's Rules ("Rules").

Spire is also filing its direct testimony today, in accordance with 20 CSR 4240-2.065(1) of the Rules. Testimony will be provided by the following witnesses: Scott Carter, Scott Weitzel, Wesley Selinger, Michelle Antrainer, Trisha Lavin, Timothy Krick, Charles Kuper, Alicia Mueller, Shaylyn Dean, Dylan D'Ascendis, Tim Lyons, and Alan Felsenthal. Spire is also submitting a depreciation study in this proceeding.

The Company understands, as should all other interested parties, that the Commission's review of these filing will involve significant discussions, which could result in a substantial change in the way in which the Company recovers its costs. Spire welcomes and looks forward to those discussions.

The tariff sheets filed herewith contain an issue date of December 11, 2020, with a proposed effective date of January 10, 2021. A copy of the entire filing will be provided to the Commission Staff and to the Office of the Public Counsel, in accordance with the Rules.

A copy of all correspondence, notices, orders and other communications in connection with this matter should be furnished to Lew Keathley, Spire's Senior Regulatory Analyst, 700 Market Street, St. Louis, MO 63101 (lew.keathley@spireenergy.com), and to the undersigned counsel for Spire. All data requests directed to Spire in this proceeding should also be delivered to datarequests@spireenergy.com.

We look forward to working with Commission Staff and all other intervenors throughout this proceeding.

Sincerely,

Matthew Aplington General Counsel 314.342.0785 matt.aplington@spireenergy.com

Goldie T. Bockstruck Associate General Counsel 314-342-0533 goldie.bockstruck@spireenergy.com

cc:

Commission Staff Office of the Public Counsel

### **Spire Missouri**

### Listing and Designation of Tariff Sheets Issue Date: December 11, 2020 Effective Date: January 10, 2021

#### **Applicable to Spire Missouri Inc.**

- P.S.C. MO. No. 9 Original Sheet 1 Service Areas
- P.S.C. MO. No. 9 Original Sheet 2 Residential Gas Service ("RS")
- P.S.C. MO. No. 9 Original Sheet 3 Small General Gas Service ("SGS")
- P.S.C. MO. No. 9 Original Sheet 4 Large General Gas Service ("LGS")
- P.S.C. MO. No. 9 Original Sheet 5 Transportation Service ("TS")
- P.S.C. MO. No. 9 Original Sheet 6 Unmetered Gaslight Service ("UG")
- P.S.C. MO. No. 9 Original Sheet 7 Seasonal Service ("SS")
- P.S.C. MO. No. 9 Original Sheet 8 General L.P. Gas Service ("LP")
- P.S.C. MO. No. 9 Original Sheet 9 Growing Missouri Program ("GMP")
- P.S.C. MO. No. 9 Original Sheet 10 Rate Normalization Adjustment ("RNA")
- P.S.C. MO. No. 9 Original Sheet 11 Purchased Gas Cost Adjustment ("PGA")
- P.S.C. MO. No. 9 Original Sheet 12 Infrastructure System Replacement Surcharge ("ISRS")
- P.S.C. MO. No. 9 Original Sheet 13 Renewable Natural Gas Program ("RNG")
- P.S.C. MO. No. 9 Original Sheet 14 Billing, Charges, or Taxes
- P.S.C. MO. No. 9 Original Sheet 15 School Transportation Program ("STP")
- P.S.C. MO. No. 9 Original Sheet 16 Miscellaneous Charges
- P.S.C. MO. No. 9 Original Sheet 17 Returned Payment and Service Charges
- P.S.C. MO. No. 9 Original Sheet 18 Meter Test and Excess Flow Value Charges
- P.S.C. MO. No. 9 Original Sheet 19 Spire On-Bill Financing ("SOBF")

SPIRE MISSOURI		
AGGREGATE ANNUAL INCREASE		
For Test Year October 2019 - September 2020		
Current Annual Aggregate Distribution Revenues	\$	570,537,909
Annual Gas Costs	\$	509,764,256
Total Current Annual Aggregate Revenues	\$	1,080,302,165
Total Annual Increase	\$	111,475,389
Current Annual ISRS Revenues	\$	47,292,973
Net Incremental Annual Increase	\$	64,182,416
Net Inremental Annual Increase %		5.94%
*After taking into account current ISRS revenues being recovered		

SPIRE MISSOURI AVERAGE CHANGE REQUESTED For Test Year October 2019 - September 2020				
	%		\$	
Res - Average MO	5.55%	\$	3.28	Per Month
SGS - Average MO	7.59%	\$	111.00	Per Month
LGS - Average MO	7.03%	\$	963.00	Per Month
Transport - Average Mo	19.31%	\$	10,695	Per Month
*After taking into account current ISRS revenues being recovered and impact of proposed combined PGA for SGS and LGS				

SPIRE MISSOURI ANNUAL AGGREGATE CHANGE For Test Year October 2019 - September 2020			
	%	\$	
Residential Class	5.55% \$	43,337,460	Per Year
Small General Service Class ("SGS")	7.59% \$	7,292,075	Per Year
Large General Service Class ("LGS")	7.03% \$	8,135,544	Per Year
Transportation Class	19.31% \$	5,796,634	Per Year
*After taking into account current ISRS revenues being recovered and impact of proposed combined PGA for SGS and LGS			

### **COUNTIES AND COMMUNITIES AFFECTED BY FILING**

City of St. Louis **Airport Drive** Alba Alma Anderson Annapolis Armstrong Arnold Ash Grove Aurora Avondale **Baldwin Park** Ballwin Barnhart **Bates City Bella Villa Bellefontaine Neighbors Bellerive Bel-Nor Bel-Ridge** Belton **Berkeley Beverly Hill Billings** Birmingham Blackburn **Black Jack Blue Springs Bonne Terre Breckenridge Hills** Brentwood **Bridgeton Bridgeton Terrace Buckner Butterfield Byrnes Mill Calverton Park Camden Point** Cameron **Carl Junction** Carrollton

Carterville Carthage **Cass County** Cassville Centerview Champ Charlack Chesterfield Clarksburg **Clarkson Valley** Claycomo Clayton Cleveland Clever Concordia **Cool Valley** Corder Cottleville **Country Club Hills Country Club Village Country Life Acres** Crane Crestwood **Creve Coeur** Crowder **Crystal City Crystal Lake Park Dardenne** Prairie Dearborn Dellwood **Dennis Acres** Desloge DeSoto **Des Peres** Diamond Drexel Duenweg Duquesne East Lynne Edgerton Edmundson

**El Dorado Springs** Ellisville Elvins Ellisville Emma Ester Eureka **Excelsior Springs** Exeter Farmington **Fayette** Fenton Ferguson Ferrelview Festus **Flat River Flordell Hills** Florissant Fredericktwon Freeman Friestatt Frontenac Garden City Gladstone Glendale Glen Echo Park Glenaire Grantwood Village Greendale **Green Park Golden City** Goodman Gower Grain Valley Grandview Grayson Greenfield Greenwood Hanely Hills Harrisonville Hazelwood

# **COUNTIES AND COMMUNITIES AFFECTED BY FILING**

Herculaneum High Ridge Higginsville Hillsboro Hillsdale Holden Holt House Springs Houston Lake Houstonia Hughesville Huntleigh Independence Jasper Jennings Jerico Springs Joplin Kansas City Kearney Kimmswick Kinloch Kingsville Knob Noster Kirkwood Labadie Ladue La Monte Lake Lotawana Lake St. Louis Lake Tapawingo Lake Waukomis Lake Winnebago Lakeshire Lamar Lamar Heights Lanagan Lathrop Lawson Leawood Leadington

Leadwood Lee's Summit Liberty Lockwood Lone Jack Mackenzie Manchester Maplewood Marlborough Marionville Maryland Heights Moline Acres Monett Mosby Mount Leonard Mount Vernon Neck City Neosho New Market Nixa Noel Norborne Normandy North Kansas City Northmoor Northwoods Norwood Court Oak Grove Oak Grove Village Oakland Oaks Oakview Oakwood Oakwood Park O'Fallon Odessa Olivette Osborn Overland Ozark

Pacific Pagedale Park Hills Parkville Pasadena Hills Pasadena Park Peculiar Pevely Pierce City Pilot Grove Pilot Knob Pine Lawn Pineville Platte Woods Pleasant Hill Pleasant Valley Poplar Bluff Prathersville Purcell Purdy Randolph Raymore Raytown Redings Mill Republic **Richmond Heights River Bend** Riverside Riverview Rock Hill Saginaw Sarcoxie Savannah Seneca Sheldon Shoal Creek Silver Creek Slater Smithfield Smithville

# **COUNTIES AND COMMUNITIES AFFECTED BY FILING**

Southwest City St. Albans St. Ann St. Charles St. Clair St. Genevieve St. John St. Joseph St. Paul St. Peters Scotsdale Shrewsbury Stewartsville Stockton Sugar Creek Sullivan Sunset Hills Sweet Springs Sycamore Hills Tipton Town & Country Trimble Twin Oaks Turney Union University City **Uplands** Park Valley Park Velda City Velda Village Hills Verona Vinita Park Vinita Terrace Walnut Grove Warrensburg Warson Woods Washington Waverly Weatherby Lake Webb City

Webster Groves Weldon Spring Weldon Spring Heights Wellston Wentworth Wentzville West Sullivan Westwood Wheaton Whiteman Air Force Wilbur Park Wildwood Willard Winchester Windsor Wood Heights Woodson Terrace **COUNTIES AFFECTED BY FILING** Andrew Barry Barton **Bates** Buchanan **Butler** Carroll

Cass

Clay

Clinton

Cooper Crawford

Dade

Dekalb

Greene

Henry

Franklin

Cedar

Christian

Howard Iron Jackson Jasper Jefferson Johnson Lafayette Lawrence

Madison McDonald Moniteau Newton Pettis Platte Ray Saline Stone St. Charles St. Charles St. Francois Ste. Genevieve St. Louis Vernon Warren

# **Spire Missouri**

# Number of Customers Affected Category of Service and Rate Classifications Test Year October 2019 – September 2020

Residential	1,101,532
Small General Service	65,800
Large General Service	8,452
Transportation	542
Gas Lighting	75
General L.P.	36
Total Spire Missouri Customers	1,176,437

### **REASONS FOR PROPOSED RATE AND TARIFF CHANGES**

The proposed rate increase is necessary generally to recover investments made by Spire to serve its customers since its last general rate case, which was filed in April 2017 and concluded in March 2018. These investments have allowed the Company to better service its customers through technology systems and distribution system enhancements. These investments are not associated with the investments made by the Company under the Infrastructure System Replacement Surcharge (ISRS).

These tariffs also re-base ISRS revenues previously approved by the Missouri Public Service Commission (Commission) in accordance with the ISRS statute. Such rebasing of ISRS revenues will not have an effect on the Company or its customers, as these revenues are already being collected in rates. However, because the Company has reached the statutory ISRS cap in its Western Missouri service area, this re-basing is needed in order to continue the accelerated infrastructure replacement program. This program makes our systems safer, greener, and more reliable for Missourians.

In total, over 97% of the requested increase in this case relates to recovery of investments in the Company's systems. Spire has worked hard since its last general rate case to manage costs and keep its operations and maintenance expenses essentially flat. This case also assumes an essentially flat rate of return when compared to the results of the Commission's decision in the last general rate case.

In this case, Spire proposes to combine its two sets of tariffs and tariff rules into a single set that would apply to all of its customers throughout the state. At the time of the last rate case, Spire was working to combine its two operating units – one on the western side of the state and one of the eastern side of the state. This rate case advances the ongoing efforts the Company has made since that time to lessen or eliminate the rate and tariff differences existing between the legacy designations of Spire East and Spire West to create one Spire with a single set of tariffs and tariff rules. Customers benefit from a consistent single tariff because it allows similarly situated classes statewide to be treated consistently. The ability to spread fixed costs over a larger customer base will result in customer charges that more accurately reflect cost of service. This process will also streamline regulatory filings before the Commission and enhance transparency by having all of Spire's costs, information, or other inquiries, centralized in one case. This will benefit the Company, the regulators, and intervenors.

Finally, the Company is proposing a variety of new programs to serve customers better and to give them the energy options they told us were important to them. Since the last rate case, Spire directly engaged with its customers to better understand them and their needs. Spire learned that customers are focused on these main items: affordability, the environment and their communities. Spire shares those values and interests, and they are driving many of the proposals made in this rate case filing. Spire is offering programs to assist customers in obtaining access to affordable, safe and reliable service. Spire is addressing the environmental concerns by including a renewable natural gas option for its customers and a carbon neutral initiative. Spire continues to enhance service to its customers through an online customer portal, installation of advanced metering technology, and a commitment to affordability. Finally, Spire has addressed the needs of its employees and customers during the coronavirus pandemic by offering multiple COVID-19 assistance programs to residential customers and small businesses, in addition to purchasing protective gear for its employees to keep them and the customers as safe as possible.

The primary changes to the Nates and Nates include the following	
Consolidation of tariff sheets to reflect one Spire Missouri	Sheet Nos. 1- 19
Simplify and combine Transportation tariffs	Sheet No. 5
Introduce Seasonal Service to give an option to customers whose significant portion of their load requirements occur during the off-peak season and therefore increases the utilization of our distribution system	Sheet No. 7
Introduce the Growing Missouri Program to encourage economic development and rural expansion in Missouri	Sheet No. 9
Introduce a Rate Normalization Adjustment to address the revenue impact associated with conservation and abnormal weather as authorized by RSMo. 386.266	Sheet No. 10
Reset ISRS Rates to -0-	Sheet No. 12
Combined Purchase Gas Adjustment (PGA) and other PGA modifications including the Gas Supply Incentive Plan (GSIP) to be applicable across all of Missouri and the ability for the Company to acquire up to 5% of its gas supply through renewable natural gas suppliers	Sheet No. 11
Introduce a Renewable Natural Gas (RNG) Program to give customers an environmentally friendly energy source	Sheet No. 13
Introduce Spire's Customer Choice Billing Program – a pilot rate program designed to expand residential customer billing options	Sheet No. 19
Consolidation of Rules & Regulations to reflect one Spire Missouri	Sheet Nos. R1-R33
Modification of Extension of Distribution Facilities to reflect the terms of the proposed Multi-family Pilot Program	Sheet No. R15
Revise and Expand Spire's Conservation and Energy Efficiency Programs to increase rebates, update eligible equipment, and update Program verbiage	Sheet No. R30
Revise and Expand Spire's Payment Partner Program, formerly known as the Low- Income Energy Affordability Program	Sheet No. R31

# The primary changes to the Rates and Rules include the following:

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

# Spire Missouri Inc.

# SCHEDULE OF RATES AND CHARGES APPLYING TO SPIRE MISSOURI SERVICE AREAS

# EASTERN MISSOURI SERVICE AREAS

City of St. Louis and St. Louis County, Missouri and All Areas and Communities Served in St. Charles County, Missouri, excluding those portions of the Company's service area in St. Charles County south of U.S. Highway 61 and Interstate Highway No. 70 which are specifically defined in the Stipulation and Agreement in Case Nos. GA-99-107 and GA-99-236, Consolidated and consist of: part of Township 47 North, Range 1 East, part of Township 47 North, Range 2 East, part of Township 46 North, Range 1 East, and part of Township 46 North, Range 2 East. The portion of the Company's service area in St. Charles County north of U.S. Highway 61 and Interstate Highway No. 70 includes all unincorporated areas, certain incorporated areas and certain portions within the City of Wentzville along the main that serves the General Motors Assembly Plant site as more specifically set forth in the Commission's May 4, 1999 Order in the aforementioned cases. Also, all Areas and Communities Served in Butler, Iron, Jefferson, Madison, St. Francois, and Ste. Genevieve Counties, Missouri plus the Franklin County District. The Franklin County District Service Area Generally Consists of Eastern Franklin County and Northeast Crawford County and is Set Out in Detail in the Revised Metes and Bounds Description Filed by the Company on December 4, 1992 in its Application To Relinquish Certificate of Convenience and Necessity. The Franklin County District also includes the City of Sullivan, Oak Grove Village and certain unincorporated areas of Crawford County, Missouri.

# WESTERN MISSOURI SERVICE AREAS

All areas and communities served in Andrew, Barry, Barton, Buchanan, Carroll, Cass. Cedar, Christian, Clay, Clinton, Cooper, Dade, DeKalb, Greene, Henry, Howard, Jackson, Jasper, Johnson, Lafayette, Lawrence, McDonald, Moniteau, Newton, Pettis, Platte Ray, Saline, Stone, and Vernon Counties.

DATE OF ISSUE: December 11, 2020

DATE EFFECTIVE: January 10, 2021

Spire Missouri Inc. d/b/a/ Spire

<u>Schedule</u>

**Description** 

SHEET No. 1.1

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	Service Initiation Charge
SOBF	Spire On Bill Financing

DATE OF ISSUE: December 11, 2020

DATE EFFECTIVE: January 10, 2021

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

# RESIDENTIAL GAS SERVICE

Availability – This rate schedule is available for all gas service rendered by the Company to residential customers, including space heating service.

Rate – The monthly charge shall consist of a customer charge plus a charge for gas used as set forth below:

Customer Charge – per month	\$22.00
Charge for Gas Used – per Ccf	\$0.29073

Minimum Monthly Charge – The Customer Charge.

Purchased Gas Adjustment – The charge for gas used as specified in this schedule shall be subject to an adjustment per Ccf for increases and decreases in the Company's cost of purchased gas, as set out on Sheet No. 11.

Surcharges and Riders- Service provided hereunder shall be subject to the Infrastructure System Replacement Surcharge (ISRS) as set out on Sheet No. 12, adjustments under the Rate Normalization Adjustment (RNA) as set out in Sheet No. 10 and any license, occupation or other similar charges or taxes as authorized by Sheet No. 14.

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. 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.

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

DATE OF ISSUE: December 11, 2020

DATE EFFECTIVE: January 10, 2021

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

# RESIDENTIAL GAS SERVICE RS

#### **Customer Billing Choice Program - Pilot**

Availability – This rate schedule is available to residential customers on a first-come, first serve basis. Each program rate option will be available to a total of 5,000 customers. Participating customers must be in good standing and not maintain an arrearage balance. After electing to participate in the program during the month of August, customers will be required to stay on the elected rate for 12 months starting October 1.

#### Program Option One (Fixed Charge):

Rate – The monthly charge shall consist of a single customer charge as set forth below: Customer Charge – per month \$40.50

#### Program Option Two (Volumetric):

Rate – The monthly charge shall consist of a single customer charge plus a charge for gas used as set forth below:

Customer Charge – per month	\$15.00
Charge for Gas Used – per Ccf	\$0.4021 <sup>-</sup>

Minimum Monthly Charge – The Customer Charge.

Purchased Gas Adjustment – The charge for gas used as specified in this schedule shall be subject to an adjustment per Ccf for increases and decreases in the Company's cost of purchased gas, as set out on Sheet No. 11.

1

Surcharges and Riders- Service provided hereunder shall be subject to the Infrastructure System Replacement Surcharge (ISRS) as set out on Sheet No. 12, adjustments under the Rate Normalization Adjustment (RNA) as set out in Sheet No. 10 and any license, occupation or other similar charges or taxes as authorized by Sheet No. 14.

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. 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.

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

DATE OF ISSUE:	December 11, 2020	DATE EFFECTIVE: January 10, 2021
ISSUED BY:	Scott Weitzel, Managing Director, Regulatory a Spire Missouri Inc., St. Louis, MO. 63101	& Legislative Affairs

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

# SMALL GENERAL GAS SERVICE SGS

AVAILABILITY

This rate schedule is available for all gas service rendered by the Company to commercial or industrial customers, including space heating service, whose annual consumption, as described below, is less than 10,000 Ccf.\*

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.

Rate – The monthly charge shall consist of a customer charge plus a charge for gas used as set forth below:

Customer Charge – per month	\$35.00
Charge for Gas Used – per Ccf	\$0.22758

Minimum Monthly Charge – The Customer Charge.

Purchased Gas Adjustment – The charge for gas used as specified in this schedule shall be subject to an adjustment per Ccf for increases and decreases in the Company's cost of purchased gas, as set out on Sheet No. 11.

Surcharges and Riders- Service provided hereunder shall be subject to the Infrastructure System Replacement Surcharge (ISRS) as set out on Sheet No. 12, adjustments under the Rate Normalization Adjustment (RNA) as set out in Sheet No. 10 and any license, occupation or other similar charges or taxes as authorized by Sheet No. 14.

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. 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.

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

DATE OF ISSUE: December 11, 2020

DATE EFFECTIVE: January 10, 2021

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

# SMALL GENERAL GAS SERVICE SGS

#### AVAILABILITY (Continued)

\*Annual consumption for purposes of the "Availability" section in Sheet Nos. 3 and 4 shall be based on the twelve months ended for the most recent fiscal year, except for new customers not connected to the Company's system during such period, in which case, the Company shall use estimated consumption, if the customer has not been connected to the Company's system for a full twelve months, or consumption for the first twelve month period in which the customer was connected to the Company's system. Such rate schedule shall be used for billing such customer until annual consumption is re-determined by the Company, which redetermination shall be made no later than each December 31<sup>st</sup>. If such re-determined usage shows that the customer should receive service under a different rate schedule, the customer shall receive service under that new rate schedule until usage is again re-determined.

DATE OF ISSUE: December 11, 2020

DATE EFFECTIVE: January 10, 2021

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

# LARGE GENERAL GAS SERVICE

### AVAILABILITY

This rate schedule is available for all gas service rendered by the Company to commercial or industrial customers, including space heating service, whose annual consumption, as described below, is greater than or equal to 10,000 Ccf.\*

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.

Rate

Customer Charge – per month	\$125.00
Charge for Gas Used – per Ccf	\$0.21978

Minimum Monthly Charge – The Customer Charge.

Purchased Gas Adjustment – The charge for gas used as specified in this schedule shall be subject to an adjustment per Ccf for increases and decreases in the Company's cost of purchased gas, as set out on Sheet No. 11.

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.

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. 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.

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

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Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

# LARGE GENERAL GAS SERVICE

#### AVAILABILITY (Continued)

\*Annual consumption for purposes of the "Availability" section in Sheet Nos. 3 and 4 shall be based on the twelve months ended for the most recent fiscal year, except for new customers not connected to the Company's system during such period, in which case, the Company shall use estimated consumption, if the customer has not been connected to the Company's system for a full twelve months, or consumption for the first twelve month period in which the customer was connected to the Company's system. Such rate schedule shall be used for billing such customer until annual consumption is re-determined by the Company, which redetermination shall be made no later than each December 31<sup>st</sup>. If such re-determined usage shows that the customer should receive service under a different rate schedule, the customer shall receive service under that new rate schedule until usage is again re-determined.

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Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

# TRANSPORTATION SERVICE

#### A. Availability:

1. Transportation service under this tariff will be made available to eligible customers upon requirements provided below and when requested and 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.

Minimum Thresholds to Transport under Transportation Service Tariff

Eastern Missouri Service Territory 150,000 Ccf,

Western Missouri Service Territory 30,000 Ccf

2. Service under this tariff shall require execution of a Gas Transportation Service Contract (the "Contract") between the Company and the customer requesting transportation service.

3. Service – The Company will transport and deliver on a firm basis Customer-owned gas up to the DSQ. A Customer's natural gas use in excess of the DSQ, may be delivered and sold to the Customer pursuant to the tariff hereof at the sales rate set forth herein. Notwithstanding the foregoing, such delivery of gas in excess of the DSQ shall be at the Company's sole discretion on an "as available" basis. Effective at the beginning of any day as such term is defined below, a Customer may be ordered to limit its use of natural gas to the DSQ. To the extent reasonably practical and permitted by the circumstances prevailing and known to the Company at the time, the Company shall provide at least 24 hours notification prior to the beginning of the gas day in which the foregoing limitation will become effective but in no event shall such notice be less than four hours prior to the beginning of the gas day. When such limitation order is in effect, the Customer will be billed an unauthorized use charge for all natural gas used in excess of the DSQ, but the existence of such charge does not entitle the customer to the delivery or use of such gas in excess of the DSQ, and the Company may lock the customer's meter(s) or take other appropriate steps to discontinue such unauthorized use.

DATE OF ISSUE: December 11, 2020

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Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

# TRANSPORTATION SERVICE

A. Availability: (Continued)

4. Qualifying transportation customers will be added on a first-come, first-served basis up to a maximum of 100 customers 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 schedule. In addition, such Customer shall obtain and maintain a dedicated phone line or provide access for other suitable communication equipment to be made available by Company or Customer upon mutual agreement for connection to the telemetering equipment supplied by the Company.

6. Customers must be part of an aggregation group (pool). Customers desiring to change Agents shall provide the Company forty-five (45) days' notice prior to the effective date of the change in Agents. The effective date will be the first day of a calendar month. Company will consider notice complete only with the submission of an Aggregation Agent Affidavit.

DATE OF ISSUE: December 11, 2020

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Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

# TRANSPORTATION SERVICE

### B. RATES

For the Eastern Missouri Service Territory

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

Customer Charge	\$2,140.00
Reservation Charge	\$0.60
Volumetric charge	\$0.0241

1. Gas transportation service and supplementary gas sales service pursuant to this tariff is available to any customer contracting for separately metered gas service for a minimum term of one year with a Billing Demand equal to, or greater than, 1,200 Ccf, except as provided in the paragraph below, and for whom gas can be transported to the Company pursuant to the State of Missouri or federally authorized transportation arrangements. Any Customer receiving transportation service under this tariff shall purchase its own gas for delivery to the Company at a Receipt Point acceptable to the Company.

2. For purposes of applying the monthly cash out provision stated below and the charge for gas used in excess of the Customer's Daily Scheduled Quantities ("DSQ") as described below, any end-user, which owns or controls the facilities where separately metered gas service is or will be provided under this tariff for the same class of transportation service as such class is defined below, may aggregate the receipts and deliveries related to such facilities, provided that at least one facility meets the eligibility requirements set forth in Paragraph 1 above and each other facility is covered by a separate transportation contract with a Billing Demand equal to, or greater than, 1,000 Ccf and an annual usage equal to, or greater than, 100,000 Ccf. Transportation service shall only be provided to facilities with a Billing Demand between 1,000 and 1,200 Ccf and an annual usage between 100,000 and 150,000 Ccf when the receipts and deliveries of such facilities are aggregated with the receipts and deliveries of other facilities as provided by this paragraph.

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#### B. RATES (Continued)

For the Western Missouri Service Territory

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

Customer Charge	\$1,114.00
Volumetric charge	\$0.0604
Electronic Gas Meter (EGM)	\$400.00

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 each such remaining installed meter, the Fixed Monthly Charge will be \$400.00. 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.

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

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.

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. 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.

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

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#### B. RATES: (Continued)

Unauthorized Use - In the event the customer is not entitled to have gas delivered to the Company under an existing interstate pipeline transportation contract, or during a local distribution system curtailment as specified in the Company's General Terms and Conditions or in the event of a zero-monthly nomination, then all deliveries to the customer shall be considered unauthorized use and shall be billed unauthorized use charges, as described in this tariff. The Company shall use its best efforts to provide advance notice of operational orders and curtailments to the customer

Determination of Billing Demand – The billing demand for each month shall be the greater of (a) the Customer's contracted for billing demand for each separately metered service or (b) the maximum amount of gas (in Ccf) transported and/or purchased for each separately metered service during any consecutive period of 24 hours during the months of November through March. Notwithstanding the foregoing provisions, the billing demand for any month shall not be less than the highest billing demand for any of the last preceding 11 months.

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# C. REQUIREMENTS FOR TRANSPORTATION SERVICE:

The provisions of this schedule apply to the transportation service provided to customers qualified to receive such service, in accordance with the Company's applicable rate schedules.

1 Company's Responsibility: Company shall deliver to a customer volumes of gas which are thermally equivalent to the volumes of gas received for the customer at a receipt point, less any amount retained by Company according to this transportation tariff.

2 Customer's Responsibility: A customer, by taking service under a transportation service rate schedule, warrants and agrees that:

(a) Gas delivered to the Company for transport shall be free from all adverse claims, liens and encumbrances and shall indemnify and save the Company harmless from and against all suits, actions, causes of action, claims and demands, including attorneys' fees and costs, arising from or out of any adverse claims by third parties claiming ownership of or an interest in said gas, caused by the failure to provide clear title to the gas,

(b) 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, and

(c) The customer's gas shall at all times remain vested in the customer.

3 Customer's Agent: Agents shall be allowed to deliver gas to Company's system for a transportation service customer.

(a) Agent's Responsibilities: An agent arranging for delivery of gas for a transportation service customer must receive Company authorization prior to delivering gas to Company's system. Agents may obtain Company authorization to aggregate balancing Aggregation by entering into a signed agreement with Company, which shall acknowledge the agent's responsibilities for Cash Out and Penalties for Unauthorized Usage.

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# TRANSPORTATION SERVICE

### C. REQUIREMENTS FOR TRANSPORTATION SERVICE: (continued)

3 Customer's Agent: (continued)

(b) Affidavit: A customer to be represented by an agent must provide Company with an affidavit identifying its agent. This authorization shall be in a form agreeable to Company and shall remain in effect until a signed replacement is received by Company.

(c) Billing: Company may accept payment from the customer's agent; however, the customer shall continue to be responsible for all charges on the account. In the event of any billing dispute, Company shall notify the customer directly and shall not be required to notify the customer's agent.

4 Aggregation: Customers' agents shall be allowed to aggregate their customers' usages for purposes of nominating and balancing transportation deliveries on the same pipeline.

(a) Aggregation Groups (Pools): An agent shall establish its customers within each aggregation area into a pool or pools. Customers may not belong to more than one pool. Customers not assigned to a pool shall be individually balanced.

(b) Changes to Pools: Company must receive changes to pools, in writing, no later than four (4) 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 OFO or 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 month following.

(c) Monthly Imbalances: The agent selecting pooling or individual customers not belonging to a pool shall be responsible for clearing the monthly imbalance according to Section A-9, Cash Out.

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# TRANSPORTATION SERVICE

### C. REQUIREMENTS FOR TRANSPORTATION SERVICE: (continued)

5 Nominations: A transportation service customer or the customer's agent shall be responsible for nominating volumes of gas to be received by Company for delivery to the delivery point in order to meet customer's or pool's daily requirement for flowing gas plus retainage.

(a) Schedules of the Customer's DSQ must be received by the Company by the times provided herein, and may be changed prospectively pursuant to this tariff. All such schedules and changes thereto shall specify gas quantities by Receipt and Delivery Point(s). The Company may refuse to receive or deliver any gas not timely and properly scheduled, and the Customer indemnifies and holds the Company harmless from any liability whatsoever to the Company for or related to such refusal.

By at least 10:00 a.m. on the second work day prior to the first day of each (b) month, the Customer or its designee shall furnish to the Company a schedule, showing the DSQ of gas the customer desires the Company to receive and transport for each day during such month. Any change in the Customer's DSQ schedule shall only pertain to the remaining days in the then current month, and the Customer shall notify the Company by 10:00 a.m. on the day preceding the effective day of any such DSQ schedule change, or at a later time if agreed to by the Company, provided that any such notice shall be subject to modification by the Company in the event such modification is required by operational considerations. During a Period of Excess Receipts, as defined in Section B.6. of this rate schedule, such notice may be made by the Customer on a weekend or holiday provided that the DSQ change is a decrease and can be confirmed by the Company with the appropriate intra-state or interstate pipelines subsequent to such weekend or holiday. All DSQ changes shall be kept to a minimum, as permitted by operating conditions, and the Customer and the Company shall cooperate diligently to this end. The Company and the Customer shall inform each other of any other changes of receipts or deliveries immediately. Telephonic notice is acceptable for such DSQ scheduling changes; provided, such notices are followed within twenty-four (24) hours by written notice, except for notices made on weekends or holidays as provided above, in which case, the written notice made subsequent to the telephonic notice must be received by the Company by 10:00 a.m. on the first work day following such weekend or holiday.

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# TRANSPORTATION SERVICE

### C. REQUIREMENTS FOR TRANSPORTATION SERVICE: (continued)

6 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.

7 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.

8 Quality and Pressure of Transportation Service Gas: The gas delivered by a producer, supplier or pipeline to the Company for transportation to the customer or the customer's agent 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. Company may refuse to receive gas not meeting the quality requirements of Section A-8-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 70° Fahrenheit.

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### C. REQUIREMENTS FOR TRANSPORTATION SERVICE: (continued)

- 8 Quality and Pressure of Transportation Service Gas: (continued)
  - (a) Specifications (continued)

(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 agent 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.

(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.

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### C. REQUIREMENTS FOR TRANSPORTATION SERVICE: (continued)

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

(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 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.

(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.

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### C. REQUIREMENTS FOR TRANSPORTATION SERVICE: (continued)

9 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 A-6, Retainage. Agents may balance the aggregated volumes of gas for each pool of customers they represent, according to the terms of Section A-4, Aggregation.

(a) Monthly Cash Out: Differences between deliveries and retainage-adjusted receipts shall be reconciled on a monthly basis between Company and a customer or the customer's agent.

(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 agent 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
- Foreach 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.

(ii) If Company's retainage-adjusted receipts (nomination) for the customer exceed deliveries (usage) to the customer, the customer or the customer's agent 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

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### C. REQUIREMENTS FOR TRANSPORTATION SERVICE: (continued)

#### 9 Cash Out: (continued)

(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 F.E.R.C.'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 or Texas Gas Zone 1 +.05.

Limitations: If the Company's system capacity is inadequate to meet all of its other demands for sales and transportation service, the services supplied under this schedule may be curtailed in accordance with the Priority of Service rules in the Company's General Terms and Conditions. If a supply deficiency occurs in the volume of gas available to the Company for resale, and the customer's supply delivered to the Company for transportation continues to be available, then the customer may continue to receive full transportation service even though sales gas of the same or higher priority is being curtailed. The determination of system capacity limitations shall be in the sole discretion of the Company reasonably exercised. If capacity limitations restrict the volume of gas which the customer desires to be transported, the customer may request the Company to make reasonable enlargements in its existing facilities, which requests the Company shall not unreasonably refuse, provided that the actual cost (including indirect costs) of such system enlargements are borne by the customer. Title to such expanded facilities shall be and remain in the Company free and clear of any lien or equity by the customer. Nothing herein contained shall be construed as obligating the Company to construct any extensions of its facilities.

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# C. REQUIREMENTS FOR TRANSPORTATION SERVICE: (continued)

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

12 Third Party Metering: When the gas delivered to the Company for transportation to the customer is delivered through meters which are not owned and operated by the Company or the customer, customer's agent(s) or supplier(s) shall, at the earliest practicable time, but not later than the last day of each month, furnish the Company a statement showing the amount of gas in Ccf or MMBTU per day delivered for the customer's account to the Company during the billing period. The customer, upon request, shall furnish to the Company all charts, or satisfactory copies thereof, or other documentation in the case of electronic metering, upon which the statements provided for above were based. Any original charts furnished shall be returned within thirty days. By accepting natural gas transported hereunder, the customer agrees to maintain records of the volumes of transportation gas delivered to the Company on its account and to permit the Company to inspect such records upon request during the customer's regular business hours.

# D. PRIORITY OF SERVICE

1 Notice: Notice of Operational Flow Orders (OFO's) and Periods of Curtailment shall be provided as far in advance as practicable and prospectively may be changed by Company upon reasonable advance notice as conditions warrant. Where practicable, OFO's will 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. Company may make OFO's effective with a shorter notice if necessary, to protect the integrity of its system and/or where such actions are necessary to insure compliance with the requirements of upstream pipeline companies and shall permit Transportation Customers to adjust nominations as necessary to reasonably comply with the OFO.

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# TRANSPORTATION SERVICE

#### D. PRIORITY OF SERVICE: (continued)

Notice shall be given to each affected customer by telephone and in writing, in the manner elected by the customer or its agent, including facsimile and electronic mail. Notification of the customer's agent shall fulfill the requirement of this paragraph. During emergency situations, if providing notice to customers by one of the previously identified methods is not practicable, Company may use commercial radio and/or television to notify customers.

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

Notice of an OFO shall specify the 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, Spire Missouri will post on its website the rationale for lifting that particular OFO.

2 Operational Flow Orders: Company may issue Operational Flow Orders (OFO's) to Transportation Customers as necessary to protect the integrity of its system or any portion thereof and/or to insure compliance with the requirements of upstream pipeline companies. 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. Company may issue notice of an OFO as provided in section (1) above to instruct all customers or agents served through a given pipeline segment, on a distribution system or any portion thereof or any individual agent or customer to control their usage to avoid either Under-Deliveries or Over-Deliveries. The Company will specify in the OFO whether customers or agents are required to avoid Under-Deliveries, Over-Deliveries, or both. Conditions which threaten 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 tariff. 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 OFO's shall be reasonable, objective, non-discriminatory and consistent with the General Terms and Conditions for Gas Service, and Priority of Service,. Before issuing an OFO, Spire Missouri will attempt to identify specific customers 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 immediate issuance of an OFO.

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# TRANSPORTATION SERVICE

#### D. PRIORITY OF SERVICE: (continued)

2 Operational Flow Orders: (continued)

(a) Standard OFO: A Standard OFO shall require the customer to take, during a period specified by the company, 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.

(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 insure 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) Spire Missouri will not apply an OFO penalty to a Transportation Customer whose conduct during an OFO is compliant with the OFO or Spire Missouri 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 as provided in Section, Limitations.

3 Period of Curtailment: Consistent with the provisions of Section Limitations, curtailment may be initiated due to a supply deficiency or limitation of pipeline capacity or a combination of both. 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), taking into consideration priority of use or other factors it deems necessary to ensure public health and safety.

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

(b) Curtailment Priority: Curtailment shall first apply to the lowest priority category (Category Three) and successively to each higher priority category as required.

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- D. PRIORITY OF SERVICE: (continued)
  - 3 Period of Curtailment: (continued)
    - (b) Curtailment Priority (continued)

The categories to be used by Company to allocate available service, listed from highest to lowest priority, are:

(i) For a Spire Missouri Sales Service Supply Deficiency

(a) Category 1. Sales service to residential customers, public housing authorities, public schools, hospitals, and other human needs customers receiving firm sales service from the Company

(b) Category 2. Commercial sales service

(c) Category 3. Industrial sales service

(ii) For a Spire Missouri Distribution System Capacity Deficiency

(a) Category 1. Sales or transportation service to residential customers, public housing authorities, public schools, hospitals, and other human needs customers receiving firm sales service from the Company

(b) Category 2. Commercial sales service and commercial transportation service

(c) Category 3. Industrial sales service and industrial transportation service

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#### D. PRIORITY OF SERVICE: (continued)

3 Period of Curtailment: (continued)

(c) Exception to Curtailment Priority: Company may curtail customers in higher priority categories before curtailing customers in lower priority categories only if curtailing lower priority category customers would not be useful in maintaining deliveries to the higher priority customers.

(d) Allocation of Partial Capacity: Should partial service only be available to an affected category, deliveries to individual customers shall be limited to the customer's pro rata share of available supply, such allocation to be based on the ratio of the customer's requirements in the category for which partial service is available to the aggregate requirements of all the Company's customers in the same category.

(e) Emergency Usage during POCs: A customer may request to use gas above authorized levels to forestall irreparable injury to life or property. Requests by telephone shall be followed immediately by a written request. Written requests shall state the nature, cause, and expected duration of the emergency and may be submitted by facsimile (fax) or electronic transmission. The customer must act to eliminate the cause of the emergency as soon as practicable. The charge for usage above authorized levels shall be determined at the time Company receives the customer's request. Disputes concerning this charge shall be referred to the Commission for resolution.

(f) Relief from Liability: 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 a POC. 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.

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D. 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 Aggregation, 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 disconnect from its system or refuse to accept the nomination of a customer which endangers system stability and/or safety by continuing to incur Unauthorized Deliveries.

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# TRANSPORTATION SERVICE

D. 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. All revenues received from 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) Penalties during POCs shall be:

(i) The greater of \$10 or 5 times the daily midpoint stated on Gas Daily's Index for Southern Star Central Gas Pipeline (Oklahoma) for each day of the POC for Western Missouri Service Territory, and the greater of \$10 or 5 times the daily midpoint stated on Gas Daily's Index for Rex Zone 3 Delivered for each day of the POC for Eastern Missouri Service Territory, for each MMbtu of Unauthorized Over Delivery that exceeds the Tolerance Levels set in Section B-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 Gas Daily's Index for Southern Star Central Gas Pipeline (Oklahoma) for each day of the POC for Western Missouri Service Territory, and the greater of \$20 or 10 times the daily midpoint stated on Gas Daily's Index for Rex Zone 3 Delivered for each day of the POC for Eastern Missouri Service Territory, for each MMbtu of Unauthorized Over Delivery in excess of 10% of the authorized delivery level for the customer or the aggregated balancing group.

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# TRANSPORTATION SERVICE

#### D. PRIORITY OF SERVICE: (continued)

5 Penalties for Unauthorized Usage: (continued)

(c) Penalties during OFOs: Penalties for Unauthorized Over-deliveries or Underdeliveries 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 Gas Daily's Index for Southern Star Central Gas Pipeline (Oklahoma) for Western Missouri Service Territory and the greater of \$5 or 2½ times the daily midpoint stated on Gas Daily's Index for Rex Zone 3 Delivered for each day of the POC for Eastern Missouri Service Territory times the MMBtu of Unauthorized Over- or Under-deliveries that exceed the tolerance level applicable under Section B-5-a Tolerance Levels.

(ii) POC and Emergency OFO Penalties: For each day of the POC or Emergency OFO, the greater of \$10 or 5 times the daily midpoint stated on Gas Daily's Index for Southern Star Central Gas Pipeline (Oklahoma) for Western Missouri Service Territory, and the greater of \$10 or 5 times the daily midpoint stated on Gas Daily's Index for Rex Zone 3 Delivered for each day of the POC for Eastern Missouri Service Territory, times the MMBtu of Unauthorized Over-or Under-deliveries that exceed the tolerance level applicable under Section B-5-a Tolerance Levels.

(d) 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 to and collected from the agent representing the aggregated customers. Customers will continue to have ultimate responsibility for all charges on the account.

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# TRANSPORTATION SERVICE

## E. CONDITIONS OF RECEIPT AND DELIVERY

The Customer will provide for the delivery of quantities of gas to be transported to a Receipt Point on the Company's system selected by the Company and the Company shall deliver to the Customer at the appropriate Delivery Point like quantities of gas. 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.

The Customer and the Company shall establish by mutual agreement the date on which the receipt and delivery of gas hereunder shall commence.

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. Transportation Provisions (TRPR).
- 4. Electronic Gas Measurement Equipment (EGM).
- 5. Tax Adjustment (TA).
- 6. Experimental School Transportation Program (STP)
- 7. Infrastructure System Replacement Surcharge (ISRS)

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# TRANSPORTATION SERVICE

#### F. TERMS AND CONDITIONS

1. DEFINITIONS – 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 "DSQ" shall mean the Daily Scheduled Quantities of customer-owned gas which is scheduled to be delivered and is actually delivered to the Company for transportation hereunder in accordance with the terms of the Contract.

1.6 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.

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

1.8 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.

1.9 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.

1.10 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.

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# TRANSPORTATION SERVICE

### ELECTRONIC GAS MEASUREMENT EQUIPMENT EGM

APPLICABLE: for Western Missouri Service Areas

EGM equipment will be required for natural gas service supplied to large volume 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. 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 can receive data in the same 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 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 circuitry according to Company EGM standards. Electric power and telephone connection locations shall be mutually agreed to by Company and 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 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.

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# TRANSPORTATION SERVICE

### ELECTRONIC GAS MEASUREMENT EQUIPMENT EGM (continued)

#### EGM CHARGES

Customer shall reimburse Company for the installed cost of EGM equipment not to exceed the cost as set out below and pay a monthly fee for the operations and maintenance as set out below.

Equipment Charges

Per Meter Site (includes one instrument point), plus applicable income taxes: \$5,000

Each additional Instrument Point (maximum of three additional at same meter site), plus applicable income taxes: \$3,000

An additional charge of \$3,000 plus applicable income taxes will be assessed to customers served by orifice meters due to the complexity of the installation.

Charges shall be assessed in a non-discriminatory manner for customers with similar meter characteristics and EGM equipment requirements.

## 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.

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# TRANSPORTATION SERVICE TS

## ELECTRONIC GAS MEASUREMENT EQUIPMENT EGM (continued)

#### 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. 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.

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\$6.00 per month

# UNMETERED GASLIGHT SERVICE UG

### AVAILABLE

This rate schedule is available, subject to the special provisions included herein, to customers who contract for service thereunder for a minimum term of one year for unmetered gas to be used solely for the continuous operation of gas lights.

Rate

Customer Charge

For lights equipped with mantle units with an hourly input rating of 3 cubic feet or less per mantle unit:

Each initial mantle unit per light	\$5.14 per month
Each additional mantle unit per light	\$2.70 per month

Purchased Gas Adjustment – The charge for gas used as specified in this schedule shall be subject to an adjustment per Ccf for increases and decreases in the Company's cost of purchased gas, as set out on Sheet No. 11.

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.

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. 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.

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

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# UNMETERED GASLIGHT SERVICE UG

Special Provisions

1. The gas lights and standards shall meet with the approval of the Company and shall be installed in locations that are suitable to the Company. Such lights and standards shall be supplied and installed by the customer and shall remain the property of the customer. Servicing, maintenance, repairs, or replacement of same shall be the sole responsibility of the customer.

2. Service hereunder is applicable only where Company's existing mains and service pipe are suitable to supply such service. Customer's lights shall be connected by the Company to its facilities, however, such connections shall be limited to those which can be economically justified, as determined solely by the Company applying sound engineering and economic principles.

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## SEASONAL SERVICE SS

Availability – This rate schedule is available for Small General Service and Large General Service customers during the six consecutive billing months of May through October, provided that the quantity of gas used during such period represents 50% of the customer's total annual usage

Purchased Gas Adjustment – The charge for gas used as specified in this schedule shall be subject to an adjustment per Ccf for increases and decreases in the Company's cost of purchased gas, as set out on Sheet No. 11.

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.

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. 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.

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

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# GENERAL L.P. GAS SERVICE

Availability – This rate schedule is available for all L.P. gas service to those customers located in subdivisions in the Company's certificated area where natural gas is not available, where the subdivision developer is willing to construct the subdivision so as to make it fully adapted to such service and the later conversion to natural gas and where a central L.P. gas system is determined by the Company to be feasible.

Rate

Customer Charge – per month	\$17.94
Gallons used per month – per gallon	\$0.22197

Minimum Monthly Charge – The Customer Charge.

## Purchased Gas Adjustment

(A) The above charges shall be subject to an adjustment per gallon, which shall be referred to as the L.P. Current Purchased Gas Adjustment ("L.P. CPGA"). Concurrent with any CPGA filing made by the Company for natural gas customers, the Company will compare its current average unit cost for the purchase of L.P. gas to the average unit L.P. gas cost underlying the existing L.P. CPGA. If such difference is greater than or equal to 1.0¢ per gallon, the Company will file a new L.P. CPGA with the Commission, along with supporting materials, based on said current average unit L.P. gas cost. Upon approval by the Commission, such new L.P. CPGA factor will become effective on a pro-rata basis beginning with the effective date stated on Sheet No. 11.

(B) Whenever the actual prices paid by the Company for L.P. Gas differ from the price upon which its then effective adjustment is predicated, the amount of increased or decreased L.P. Gas cost resulting from such difference in price shall be debited or credited to a Deferred Purchased L.P. Gas Cost account. The cumulative balance of such deferred account entries for the same period set out in Paragraph C.6 of the Company's PGA Clause shall be divided by the estimated amount of L.P. Gas gallons to be sold during the subsequent twelve-month ended October period. The resulting deferred cost per gallon shall be applied as a Deferred L.P. Gas Adjustment which shall be made effective on a pro-rata basis beginning with the effective date of the Company's Winter PGA filing and shall remain in effect until superseded by a revised adjustment in the next scheduled Winter PGA filing. Such deferred adjustment shall increase or decrease the adjustments determined pursuant to Paragraph A hereof. All increases or decreases in charges resulting from the deferred adjustment shall be appropriately recorded in the Deferred L.P. Gas Cost account.

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# GENERAL L.P. GAS SERVICE LP

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.

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. 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.

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

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# GROWING MISSOURI PROGRAM GMP

#### A. Applicability

The Growing Missouri Program ("GMP") shall apply to all capital expenditures projected or incurred by Spire Missouri Inc. (hereinafter "Company") under the General Provisions stated below.

## B. Purpose

The GMP is designed to encourage industrial development, rural growth expansion, and job creation by providing an incentive for the Company to extend gas service to industrial and rural expansion projects which are not otherwise feasible for the Company to fund.

#### C. Summary

The Company may invest up to \$5,000,000 annually for economic development in Company's certificated areas without further Missouri Public Service Commission ("Commission") approval to extend natural gas service for industrial and rural expansion projects not otherwise economically feasible for the Company to fund.

The Company may invest in excess of \$5,000,000 annually in such projects, but only with advanced approval by the Commission.

The amount to be invested in any one project pursuant to the GMP shall not exceed the total investment required to extend service to such project(s), less the economically feasible portion of the investment as calculated by the Company under the Company's Rules and Regulations.

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## RATE NORMALIZATION ADJUSTMENT (RNA)

#### A. APPLICABILITY

The Rate Normalization Adjustment (RNA) is applicable to all customers taking service under the Residential or General Service rate schedules. This adjustment will be applied as a separate line item on a customer's bill to all Ccf's of gas usage.

#### B. DEFINITIONS

- Adjustment Period (AP): AP will begin on October of a given year, and continue through September of the subsequent year. Actual Block Usage (ABU) for the final billing month of an AP may be projected for purposes of a RNA rate calculation included in a filing. Prior to the end of the subsequent twelve (12) month AP, the difference between the ABU previously projected and the observed ABU for that month, multiplied by the Rate that was in effect during that month, will be added to or subtracted from the calculation of the over- or under-billing of the RNA during the RP as appropriate.
- 2. Recovery Period (RP): An annual period during which a RNA rate is in effect, beginning with the eleventh calendar month of a given year, and continuing through the tenth calendar month of the subsequent year. The RP shall be calculated based on nine (9) months actual sales, including estimated unbilled sales for the ninth month, and three (3) months projected sales. The three (3) months projected sales associated with each RP shall be trued up with actuals upon calculation of the subsequent RA.
- 3. The Company shall file its RNA revisions with the Commission each calendar year at least sixty (60) days prior to the first day of October unless otherwise provided for by the Commission.

#### C. CALCULATIONS

The RNA applicable to each rate schedule subject to this Rider and calculated separately for Residential customers and Small General Service customers, shall be revised annually to reflect (1) the difference between the normalized annual natural gas usage in Block 2 for Residential customers and Block 2 for Small General Service customers authorized in the Company's last general rate case and the actual usage billed in those blocks for the applicable AP; (2) to reconcile the over- or under-recovery from the previous RNA rate adjustment; and (3) any adjustments ordered by the Commission.

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# RATE NORMALIZATION ADJUSTMENT (RNA)

C. CALCUATIONS (Continued)

$$RNA = \left[ \begin{array}{c} (RCBU-ABU) \times Rate + (OA+RA) \\ RCU \\ RCU \\ RCU \\ \end{array} \right]$$

Where:

RNA	=	<u>Revenue Normalization Adjustment</u> Rate to be calculated independently for each of the Company's applicable service classes and applied to all Ccf of the applicable service class during the RP.
RCBU	=	Rate Case Block Usage will be the normalized annual natural gas usage in Block 2 for Residential customers and Block 2 for Small General Service customers established in the most recent general rate case.
RCU	=	Rate Case Usage will be the estimated total usage in Ccf for the applicable
		class established in the most recent general rate case.
ABU	=	Actual Block Usage is the usage which occurred during the Adjustment Period
		(AP) for the class's adjustable Ccf usage range
Rate	=	The currently effective class rate for usage in Block 2 for Residential customers
		and Block 2 for Small General Service customers
OA	=	<u>Ordered Adjustment</u> is the amount of any adjustment to the DCA ordered by the
0/1	_	Commission as a result of corrections under this Rider. Such amounts shall
<b>D</b> 4		include monthly interest equal to the reconciliation adjustment interest rate
RA	=	Reconciliation Adjustment is the amount due to the Company (+RA) or
		Customers (-RA) arising from adjustments under this Rider that were under- or
		over-billed in the prior 12 month RP

In the event that there is more than one set of non-gas base rates in effect during the AP the rates and rate case block usage will be prorated accordingly.

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## RATE NORMALIZATION ADJUSTMENT (RNA)

# D. RECONCILIATION ADJUSTMENT INTEREST RATE

Each month, carrying costs, at a simple rate of interest equal to the prime bank lending rate (as published in The Wall Street Journal on the first business day of such month), minus two percentage points, shall be applied to the Company's ending monthly RNA balance. In no event shall the carrying cost rate be less than 0%. Corresponding interest income and expense amounts shall be recorded on a net cumulative basis for the RNA deferral period.

## E. RATE CASE INFORMATION

	<u>Volumes</u>	<u>Rate</u>
Residential		
Block 1 (<30 Ccf)	301,751,651	0.29073
Block 2 (>30 Ccf)	<u>542,815,151</u>	0.29073
Total	844,566,802	
Small Gen Service		
Block 1 (<100 Ccf)	54,912,996	0.22758
Block 2 (>100 Ccf)	<u>76,854,894</u>	0.22758
Total	131,767,890	

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## PURCHASED GAS COST ADJUSTMENT PGA

#### A.I. APPLICABILITY

The Purchased Gas Cost Adjustment (PGA) applies to all sales and transportation services provided under all natural gas rate schedules and contracts, including sales to transportation customers. Any increase or decrease in any PGA factor, including the Actual Cost Adjustment (ACA) factor, resulting from the application of this tariff, shall be applied pro rata to customers' bills for service rendered on and after the effective date of the change. Bills which contain multiple PGA rate changes, including the ACA component of such rate changes, during a customer's billing period shall be prorated between the old and new rates in proportion to the number of days in the customer's billing period that such rates were in effect.

#### 1.A. Contents of PGA

The purchased gas cost adjustment price shall be the sum of the following items:

Current Cost of Gas (CCG) - A per Ccf factor to reflect the current estimate of the annualized cost of various natural gas services purchased by the Company, including but not limited to firm and interruptible gas supply, gathering, processing and treating services, firm and interruptible transportation service, storage services , gas supply demand charges, gas price volatility mitigation instruments, including but not limited to financial instruments and any service which bundles or aggregates these various services. Such factor shall also reflect any "PGA Filing Adjustment Factor" (FAF) as defined in this Section.

Actual Cost Adjustment (ACA) - A per Ccf factor to reflect the annual reconciliation of actual purchased gas and pipeline service costs with the actual recovery of such costs through the application of this Purchased Gas Adjustment Clause. Revised ACA factors shall be filed with the PGA Filing to be effective in November of each year. This includes any refunds received by the Company in connection with purchased gas and/or pipeline services.

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## PURCHASED GAS COST ADJUSTMENT PGA

#### A. APPLICABILITY (continued)

1. Contents of PGA (continued)

PGA Filing Adjustment Factor (FAF) - In addition, in any PGA Filing, the Company may file a rate change (hereinafter referred to as the "PGA Filing Adjustment Factor" (FAF) not to exceed five cents (\$0.05) per Ccf which is designed to refund to, or recover from, customers any over- or under-recoveries of gas costs that have accumulated since the Company's last ACA Filing.

Customers electing to take transportation service may contract for the availability of taking system supply gas, referred herein to as "Contract Demand" and described in this tariff.

The Company retains the right to purchase up to five percent of Renewable Natural Gas ("RNG") to add to its portfolio.

2. Revision of the PGA rate

The Company shall be allowed to make up to four (4) PGA filings during each calendar year. One such filing will be effective in November of each year, but no more than one PGA filing shall become effective in any two consecutive calendar months unless specifically ordered by the Commission. Such PGA filings shall be made at least ten (10) business days prior to their effective dates.

All PGA filings shall be accompanied by detailed work-papers supporting the filing in an electronic format. Sufficient detail shall be provided so the level of hedging that is used to develop the gas supply commodity charge for the PGA factor can be determined.

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# PURCHASED GAS COST ADJUSTMENT PGA

# B. CALCULATION OF THE CURRENT COST OF GAS (CCG)

For the purpose of the computations herein, "commodity-related" shall mean gas costs relating to gas supply commodity charges, variable transportation charges, storage withdrawals, gas purchased under fixed price contracts, other FERC-authorized variable charges, and the Company's cost of gas price volatility mitigation instruments, including but not limited to financial instruments, including ownership in production reserves, except for call options for which only cost reductions expected to be realized during the months covered by the Company's PGA filing shall be reflected.

"Demand related" shall mean fixed (non-volumetric) costs relating to gas supply demand charges, charges for performance or surety bonds or letters of credit as required in gas supply contracts, fixed transportation charges, fixed storage charges and other FERC-authorized fixed charges; charges for performance or surety bonds or letters of credit that have been required by commodity suppliers.

A per unit c/Ccf shall be determined by dividing the sum of "Commodity Related" costs and "Demand Related" costs by estimated annual sales as set forth in this tariff.

## C. CALCULATION OF THE ACTUAL COST ADJUSTMENT (ACA)

The Company shall establish and maintain a Deferred Purchased Gas Cost - Actual Cost Adjustment Account (ACA) which shall be credited with any over-recovery resulting from the operation of the Company's PGA procedure or debited for any under-recovery resulting from same. Such over- or under-recovery shall be determined by a monthly comparison of the actual total cost of gas and the cost recovery for the same month.

The "cost of gas" for a particular month will be calculated by using the as billed cost of gas shown on the books and records of the Company..

The "cost recovery" for a particular month shall be determined by calculating the product of the volumes billed during the month and the sum of that month's regular Purchased Gas Cost as adjusted by the FAF and the prior year "Actual Cost Adjustment" (ACA), as hereinafter defined. To this total, shall be added the demand related purchased gas costs billed directly to customers.

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# PURCHASED GAS COST ADJUSTMENT PGA

### C. CALCULATION OF THE ACTUAL COST ADJUSTMENT (ACA) (continued)

The Deferred Purchased Gas Cost Account shall be adjusted for those revenues received by the Company for the release of pipeline transmission capacity to another party other than those revenues which are retained by the Company as described in this tariff.

For each month during the ACA period and for each month thereafter interest, at a simple rate equal to the prime bank lending rate (as published in the Wall Street Journal on the first business day of the following month), minus two (2) percentage points (but not less than zero) shall be credited to customers for any over-recovery of gas costs or credited to the Company for any under-recovery of gas costs. Interest shall be computed based upon the average of the accumulated beginning and ending monthly ACA account balances. The Company shall maintain detailed work-papers that provide the interest calculation on a monthly basis.

For each twelve month billing period ended September 30, the differences of the cost of gas and the cost recovery comparisons as described herein, including any balance for the previous year shall be accumulated to produce a cumulative balance of over-recovered or under-recovered costs. An "Actual Cost Adjustment" (ACA) shall be computed by dividing the cumulative balance of under-recoveries or over-recoveries by the annual sales volumes set out in this tariff.

This adjustment shall be rounded to the nearest \$0.00001 per Ccf and applied to the billings of each applicable sales and transportation rate classification, commencing in November of each year, and shall remain in effect until superseded by subsequent ACA factors calculated according to this provision. The Company shall file any revised ACA in the same manner as all other Purchased Gas Cost Adjustments.

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# PURCHASED GAS COST ADJUSTMENT PGA

### D. REFUND PROVISIONS

Residential, Small General, Large General and Unmetered Gaslight Customers:

For the purpose hereof, unless the Missouri Public Service Commission shall otherwise order, refunds which the Company receives in connection with natural gas services purchased, together with any interest included in such refunds, will be refunded to the Company's applicable Residential, Small General, Large General and Unmetered Gaslight customers. Such refunds shall be credited to the ACA account in the month received and shall be a part of the overall ACA interest calculation.

# E. DEMAND RELATED COST RECOVERY

Customers electing transportation service under rate schedule transportation shall be billed as a component of total purchased gas costs, when receiving contract demand or authorized overrun service, demand charges estimated to be sufficient to reimburse the Company for demand related transportation costs incurred to serve such customers as those costs may vary from time to time, as set out in this tariff. Such charges, as specified in the Southern Star Central's Federal Energy Regulatory Commission (FERC) tariffs for rate schedules TSS and FTS or such replacement charges as may be found appropriate by the FERC, are calculated as an average demand cost based on contracted billing determinants which are submitted to the Missouri Public Service Commission as a part of the annual PGA filing. Such demand rates shall be collected from customers in accordance with the Company's applicable rate schedules. Revenues from this provision will be credited through the ACA

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# PURCHASED GAS COST ADJUSTMENT PGA

F. Gas Supply Incentive Plan

For purposes of reducing the impact of upward natural gas commodity price volatility on the Company's customers, a Gas Supply Incentive Plan (GSIP) shall be established in which the Company shall have the opportunity to share in price reductions earned by the Company in the acquisition of natural gas commodities.

The GSIP recognizes that the Company, through various purchasing techniques, including hedging, may be able to acquire supplies of natural gas for its on-system customers at levels below an established benchmark price. If the Company can acquire natural gas commodity prices below the benchmark, then it will have the opportunity to keep some of those price reductions, if those prices fall within certain predefined pricing tiers.

1. The GSIP applies to the total commodity cost of natural gas supplies purchased for onsystem consumers, inclusive of the cost and price reductions associated with the Company's use of financial instruments divided by actual purchase volumes for on-system customers, ("Net Commodity Gas Price"), for all volumes purchased by the Company for on-system resale during the Company's October through September ACA period. The Company shall retain in an Incentive Revenue (IR) Account a portion of certain cost reductions the Company realizes in connection with the acquisition and management of its gas supply portfolio.

(a). In order to determine if the Company is eligible for incentive compensation due to its purchasing activities, Net Commodity Gas Price per MMBtu and the Annual Benchmark Price per MMBtu of natural gas for the ACA period will be evaluated to determine in which of the following tiers each respective price falls.

#### TIER LEVELS

- Tier 1 less than or equal to \$2.000 per MMBtu
- Tier 2 greater than \$2.000 per MMBtu and less than or equal to the Incentive Sharing Ceiling set forth below
- Tier 3 greater than the Incentive Sharing Ceiling at \$6.50 per MMBtu

(b). In order for the Company to be able to receive incentive compensation, Net Commodity Gas Price per MMBtu must be below the Annual Benchmark Price per MMBtu and the Net Commodity Gas Price per MMBtu must fall within Tier 1 or Tier 2. Further, the Annual Benchmark Price per MMBtu must fall within Tier 2 or Tier 3.

The Annual Benchmark Price per MMBtu shall be calculated as follows: First, for each month of the ACA period, the associated First-of-Month (FOM) index prices as shown below and as reported in the Inside FERC's Gas Market Report shall be weighted by the following percentages to develop a FOM composite price:

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## PURCHASED GAS COST ADJUSTMENT PGA

#### F. Gas Supply Incentive Plan (continued)

Enable Gas Transmission ("EGT") – East	13%
Natural Gas Pipeline Co. of America - Mid-Continent	4%
Panhandle Eastern Pipe Line Co. ("PEPL")	7%
Spire STL – REX Zone3 Delivered	22%
REX receipt – TETCO m2+.25	2%
Southern Star Gas Pipeline Central	38%
Enable Mississippi River Transmission - Texas Gas Plus \$.02	10%
Tallgrass – Cheyenne Hub	4%

Second, the Annual Benchmark Price will then be calculated by taking the monthly FOM composite price as calculated above for each month and weighting said price by each month's associated actual purchase volumes for on-system customers.

The Company shall notify Staff and OPC promptly upon any individual changes to its pipeline capacity equal to or greater than 10% of existing subscribed capacity, and shall work with OPC and Staff to set a new GSIP benchmark.

(c). Incentive Compensation - The Company will be eligible for incentive compensation if the Net Commodity Gas Price falls in either Tier 1 or Tier 2, is below the Annual Benchmark Price per MMBtu, and the Annual Benchmark Price per MMBtu is in either Tier 2 or Tier 3. If those conditions are satisfied, the Company will receive incentive compensation of 10% of the difference between the Net Commodity Gas Price and the Annual Benchmark Price per MMBtu, multiplied by the Company's purchase volumes for on-system sales during the ACA period, up to a maximum of \$3,000,000 in incentive compensation. The Incentive Adjustment (IA) Account shall be debited by the Company's appropriate compensation amount and the IR Account will be credited by the same amount.

(d). Gas costs not included in this mechanism include pipeline service costs, storage costs, demand charges, and any reductions in natural gas supply due to bundled transportation contracts that increase transportation costs to achieve lower gas supply costs. No incentive compensation will be given for reductions in actual gas prices if such reductions are tied to any increase in pipeline service costs and/or demand charges, unless such costs or charges are necessitated by significant changes in the Company's system operating conditions.

(e). The Commission shall retain the ability to evaluate and determine the prudence of the Company's efforts in connection with its procurement of gas and management of its gas supply demand and transportation services.

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## PURCHASED GAS COST ADJUSTMENT PGA

#### F. Gas Supply Incentive Plan (continued)

(f). Subject to the market-out clause of this tariff, no revisions to the GSIP shall be made any sooner than the effective date of rates in the Company's next general rate case proceeding. Any party shall have the right to propose termination or modification of the program in case of significant impacts on the price of natural gas by such acts as acts of God, change in federal or state law or regulation, or significant change in gas supply market or system operating conditions.

During the course of the GSIP, the Company shall provide guarterly monitoring reports to the Staff and Public Counsel detailing any potential price reductions achieved under the GSIP, quantifying the Company's share of any such price reductions, explaining the measures used by the Company to reduce such prices, and a summary of all hedged positions. The reports shall also include monthly details regarding the actual volumes purchased and the actual FOM pricing index that said volumes were priced at compared to the Pipeline FOM Index table above. If any volumes were purchased with a different FOM pricing point (index) or pricing arrangement, separate accounting shall occur so that the actual indices used may be compared to the benchmark indices. This information shall be accumulated in such a fashion to allow a ready comparison of the actual volumes purchased by basin or FOM price point versus the FOM pipeline percentages set out in the table above. The quarterly monitoring reports shall also include details of the monthly volumes (both actual volumes and contracted volumes) of each type of supply contract including baseload supply contracts, combination supply contracts, swing supply contracts and any other type of supply contract. These reports will be due 30 days after the last day of each applicable quarter. The Company shall also provide with its annual ACA filing a reliability report explaining, in reasonable detail, why its gas supplies and transportation services are appropriate to meet anticipated requirements of its firm service customers.

2. The debits to the IA Account shall be allocated to the applicable customer classifications, based on the volumes sold during the ACA period. Debits shall be allocated to the Company's on-system sales customers consistent with the allocation of commodity related charges set forth in A.2.c.

3. For each ACA year, the debits recorded in the IA Account, including any balance from the previous year, shall be accumulated to produce a cumulative balance of incentive adjustments. For purposes of computing new ACA factors for the subsequent twelve-month period beginning with the effective date of the Winter PGA, such cumulative incentive adjustment balances shall be combined with the appropriate Deferred Purchased Gas Costs Account balances. The Company shall separately record that portion of ACA revenue recovery which is attributable to recovery of the IA Account balances. Any remaining balance shall be reflected in the subsequent ACA computations.

4. These calculations exclude any volumes and costs relating to gas supplies sold to the Company by schools or their agents under the Company's Experimental School Transportation Program Tariffs.

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## PURCHASED GAS COST ADJUSTMENT PGA

## G PGA COMPUTATION VOLUMES

Purchase Volumes (P):

Sales Volumes (V):

1,222,811,408 Ccfs

1,153,595,668 Ccfs

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# PURCHASED GAS COST ADJUSTMENT PGA

## H. GAS COST INCENTIVE MECHANISM

The Company and its Firm Sales customers shall share the Off-System Sales margins and Capacity Release Revenues realized by the Company. Firm Sales customers shall retain 75% of the annual off-system sales margins and capacity release revenues and the Company shall retain 25% of such margins. The Company will record in an Incentive Revenue ("IR") Account that portion of revenue retained by the Company according to the sharing percentages.

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## PURCHASED GAS COST ADJUSTMENT PGA

PGA by Rate Class

# I. SUMMARY STATEMENT

Customer Class		<u>CPGA</u>	<u>A.C.A</u>	<u>PGA</u> Rate		
Residential		\$0.47041	(\$0.08575)	\$0.38466		
Small General Service		\$0.47041	(\$0.08575)	\$0.38466		
Large General Service		\$0.47041	(\$0.08575)	\$0.38466		
Unmetered Gas Light *		\$0.47041	(\$0.08575)	\$0.38466		
General L.P. Gas Service		\$1.87900	(\$0.05681)	\$1.82219		
Commercial Seasonal Service		\$0.30681	(\$0.08575)	\$0.22106		
RNG PGA						
	<u>10%</u>	<u>25%</u>	<u>50%</u>	<u>100%</u>		
Residential	\$0.00	\$0.00	\$0.00	\$0.00		
Small General Service	\$0.00	\$0.00	\$0.00	\$0.00		

\* Each Unmetered Gaslight Unit is equal to 15 Ccf.

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## INFRASTRUCTURE SYSTEM REPLACEMENT SURCHARGE (ISRS)

Description: The ISRS is designed to recover the costs associated with the Company's eligible infrastructure replacements in accordance with the provisions of Sections 393.1009 to 393.1015, RSMo.

Applicability: In addition to the other charges provided for in the Company's tariff, a monthly ISRS shall be added to each customer's bill for service rendered on and after the effective date of the ISRS.

Schedule of Surcharges: The amount of the ISRS by rate schedule is as follows:

Residential Service (RS)	\$ 0.00
Small General Gas Service (SGS)	\$ 0.00
Large General Gas Service (LGS)	\$ 0.00
Unmetered Gas Light Service (UG)	\$ 0.00
General L.P. Gas Service (LP)	\$ 0.00
Transportation (TS)	\$ 0.00

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# Renewable Natural Gas Program (RNG)

#### A. Applicability

The purpose of the Renewable Natural Gas Program is to allow customers to purchase all or a portion of their natural gas requirements from renewable sources. Amounts recovered from customers will be used to pay for the commodity cost of renewable natural gas, including environmental attributes; program administrative and marketing expenses; and a utility financial incentive.

#### B. Availability

Available to Residential and Small General Service customers. The Company will examine specific customer RNG agreements for its Large General Service and Transportation customers.

C. Definitions

RNG Purchase Quantity: the amount of RNG sold to the customer in a particular month in Ccf's RNG Purchase Amount: a monthly purchase of RNG, based on average customer usage within each rate class according to the following percentages: 10%, 25%, 50%, or 100%. RNG Price: Updated annually, see Sheet 11. RNG Purchase: the amount billed to the customer in a particular month for RNG

#### D. Program Operation

Customers who choose to participate will designate their RNG Purchase amount. The quantity of RNG provided to the participating customer will equal the RNG Purchase Amount divided by the RNG Price, or the customer's actual metered natural gas usage, whichever is less.

Customer's bills will reflect a single PGA charge that reflects their elected level of RNG program participation. The RNG component of the PGA will equate to the participating customer's RNG Purchase Quantity multiplied by the RNG Price.

The RNG Purchase is not subject to the Purchase Gas Adjustment, but is subject to any other applicable adjustments and surcharges, including city surcharge or sales tax.

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# Renewable Natural Gas Program (RNG)

#### E. Use of Revenue

At least ninety percent of RNG Purchase revenues will be used to offset the commodity cost the Company pays for renewable natural gas supply, including environmental attributes. Up to ten percent of revenues collected through customers' RNG Purchases may be used to offset RNG program marketing and administrative expenses and provide a utility financial incentive. The utility financial incentive will not exceed ten cents per Ccf of renewable natural gas suppled to RNG voluntary program participants.

The Company will maintain an accounting of the monthly balance of total RNG Purchase revenues, expenses associated with offering the RNG program, including RNG purchases and administrative and marketing expenses, and utility incentives. The Company may petition the Commission to annually adjust the RNG Price depending on the cumulative balance of revenues received and expenses incurred.

#### F. Renewable Natural Gas Purchase

. Due to variability of renewable resources, the Company may have an excess or shortage of renewable supply in any given month, but supply will approximately balance out over the course of a year. RNG may be purchased by the Company at any point during the calendar year in which the revenue is received, within six months prior to the start of that calendar year, or the three months following that calendar year.

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# Renewable Natural Gas Program (RNG)

#### F. TERMS AND CONDITIONS

- 1. A customer must select an RNG Purchases Amount at the time of subscription. The minimum RNG Purchase Amount will be \$1 and the RNG Purchase Amount must be whole dollar amount.
- 2. The minimum subscription period is twelve months from the time the subscription for residential customers and two RNG program years for commercial and industrial customers. The time of subscription is the first day of the first billing cycle in which the customer receives RNG program charges. RNG program years extend from October 1 to the following September 30. In the event that a commercial or industrial customer's minimum subscription period will run through the remainder of the RNG program year in which the customer subscribed and continue through the following two RNG program years. After the minimum subscription period, residential customers may continue to subscribe on a month-to-month basis and may terminate their subscription with 30-days notice. Following the minimum subscription period, commercial and industrial customers may continue to subscribe on a year-to-year basis and may terminate their subscription with 30-days notice prior to the end of a RNG program year.

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# BILLING OF LICENSE, OCCUPATION, OR OTHER SIMILAR CHARGES OR TAXES

There shall be added to the Customer's bill, as a separate item, an amount equal to any license, occupation, or other similar charge or tax now or hereafter imposed upon the Company, whether imposed by ordinance or franchise or otherwise, applicable to gas service by the Company to the Customer.

Where such charge or tax is imposed as a percentage of gross or net receipts or revenues from sales of gas, the amount of such charge or tax applicable to gas service to a Customer shall be determined by applying the rate imposed by the taxing authority.

Where such charge or tax is not imposed as a percentage of gross or net receipts or revenues from sales of gas, the amount of such charge or tax applicable to gas service to a Customer shall be determined by dividing the amount of the tax or charge applicable to the billing month by the number of Customers of the Company within the jurisdiction of the taxing authority billed during the previous billing month.

Where more than one such charge or tax is imposed by a taxing authority, the total of such charges or taxes applicable to a Customer may be billed to the Customer as a single amount.

Charges or taxes referred to in this schedule shall in all instances be billed to Customers on the basis of Company rates effective at the time of billing. There shall be returned or credited to Customers, in accordance with the Purchased Gas Adjustment Clause contained in Sheet Nos. 11 through 11.16, inclusive, that part of such charges or taxes which is collected from Customers but is not paid by the Company to taxing authorities because of refunds which the Company may receive and subsequently does receive from the Company's suppliers and which refunds are returned or credited to the Company's Customers.

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# EXPERIMENTAL SCHOOL TRANSPORTATION PROGRAM STP

#### A. Overview:

Pursuant to Section 393.310 of the RSMo, the Company shall permit eligible school entities ("ESEs"), as defined in such section, to participate in an experimental program under which the natural gas supply and transportation requirements of participating ESEs are aggregated by a not-for-profit school association ("Association") on behalf of such ESEs. The Association shall be responsible for the acquisition of the ESEs' aggregated gas supplies and delivery of such supplies to the Company's distribution system in accordance with Section C below. The Company shall provide distribution service to the ESEs by delivering such gas supplies acquired by the Association to the ESEs' premises.

### B. Availability of Service:

This service shall be available to all ESEs. By September 1 of each year, the Association shall provide the Company with an initial list of each school premise, including the address and the Company account number, where such service is to be provided starting the following November. By November 1 the Association may supplement such list so long as the additional projected aggregation volumes resulting from such supplement do not exceed the original projected volumes by more than 20%. The aggregation service for any customers added between September 1 and November 1 shall commence January 1.

#### C. Supply Planning Obligations:

By October 1 each year the Company shall provide the Association with an initial 1. temperature based equation ("Delivery Schedule") which will be used by the Association as a guide to determining the daily amount of natural gas the Association must arrange for delivery into the Company's distribution system to meet the gas supply requirements of the participating schools during the subsequent 12 months ending October 31 period ("Aggregation Year"). However, the Company and the Association may make adjustments as needed to the requirements indicated by the Delivery Schedule in order to reflect the consumption pattern of the schools throughout the year and to minimize the accumulation of the imbalances as described in Section D below. The Delivery Schedule shall consist of the sum of the estimated base load and estimated heating load for all of the participating ESEs as such estimated loads are described in Sheet No. R-25 of the Company's tariff. The Normalization Adjustment Factors described in Sheet No. R-25 are set forth in Section I. (The equation will reflect, among other factors, unaccounted-for-gas, as a percentage of sales, that will be determined annually by the Company. The Company shall notify the Association of such percentage by October 1, which percentage shall consist of a base level of 2.5%, adjusted for the departure of actual unaccounted-for-gas from such base level in the previous Actual Cost Adjustment year.) By December 1 the Company shall provide the Association with a revised Delivery Schedule which will be used by

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# EXPERIMENTAL SCHOOL TRANSPORTATION PROGRAM STP

C. Supply Planning Obligations (continued):

the Association as a guide to determining the daily amount of natural gas the Association must arrange for delivery into the Company's distribution system to meet the gas supply requirements of the participating schools during the subsequent January 1 through October 31 period.

2. Once per week during the October 15 through April 30 period, the Company shall provide the Association with the forecasted daily temperature for the one week period beginning the next day. Such forecast is to be used by the Association with the Delivery Schedule, adjusted as described in Section C.1. above ("Adjusted Delivery Schedule"), to determine the daily delivery requirements for such week. If for any business day during the October 15 through April 30 period the Company or the pipeline issues a critical day flow order or period of curtailment, or the Company determines a system operational need, then by 9:00 a.m. of such day the Company shall provide the Association with the applicable following day's (days') forecasted daily temperature that is to be used by the Association with the Adjusted Delivery Schedule to determine the applicable following day's (days') delivery requirements. The information under this paragraph shall normally be provided by email.

D. Imbalances:

Any difference between the total volumes delivered to all of the participating ESEs and the volumes of gas nominated by the ESEs' agent for delivery into the Company's distribution system, after adjusting for the differences that arise from the Company's revenue cycle billing of customers and the calendar month purchases of gas supplies, shall be accumulated in an imbalance account. Any over-delivery or under-delivery of gas in such imbalance account shall be used to ratably increase or reduce the amount of gas the Association must arrange for daily delivery into the Company's distribution system in the subsequent month.

E. Transportation Capacity:

The Company will release to the participating ESEs or their agent firm transportation capacity on Enable MRT, Spire STL, or Southern Star Central in coordination with the Company. Final determination will be based on operational availability by the Company. The rate will be corresponding maximum FERC-approved rates on a recallable basis, but will not be recalled by the Company unless requested by the Association and agreed to by the Company, or unless the Association fails to deliver gas supplies in accordance with the Adjusted Delivery Schedule, as further adjusted for any imbalance, as set forth in Section G.

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ISSUED BY:	Scott Weitzel, Managing Director, Regulatory Spire Missouri Inc., St. Louis, MO. 63101	& Legislative Affairs

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# EXPERIMENTAL SCHOOL TRANSPORTATION PROGRAM STP

E. Transportation Capacity (continued):

The amount of capacity released shall equal during the November through March winter months and during the April through October summer months 135% and 60% respectively, of the average daily consumption of participating ESEs in the peak usage month for each such ESE that occurred during the 24 months ending September 30, 2002. If such usage history is not available, such consumption shall be estimated using the factors described in Sheet No. R-25 of the Company's tariff for such ESE and the peak monthly degree days that occurred during the 24 months ending September 30, 2002.

F. Billing, Payment and Reporting Responsibilities

Each month the Company shall bill each eligible entity for gas metered at each entity's premise at the non-gas distribution rates under which service is provided to such entity. In addition, the Company shall bill each ESE an Aggregation Fee and a Balancing Fee plus any additional charges and Incremental Costs as described in Sections G and H below.

#### Aggregation Fee

An ESE enrolled in the STP shall be assessed an Aggregation Fee of \$0.003 per Ccf for all gas delivered. This fee is subject to adjustment on an annual basis.

#### Balancing Fee

An ESE enrolled in the STP shall be assessed a Balancing Fee of \$0.002 per Ccf for all gas delivered through any meter on which EGM equipment is not installed. This fee is intended to recover costs for such customers associated with any difference between actual daily deliveries and actual daily consumption. This fee shall be credited to the Purchased Gas Adjustment Clause and is subject to adjustment on an annual basis.

Payment for such service shall be due the later of the due date appearing on each individual bill or ten days from the date the Company submits an aggregated electronic billing statement, if any, to the Association. In the absence of such an aggregated billing statement, the Company shall provide individual ESE monthly billing data in electronic format to the Association. The Company shall be responsible for the periodic remittance of gross receipts taxes to each municipality for the most recent applicable billing period based on the non-gas distribution billings made to each customer. The Association shall be responsible for the periodic remittance of gross receipts taxes to each municipality for the most recent applicable billing period based on the natural gas and transportation services purchased directly by the Association on behalf of the ESEs located within each such municipality.

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# EXPERIMENTAL SCHOOL TRANSPORTATION PROGRAM STP

#### G. Failure To Deliver Supplies:

As described above, the Association, on behalf of the ESEs, is obligated to deliver supplies into the Company's distribution system in accordance with the Adjusted Delivery Schedule, as further adjusted for any imbalance. In the event such supplies are not so delivered, the Company shall be entitled to convert the ESEs to regular sales service from the Company until the Association is able to resume the delivery of such supplies, and the aggregation service shall be temporarily suspended. The Company may terminate the aggregation service if the Association is unable to resume the delivery of such supplies within five business days, or if the Association has failed to make deliveries in accordance with the Adjusted Delivery Schedule for a third time within the same Aggregation Year. Except in a period when the Company's Basic Transportation customers are limited to their Daily Scheduled Quantities as described in Section C of the Company's Large Volume Transportation and Sales Service rate schedule, the ESEs shall have the option of paying the Unauthorized Use Charge for any volumes not delivered in accordance with the Adjusted Delivery Schedule. In the event the ESEs exercise this option, then such event will not be counted as a failure to deliver for purposes of this section. To the extent that the delivery failure occurs during a period when the Company's Basic Transportation customers are limited to their Daily Scheduled Quantities as described in Section C of the Company's Large Volume Transportation and Sales Service rate schedule, the Company shall bill the Association, on behalf of the ESEs, the Unauthorized Use Charge set forth in such section for each Ccf not delivered in accordance with the Adjusted Delivery Schedule.

#### H. Incremental Costs:

So as to ensure that this aggregation program will not have any negative impact on the Company or its other customers, and that the charges for the service produce revenues sufficient to recover all incremental costs of the service, charges for this service shall be adjusted, as necessary, to fully recover the incremental cost of providing the service, to the extent such costs are not otherwise recovered through other provisions of this tariff. Any under collection shall be recovered over a period of twelve months. Payments for capacity made available by the Company under Section E shall not be considered capacity release revenues, and shall be credited to the Deferred Purchase Gas Cost Account, provided that the Company may seek to recover, through an ACA adjustment, any losses in such revenues that the Company experiences as a result of making such capacity available, and provided further that the Company shall not be required to absorb the cost of any pipeline capacity formerly reserved to satisfy the requirements of the ESEs prior to the onset of the program.

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# EXPERIMENTAL SCHOOL TRANSPORTATION PROGRAM STP

I. Normalization Adjustment Factors:

The Normalization Adjustment Factors for each month to be used in the derivation of the Delivery Schedule described in Section C above are as follows:

October	1.2
November	1.3
December	1.6
January	1.8
February	1.7
March	1.6
April	1.3
Мау	1.2
June	1.1
July	1.0
August	1.0
September	1.1

J. Disposition of Gas Cost Differences Accrued Prior to November 1, 2007

Any differences accrued under the program prior to November 1, 2007 between the Association's cost of gas, including the aggregation and balancing fee, and the gas costs billed to the ESEs through the Company's Purchased Gas Adjustment rates shall continue to be flowed through to the ESEs until such cost differences are extinguished.

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## MISCELLANEOUS CHARGES

#### **RECONNECTION CHARGES**

Charges for reconnection of service as described in Rule No. 12 of this tariff, shall be as follows:

- (A) Residential Customer \$95
- (B) Commercial or Industrial Customer, the greater of:

(1) The applicable charge set out in (A) above; or

(2) A charge that is equal to the actual labor and material costs that are incurred to complete the disconnection and the reconnection of service.

(C) Residential, Commercial, or Industrial Customer whose service pipe was disconnected and/or whose meter was removed by reason of fraudulent use or tampering, the greater of:

(1) The applicable charge set out in (A) or (B) above; or

(2) A charge that is equal to the actual labor and material costs that are incurred in the removal of the meter or disconnection of the service pipe and the reinstallation of the meter or the reconnection of the service pipe.

#### METER READING NON-ACCESS CHARGE

The charge for non-access as described in Rule No. 18 of this tariff, shall be as follows: Charge for Non-Access \$20

#### **COLLECTION TRIP CHARGE**

The collection trip charge as described in Rule No. 18 of this tariff shall be as follows: Collection Trip Charge \$15

#### AUTOMATED METER READING OPT-OUT CHARGE

The automated meter reading opt-out charge as described in Rule No. 7 of this tariff shall be as follows: One-Time Meter Set-Up Charge \$185 Non-Standard Meter Reading Monthly Charge \$40

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# **RETURNED PAYMENT CHARGE**

A charge shall be assessed for any check or electronic payment submitted to the Company by or on behalf of a customer whenever such payment has been returned by the financial institution through which such payment was to have been made.

**Returned Payment Charge** 

\$15.00

# SERVICE AND METER RELOCATION CHARGES

The charges for changing the location of a customer's service pipe or meter at the customer's request, as described in Rule No. 8 of this tariff, shall be as follows:

<u>Residential</u> Relocate outside meter assembly Move inside meter to a new inside location Adjust height of meter assembly due to a grade char	\$200.00 \$200.00 nge \$125.00
Relocate or extend a service line: Base Cost (Up to 10 feet) Over 10 feet	\$150.00 plus \$8.00 per foot
Miscellaneous	Time and material
Commercial and Industrial	Time and material

The above relocation charges shall be included in the customer's bill for gas service or in a separate billing and may be paid in installments, at the customer's option, over a period of up to three months with no interest or finance costs.

No customer shall be charged to move an inside meter to an outside location contingent upon company approval of meter placement meeting all company safety policies and practices.

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# **METER TEST CHARGES**

The charges for each test of a customer's meter when performed at the customer's request more than once in a twelve month period, unless the meter registration is proved to be inaccurate in excess of 2%, as described in Rule No. 8 of the tariff, shall be as follows:

Residential meter\$80.00Commercial and Industrial meter\$205.00

#### EXCESS FLOW VALVE CHARGES

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

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

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

Installation costs of an EFV on an eligible service line for an existing customer when requested by the customer and when service is not being replaced will consist of:

A. EFV Standard Charge: Customer may request installation of an excess flow valve consisting of a valve and labor for a standard charge of \$1,500 (based on typical minimum requirements) for the EFV installation, subject to the provisions of Section B. Costs for minimum installation requirements will be based on time and material.

B. EFV Installation Beyond or Less than the EFV Standard Charge: Company shall provide an estimate of the actual cost of installation prior to undertaking an installation. Installation of an EFV in excess of that provided by the Standard Charge as determined under Section A will be made by the Company, provided the applicant requesting installation of an EFV deposits, as a contribution-in-aid-of-construction, the Company's estimated cost of such excess. Any variation between any charge under Section A or this Section B and the actual cost of installation shall be refunded to customer within 60 days

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

#### SERVICE INITIATION CHARGE

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

Service initiation charge

\$25.00

Such charge shall be billed to the customer in equal installments over a four month period.

DATE OF ISSUE: December 11, 2020

DATE EFFECTIVE: January 10, 2021

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

# SPIRE ON BILL FINANCING SOBF

Sheet to be updated to reflect tariff in effect at the time of the conclusion of case GO-2021-0126.

DATE OF ISSUE: December 11, 2020

DATE EFFECTIVE: January 10, 2021

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

## **RULES AND REGULATIONS**

# SPIRE MISSOURI INC.

## STANDARD RULES AND REGULATIONS

# APPLYING TO MISSOURI SERVICE AREAS:

## WESTERN MISSOURI SERVICE TERRITORY

All areas and communities served in Andrew, Barry County, Barton County, Buchanan, Carroll, Cass, Cedar, Christian, Clay, Clinton, Cooper, Dade, DeKalb, Greene, Henry, Howard, Jackson, Jasper, Johnson, Lafayette, Lawrence, McDonald, Moniteau, Newton, Pettis, Platte Ray, Saline, Stone, and Vernon Counties.

#### EASTERN MISSOURI SERVICE TERRITORY

City of St. Louis and St. Louis County, Missouri and All Areas and Communities Served in St. Charles County, Missouri. The portion of the Company's service area in St. Charles County south of U.S. Highway 61 and Interstate Highway No. 70 excludes the following areas, all of which are specifically defined in the Stipulation and Agreement in Case Nos. GA-99-107 and GA-99-236, Consolidated: part of Township 47 North, Range 1 East, part of Township 47 North, Range 2 East, part of Township 46 North, Range 1 East, and part of Township 46 North, Range 2 East. The portion of the Company's service area in St. Charles County north of U.S. Highway 61 and Interstate Highway No. 70 includes all unincorporated areas, certain incorporated areas and certain portions within the City of Wentzville along the main that serves the General Motors Assembly Plant site as more specifically set forth in the Commission's May 4, 1999 Order in the aforementioned cases.

All Areas and Communities Served in Butler, Iron, Jefferson, Madison, St. Francois, and Ste. Genevieve Counties, Missouri plus the Franklin County District. The Franklin County District Service Area Generally Consists of Eastern Franklin County and Northeast Crawford County and is Set Out in Detail in the Revised Metes and Bounds Description Filed by the Company on December 4, 1992 in its Application To Relinquish Certificate of Convenience and Necessity. The Franklin County District also includes the City of Sullivan, Oak Grove Village and certain unincorporated areas of Crawford County, Missouri.

DATE OF ISSUE: December 11, 2020

DATE EFFECTIVE: January 10, 2021

For: Spire Missouri

## **RULES AND REGULATIONS**

#### **INDEX OF CERTIFICATED AREAS**

TOWNSHIP	RANGE	SECTIONS
ANDREW CO	UNTY	
T58n	R35w	1,2,3,10,11,12,13,14,15,20,21,22,23,24
T59n	R35w	8,9,10,13,14,15,16,17,22,23,24,25,26,27,34,35,36
BARRY COUN	NIY	
T23n	R27w	5,6,7,8,17,18,19,20,21,27,28,29,30,31,32,33
T23n	R28w	1,12,13,24,25,26,27,28,33,34,35,36
T24n	R27w	6,7,18,19,30,31
T24n	R28w	1,2,11,12,13,14,23,24,25,26,36
T25n	R27w	5,6,7,8,9,10,11,14,15,16,17,20,21,28,29,31,32,33
T26n	R27w	31,32,33
T26n	R28w	36
T27n	R24w	31

Unless specifically noted otherwise, all certificates held by the Company are Area Certificates

DATE OF ISSUE: December 11, 2020

DATE EFFECTIVE: January 10, 2021

ISSUED BY: Scott Weitzel, Managing Director, Regulatory & Legislative Affairs Spire Missouri Inc., St. Louis, MO. 63101

Original

For: Spire Missouri

SHEET No. R-1.2

#### **RULES AND REGULATIONS**

Original

## **INDEX OF CERTIFICATED AREAS**

TOWNSHIP	RANGE	SECTIONS		
BARTON COUNTY				
T30n	R29w	2,3,4,5,6		
T30n	R30w	1,2,3,4,5,6,7		
T30n	R31w	1,11,12		
T31n	R29w	19,20,21,22,23,26,27,28,29,30,31,32,33,34,35		
T31n	R30w	6,7,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,		
		33,34,35,36		
T31n	R31w	1,12,13,24,25,36		
T32n	R30w	19,20,29,30,31,32		
T32n	R31w	1,2,11,12,13,14,23,24,25,26,35,36		
T33n	R31w	1,2,3,11,12,13,14,23,24,25,26,35,36		
BUCHANAN C	OUNTY			
T55n	R33w	4,5,8,9,16,17,20,21,28,29,31,32,33		
T55n	R34w	32,33,34,35,36		
T56n	R33w	28,29,32,33		
T56n	R35w	1,2,3,4,5,6,7,8		
T56n	R36w	1,2,3		
T57n	R35w	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,19,20,		
		21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36		
T57n	R36w	1,2,3,11,12,23,25,26,27,34,35,36		
T58n	R35w	25,26,27,28,29,30,31,32,33,34,35,36		
T58n	R36w	36		

Unless specifically noted otherwise, all certificates held by the Company are Area Certificates

DATE OF ISSUE: December 11, 2020

DATE EFFECTIVE: January 10, 2021

For: Spire Missouri

## **RULES AND REGULATIONS**

# **INDEX OF CERTIFICATED AREAS**

TOWNSHIP	RANGE	SECTIONS		
CARROLL CO	CARROLL COUNTY			
T52n	R23w	4,5,8,9		
T52n	R25w	22,23		
T53n	R23w	28,29,30,31,32,33		
CASS COUNT	Y			
T42n	R33w	4,5,6,7,8,9		
T43n	R29w	6		
T43n	R30w	1,2		
T43n	R33w	29,30,31,32		
T44n	R29w	18,19,30,31		
T44n	R30w	2,3,4,9,10,11,13,14,15,16,21,22,23,24,25,26,27,28,35,36		
T44n	R31w	2,3,4,5,6		
T44n	R32w	6,7,8,18		
T44n	R33w	5,6,8,12,13,17,18,19,20,29,30,32		
T45n	R30w	13,14,15,16,21,22,23,24,25,26,27,28,33,34,35,36		
T45n	R31w	28,29,32,33,34,35		
T45n	R32w	3,4,7,8,9,10,15,16,17,18		
T45n	R33w	32,33		
T46n	R30w	4,5,6,7,8,9,16,17,18,19,20,21		
T46n	R31w	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17		
T46n	R32w	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,		
		17,18,19,20,21,22,23,30		
T46n	R33w	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,		
		18,19, 20,21,22,23,24,25,26,27,28,29,30		

Unless specifically noted otherwise, all certificates held by the Company are Area Certificates

DATE OF ISSUE: December 11, 2020

DATE EFFECTIVE: January 10, 2021

For: Spire Missouri

SHEET No. R-1.4

## **RULES AND REGULATIONS**

## **INDEX OF CERTIFICATED AREAS**

TOWNSHIP	RANGE	SECTIONS			
CEDAR COUN	CEDAR COUNTY				
T33n	R26w	3,4,5,6,7,8,9,10			
T33n	R27w	1,2,3,4,5,6,7,8,9,10,11,12			
T33n	R28w	1,2,3,4,5,6,7,8,9,10,11,12,15,16,17,18,19,20,21,22			
T34n	R26w	3,4,5,6,7,8,9,10,15,16,17,18,19,20,21,22,27,28,29,30,31, 32,33,34			
T34n	R27w	23,24,25,26,31,32,33,34,35,36			
T34n	R28w	4,5,6,7,8,9,16,17,18,19,20,21,28,29,30,31,32,33,34,35,36			
T35n	R28w	3,4,5,8,9,10,15,16,17,20,21,22,27,28,29,32,33,34			
T36n	R28w	15,16,17,20,21,22,27,28,29,32,33,34,35			
CHRISTIAN COUNTY					
T27n	R21w	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22, 23,24,25,26,27,28,29,30,33,34,35,36			
T27n	R22w	1,2,3,10,11,12,13,14,15,22,23,24,25,26,35,36			
T27n	R23w	7,8,9,16,17,18,19,20,21,28,29,30			
T27n	R24w	3,4,9,10,11,12,13,14,15,16,17,20,21,22,23,24,28,29,32,33			
T28n	R21w	31,32,33,34			
T28n	R21w	Certificate granted per Case No. GA-2005-0053, limited to that area located south of Southern View Road, as that road is situated on October 20, 2004, within Sections 35 and 36			
T28n	R22w	33,34,35,36			

Unless specifically noted otherwise, all certificates held by the Company are Area Certificates

DATE OF ISSUE: December 11, 2020

DATE EFFECTIVE: January 10, 2021

For: Spire Missouri

SHEET No. R-1.5

#### **RULES AND REGULATIONS**

## **INDEX OF CERTIFICATED AREAS**

TOWNSHIP	RANGE	SECTIONS
CLAY COUNT	Y	
T50n	R31w	2,3,7,10,11,18
T50n	R32w	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,17,18,23,24
T50n	R33w	1,2,3,10,11,12,13,14,21,22,23,24,26,27,28
T51n	R30w	5,6
T51n	R31w	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22, 23,24,25,26,27,28,29,30,31,32,33,34,35,36
T51n	R32w	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22, 23,24,25,26,27,28,29,30,31,32,33,34,35,36
T51n	R33w	1,2,3,10,11,12,13,14,15,22,23,24,25,26,27,34,35,36
T52n	R30w	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22, 29.30.31.32
T52n	R31w	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22, 23,24,25,26,27,28,29,30,31,32,33,34,35,36
T52n	R32w	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22, 23,24,25,26,27,28,29,30,31,32,33,34,35,36
T52n	R33w	1,2,3,10,11,12,13,14,15,22,23,24,25,26,27,34,35,36
T53n	R30w	1,2,12,13,14,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32, 33,34,35,36
T53n	R31w	1,2,11,12,13,14,15,16,21,22,23,24,25,26,27,28,29,30,31,32, 33,34,35,36
T53n	R32w	25,26,27,28,29,30,31,32,33,34,35,36
T53n	R33w	1,2,3,10,11,12,13,14,15,22,23,24,25,26,27,34,35,36
T54n	R30w	35,36
T54n	R31w	35,36
T54n	R33w	34,35,36

Unless specifically noted otherwise, all certificates held by the Company are Area Certificates

DATE OF ISSUE: December 11, 2020

DATE EFFECTIVE: January 10, 2021

For: Spire Missouri

#### **RULES AND REGULATIONS**

## **INDEX OF CERTIFICATED AREAS**

TOWNSHIP	RANGE	SECTIONS
CLINTON COL	INTY	
T54n	R31w	1,2,11,12,13,14,23,24,25,26
T54n	R33w	1,2,3,10,11,12,13,14,15,22,23,24,25,26,27
T55n	R30w	6,7,18,19,30,31
T55n	R31w	1,12,13,23,24,25,26,35,36
T55n	R33w	1,2,3,10,11,12,13,14,15,22,23,24,25,26,27,34,35,36
T56n	R30w	3,4,5,8,9,10,15,16,17,19,20,21,22,28,29,30,31,32,33
T56n	R31w	24,25,36
T56n	R33w	25,26,27,34,35,36
T57n	R30w	19,20,21,22,23,24,25,26,27,28,33,34
T57n	R31w	19,20,21,22,23,24
T57n	R32w	20,21,22,23,24
COOPER COUNTY		

T47n	R18w	4,5
T48n	R18w	32,33

Unless specifically noted otherwise, all certificates held by the Company are Area Certificates

DATE OF ISSUE: December 11, 2020

DATE EFFECTIVE: January 10, 2021

For: Spire Missouri

SHEET No. R-1.7

## **RULES AND REGULATIONS**

## **INDEX OF CERTIFICATED AREAS**

TOWNSHIP	RANGE	SECTIONS	
DADE COUNT	Y		
T30n	R26w	5,6	
T30n	R27w	1,2,3,4,5,6	
T30n	R28w	1,2,3,4,5,6	
T30n	R29w	1	
T31n	R26w	7,8,17,18,19,20,29,30,31,32	
T31n	R27w	11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,	
		30,31,32,33,34,35,36	
T31n	R28w	3,4,5,6,7,8,9,10,13,14,15,16,17,18,19,20,21,22,23,24,25,26,	
		27,28,29,30,31,32,33,34,35,36	
T31n	R29w	24,25,36	
T32n	R28w	3,4,5,6,7,8,9,10,15,16,17,18,19,20,21,22,27,28,29,30,31,32,	
		33,34	
T33n	R28w	27,28,29,30,31,32,33,34	
DEKALB COUNTY			
T57n	R30w	11,12,13,14,15,16,17,18	
T57n	R31w	7,8,9,10,11,13,14,15,16,17,18	
T57n	R32w	8,9,10,11,12,13,14,15,16,17	

Unless specifically noted otherwise, all certificates held by the Company are Area Certificates

DATE OF ISSUE: December 11, 2020

DATE EFFECTIVE: January 10, 2021

For: Spire Missouri

SHEET No. R-1.8

#### **RULES AND REGULATIONS**

# **INDEX OF CERTIFICATED AREAS**

TOWNSHIP	RANGE	SECTIONS	
GREENE COUNTY			
T28n	R21w	30	
T28n	R22w	13,14,23,24,25	
T28n	R23w	2,3,10,11,14,15,16,17,18,19,20,21,22,23,29,30	
T28n	R23w	28 Certificate granted per Case No. GA-2005-0107	
T28n	R24w	24	
T29n	R23w	2,3,4,5,6,7,8,9,10,11,14,15,16,17,18,19,20,21,22,23,26,27 28,29,30,34,35	
T29n	R24w	1,2,3,4,12,13,24,25	
T30n	R22w	31 Certificate granted per Case No. GA-2004-0241	
		Limited to that area located West of U.S. Highway 160 (as that highway is situated as of February 4, 2004) within Section 31, T30n, R22w, in Greene County, Missouri.	
T30n	R23w	19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36	
T30n	R24w	1,2,3,4,5,8,9,10,11,12,13,14,15,16,17,20,21,22,23,24,25, 26,27,28,29,32,33,34,35,36	
T31n	R24w	13,14,15,16,17,20,21,22,23,24,25,26,27,28,29,32,33,34, 35,36	
T28n	R21w	29 Line Certificate granted per Case No. GA-2003-0492 - Beginning at a point on the Southern section line of said section 50 feet East of the Southwest corner of said section, proceeding East along the Southern section line of said section for a distance of 50 feet; thence North to an intersection with the current location of Southern Star Central's pipeline, thence West a distance of 50 feet, thence South to the point of beginning.	
HENRY COUN	NTY		
T43n	R24w	1,2,11,12	
T44n	R24w	35,36	
HOWARD CO	UNTY		
T50n	R16w	1,2,3,10,11,12,13,14,15,23,24	
T51n	R16w	2,3,4,9,10,11,14,15,16,17,20,21,22,23,26,27,28,29,34,35,36	
T52n	R16w	26,27,28,33,34,35	
Unless specific	cally noted other	wise, all certificates held by the Company are Area Certificates	

Unless specifically noted otherwise, all certificates held by the Company are Area Certificates

DATE OF ISSUE: December 11, 2020

DATE EFFECTIVE: January 10, 2021

For: Spire Missouri

SHEET No. R-1.9

## **RULES AND REGULATIONS**

## **INDEX OF CERTIFICATED AREAS**

TOWNSHIP	RANGE	SECTIONS	
JACKSON COUNTY			
T47n	R29w	7,18,19,20,29,30	
T47n	R30w	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22, 23,24,25,26	
T47n	R31w	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22, 23,24,26,27,28,29,30,31,32,33,34,35	
T47n	R32w	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22, 23,24,25,26,27,28,29,30,31,32,33,34,35,36	
T47n	R33w	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22, 23,24,25,26,27,28,29,30,31,32,33,34,35,36	
T48n	R29w	4,5,6,8,9	
T48n	R30w	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22, 23,24,25,26,27,28,29,30,31,32,33,34,35,36	
T48n	R31w	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22, 23,24,25,26,27,28,29,30,31,32,33,34,35,36	
T48n	R32w	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22, 23,24,25,26,27,28,29,30,31,32,33,34,35,36	
T48n	R33w	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22, 23,24,25,26,27,28,29,30,31,32,33,34,35,36	

Unless specifically noted otherwise, all certificates held by the Company are Area Certificates

DATE OF ISSUE: December 11, 2020

DATE EFFECTIVE: January 10, 2021

For: Spire Missouri

SHEET No. R-1.10

## **RULES AND REGULATIONS**

## **INDEX OF CERTIFICATED AREAS**

TOWNSHIP	RANGE	SECTIONS		
JACKSON CO	JACKSON COUNTY (continued)			
T49n	R29w	18,19,28,29,30,31,32,33		
T49n	R30w	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,		
		23,24,25,26,27,28,29,30,31,32,33,34,35,36		
T49n	R31w	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,		
		23,24,25,26,27,28,29,30,31,32,33,34,35,36		
T49n	R32w	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,		
		23,24,25,26,27,28,29,30,31,32,33,34,35,36		
T49n	R33w	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,		
		23,24,25,26,27,28,29,30,31,32,33,34,35,36		
T50n	R30w	13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,		
		32,33,34,35,36		
T50n	R31w	8,9,10,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,		
		32,33,34,35,36		
T50n	R32w	4,5,6,7,8,9,13,14,17,18,22,23,24,25,26,27,28,29,30,31,32,		
		33,34,35,36		
T50n	R33w	1,2,3,4,5,8,9,10,11,12,13,14,16,21,22,23,24,25,26,27,28,		
		31,32,33,34,35,36		
T51n	R31w	32,33		

Unless specifically noted otherwise, all certificates held by the Company are Area Certificates

DATE OF ISSUE: December 11, 2020

DATE EFFECTIVE: January 10, 2021

For: Spire Missouri

SHEET No. R-1.11

## **RULES AND REGULATIONS**

## INDEX OF CERTIFICATED AREAS

TOWNSHIP	RANGE	SECTIONS
JASPER COUNTY		
T27n	R29w	7,8,9,17,18
T27n	R32w	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18
T27n	R33w	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18
T27n	R34w	1,2,11,12,13,14
T28n	R30w	6,7,18
T28n	R31w	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22
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Unless specifically noted otherwise, all certificates held by the Company are Area Certificates

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Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

#### **RULES AND REGULATIONS**

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SHEET No. R-1.14

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\* In accordance with the Report and Order in GA-2007-0289, Spire West will provide notice to Empire District Gas Company and the Staff of the Missouri Public Service Commission regarding any future development and expansion in these sections.

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Scott Weitzel, Managing Director, Regulatory & Legislative Affairs Spire Missouri Inc., St. Louis, MO. 63101 **ISSUED BY:** 

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

## **RULES AND REGULATIONS**

1. Definitions

<u>Bill</u>. - A written demand for payment for service and the taxes and franchise fees related to it. Such bill may be in electronic form if agreed to by the customer and the Company.

<u>Billing Period</u>. - A normal usage period of no less than 26 nor more than 35 days, except for initial, corrected or final bills. Any billing period of less than 26 days or greater than 35 days shall be prorated.

Business Day. Same as Working Day – Monday through Friday – excluding holidays.

Commission. - The Public Service Commission of the State of Missouri.

<u>Company</u>. - The word "Company" as used herein means Spire Missouri Inc. and its Missouri operating units, Spire Missouri East and Spire Missouri West, acting through its duly authorized officers, employees, or other agents within the scope of their regular duties. The word Company shall be used for any provision of these Standard Rules and Regulations that applies to both operating units and the names Spire Missouri East or Spire East, and Spire Missouri West or Spire West, shall be used for any provision that applies specifically to that operating unit.

Complaint. - An informal or formal complaint under 20 CSR 4240-2.070.

<u>Customer</u>. - A person or other legal entity responsible for payment for gas service at any single specified location except one denoted as a guarantor.

<u>Credit Rating</u>. - A score, grade, or value received from a nationally known commercial credit source that uses data from a credit history model developed for the purpose of grading or ranking credit report data.

<u>Customer Extension</u>. - Any branch from, or continuation of, existing facilities to the point of delivery to the customer, including increases of capacity of any of the Company's facilities, or the changing of any facilities to meet customer's requirements and including all mains, service pipe, pressure regulators, and meters.

<u>Customer's Installation</u>. - All piping, fixtures, valves, appliances, and apparatus of any kind or nature on the customer's side of the point of delivery, useful in connection with the customer's ability to take gas service.

<u>Cycle Billing</u>. - A system which results in the rendition of bills to various customers on different days of a month.

<u>Delinquent Charge</u>. - A charge remaining unpaid by a customer after the delinquent date.

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For: Spire Missouri

## **RULES AND REGULATIONS**

1. Definitions (continued)

<u>Delinquent Date</u>. - The date stated on a bill which shall be at least twenty-one (21) days for a residential customer, and at least fifteen (15) days for a non-residential customer, from the rendition of the bill by the Company, or the extended payment date, if applicable, unless otherwise stated in the specific tariff sheet(s) under which gas service is provided.

<u>Deposit</u>. - A money advance to the Company for the purpose of securing payment of delinquent charges which might accrue to the customer who made the advance.

Discontinuance of Service or Discontinuance. - A cessation of service not requested by a customer.

<u>Due Date</u>. - The date stated on a bill when the charge is considered due and payable. This is the same as the delinquent date.

<u>E-bill</u>. - A bill delivered electronically to the customer, or to a web site selected by the customer, that can be viewed on a computer screen.

<u>Estimated Bill</u>. - A charge for utility service which is not based on an actual reading of the meter or other registering device by an authorized Company representative.

<u>Extended Payment Date Program</u>. - The plan offered at the Company's option in which the delinquent date for the charges stated on a bill for an enrolled residential customer shall occur seven calendar days after the delinquent date for non-enrolled residential customers, provided that such extended date shall not be less than two work days prior to the next scheduled billing date. Such extended date shall not apply if the customer's bill includes a notice of discontinuance of service. Enrollment requires written application including certification that the customer or the spouse of the customer is a Social Security benefit recipient and including authorization for the Company to verify that Social Security benefits are received.

Extension Agreement. - A verbal agreement between the Company and the customer extending a payment e delinquent date.

<u>Gas Main</u>. - The term "Main" shall mean a gas pipe, owned, operated, and maintained by the Company but does not include "gas service pipes."

<u>Gas Meter</u>. - The meter, or meters, together with any auxiliary devices installed to measure the quantity of gas delivered to any individual customer at a single point of delivery.

<u>Gas Regulator</u>. - The regulator, or regulators, if required, together with any auxiliary devices, installed to reduce or regulate the pressure of gas.

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ISSUED BY:	Scott Weitzel, Managing Director, Regulatory & Spire Missouri Inc., St. Louis, MO. 63101	& Legislative Affairs

Spire Missouri Inc. d/b/a/ Spire

# **RULES AND REGULATIONS**

1. Definitions (continued)

<u>Gas Service</u>. - The availability of gas at delivery characteristics, irrespective of whether any gas is actually used.

Gas Service Facilities. - The facilities joining the gas main to the point of delivery. The facilities include:

- (a) Gas Service Pipe
- (b) Gas Meter
- (c) Gas Regulator

<u>Gas Service Pipe</u>. - The piping including valves and fittings joining the gas main to the inlet of the gas meter, but exclusive of gas regulators.

<u>Guarantee</u>. - A written promise from a third party to assume liability up to a specified amount for delinquent charges which might accrue to a particular customer.

<u>House Piping or Fuel Line</u>. - All piping, fixtures, valves, appliances and apparatus of any kind installed downstream from the outlet of Company's meter or Company owned piping, whichever is further downstream.

In Dispute. - Any matter regarding a charge or service which is the subject of an unresolved inquiry.

Late Payment Charge. - An assessment on a delinquent charge in accordance with a utility tariff on file with the Commission and in addition to the delinquent charge.

Master Meter. - A Company owned meter providing service to a customer-owned distribution network.

Meter. - See "Gas Meter."

<u>Point of Delivery</u>. - The point at which the Company's piping extending from the outlet of the gas meter is joined to the piping forming part of the customer's installation. The point of delivery shall be located within three feet of the meter outlet.

<u>Purchased Gas Adjustment Clause</u>. - The adjustment procedure approved by the Commission to recognize variations in the cost of purchased gas.

<u>Rendition of a Bill</u>. - The mailing, hand delivery or electronic posting or delivery of a bill by the Company to a customer. The Company shall be required to render a bill through only one of the foregoing methods.

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## **RULES AND REGULATIONS**

#### 1. Definitions (continued)

<u>Residential Customer</u>. - A customer who purchases gas service for domestic use, including gas service provided to a single family dwelling or to a single meter serving a multiple family dwelling consisting of four (4) or fewer single family dwelling units, regardless of whether the customer is the ultimate consumer of the gas service. In addition, a customer who purchases gas service for such a dwelling while the dwelling is vacant shall be classified as a Residential Customer. This definition is intended to satisfy the provisions of Section 144.030.2(24) RSMo, by establishing and maintaining a system and rate classification of "residential" to cause sales to residential customers under any of the Company's rate schedules to be considered as sales made for domestic use and thus exempt from sales tax.

<u>Residential Service</u>. - The provision of or use of a utility service to/by a residential customer.

<u>Seasonally Billed Customer</u>. - A residential customer billed on a seasonal basis in accordance with a utility tariff on file with the Commission.

<u>Service Line – Customer Owned</u>. - That portion of the service line, which is owned by the customer, extending from customer's property line or customer's side of the drainage ditch or curb line to the inlet of Company's meter.

<u>Settlement Agreement</u>. - An agreement between a customer and the Company which resolves any matter in dispute between the parties or provides for the payment of undisputed charges over a period longer than the customer's normal billing period.

Termination of Service or Termination. - A cessation of service requested by a customer.

<u>Utility Charges</u>. The rates for utility service and other charges authorized by the Commission as an integral part of utility service.

Working Day: Same as Business Day – Monday through Friday – excluding holidays.

<u>Yard Line</u>. - The term yard line is used in conjunction with outside meter settings to designate the underground piping installed from the outlet of Company's meter to the building wall. In the event multiple buildings are being served, building shall mean that building nearest to the connection to the service line.

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## **RULES AND REGULATIONS**

## 2. General

Company shall furnish service under its Rate Schedules and these Standard Rules and Regulations as authorized by the Commission. Copies of these as filed are available at the offices of the Company and on the Company's website (SpireEnergy.com).

These Standard Rules and Regulations shall govern except as modified by special terms and conditions of the individual rates or written contracts. Because Commission jurisdiction constitutes a legislative recognition that the public interest in proper regulation of public utilities transcends municipal or county lines, and that a centralized control must be entrusted to an agency whose continually developing expertise will assure uniformly safe, proper and adequate service by the Company, no regulations or ordinances of local governments shall be permitted to impose any requirements on the Company's provision of natural gas service (excepting local permit requirements for excavation and restoration of public rights-of-way, and except in specific instances where the providing of such service will itself cause a substantial and direct threat of injury to persons or property), which are different from or in addition to such Standard Rules and Regulations and the Commission's regulations, unless such requirements are approved by the Commission for uniform application throughout the Company's service area.

Certain classes of customers may qualify for service under more than one rate schedule. The availability of rates and the conditions under which they are applicable are set forth in the rate schedules of the Company.

Unless otherwise specifically provided in any rate applicable or in a contract between the customer and the utility, the term of any agreement shall commence on the day the customers' installation is connected to the Company's service for the purpose of taking gas and shall continue thereafter until cancelled by either party.

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## **RULES AND REGULATIONS**

#### 3. Applications

An application for service will be required of each customer. Such application shall contain the information necessary to determine the type of service required by the customer, the condition under which service will be rendered, and such credit information as the Company may require. Company does not guarantee that customer will be served under the most favorable rate at all times and will not be held responsible to notify customers of the most advantageous rate. No refund will be made representing the differences in charge under different rates applicable to the same class of service. Company may require that the application or contract for service be in writing.

#### 4. Rate Changes

The customer shall agree to notify Company promptly in writing of any material changes in his installation or load condition. Upon such notification, Company will assist in determining if a change in rate schedules is appropriate or required. Not more than one optional change in rate schedules will be made within any twelve-month period unless the customer experienced a substantial change in the equipment in which the gas is used.

5. Deposits

#### Residential

A. The Company may require a deposit or other guarantee as a condition of new residential service if:

(1) The customer has outstanding with a utility providing the same type of service, an unpaid bill which accrued within the last five (5) years and, at the time of the request for service, remains unpaid and not in dispute;

(2) The customer has in an unauthorized manner interfered with or diverted the service of a utility providing the same service situated on or about or delivered to the customer's premises within the last five (5) years;

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## **RULES AND REGULATIONS**

5. Deposits (continued)

Residential (continued)

(3) The customer's Equifax Advanced Energy Risk Score (EAER Score) is lower than an acceptable score with the Company's credit scoring agency or its own internal payment scoring system. Those customers without an EAER Score will not be assessed a deposit under this subsection. Such credit scoring criteria is being implemented on an experimental basis;

or

(4) The customer fails to provide proof of identity upon request. Proof of identity is to include official picture identification or other verifiable documentation of identity, and correct social security number.

B. The Company may require a deposit or guarantee as a condition of continuing or reestablishing residential service if –

(1) The service of the customer has been discontinued by the Company for nonpayment of a delinquent account not in dispute;

(2) In an unauthorized manner, the customer interfered with or diverted the service of the Company situated on or about or delivered to the customer's premises; or

(3) Except as provided in Section 393.152 RSMo and Commission Rule 20 CSR 4240-13.030(2)(C), the customer has failed to pay an undisputed bill on or before the delinquent date for five (5) billing periods out of twelve (12) consecutive monthly billing periods. Prior to requiring a customer to post a deposit under this subsection, the utility shall send the customer a written notice explaining the utility's right to require a deposit or include such explanation with each written discontinuance notice.

C. Deposits for gas service assessed under the provisions of subsection (B)(1) or (3) of this rule during the months of November, December and January may be paid, if the customer is unable to pay the entire deposit, by installments over a six (6)-month period.

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## **RULES AND REGULATIONS**

5. Deposits (continued)

Residential (continued)

D. A deposit shall be subject to the following terms:

(1) It shall not exceed two (2) times the highest bill or four (4) times the average bill for utility charges actually incurred or estimated to be incurred by the customer during the most proximate twelve (12)- month period at the service location or, in the case of a new customer, who is assessed a deposit under subsection (A)(3) of this rule, one sixth (1/6) of the estimated annual bill for utility charges at the requested service location;

(2) It shall bear interest at the rate specified below which shall be credited annually upon the account of the customer or paid upon the return of the deposit, whichever occurs first. Interest shall not accrue on any deposit after the date on which a reasonable effort has been made to return it to the customer. Records shall be kept of efforts to return a deposit.

(3) Upon discontinuance or termination other than for a change of service address, it shall be credited, with accrued interest, to the utility charges stated on the final bill and the balance, if any, shall be returned to the customer within twenty-one (21) days of the rendition of the final bill. Such application of deposit and accrued interest to the payment of unpaid bills shall not affect Company's legal right to collect remaining unpaid balances;

(4) Upon satisfactory payment of all undisputed utility charges during the last twelve (12) billing months, it shall be promptly refunded or credited, with accrued interest, against charges stated on subsequent bills. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent provided it is not in dispute. Payment of a disputed bill shall be satisfactory if made within ten (10) days of resolution or withdrawal of the dispute. The Company may withhold refund of a deposit pending the resolution of a dispute with respect to charges secured by the deposit;

(5) Each customer posting a security deposit shall receive in writing at the time of tender of deposit or with the first bill a receipt as evidence of deposit, unless the Company shows the

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## RULES AND REGULATIONS

5. Deposits (continued)

Residential (continued)

existence or nonexistence of a deposit on the customer's bill, in which event the receipt shall not be required unless requested by the customer. The receipt shall contain the following minimum information

- 1. Name of customer;
- 2. Date of payment;
- 3. Amount of payment;
- 4. Identifiable name, signature and title of the Company employee receiving payment; and
- 5. Statement of the terms and conditions governing the payment, retention and return of deposits;

(6) The Company shall provide means where a person entitled to a return of a deposit is not deprived of the deposit refund within five (5) years following the date that the customer is due for a deposit return even though s/he may be unable to produce the original receipt for the deposit; provided, s/he can produce adequate identification to ensure that s/he is the customer entitled to refund of the deposit;

(7) No deposit or guarantee or additional deposit or guarantee shall be required by the Company because of race, sex, creed, national origin, marital status, age, number of dependents, source of income, disability or geographical area of residence; and

(8) A customer required to make a deposit under subsection (B) (1) or (3) of this rule may pay the deposit in installments unless the Company can show a likelihood that the customer does not intend to pay for the service because of prior unauthorized interference or diversion of service.

E. In lieu of a deposit, the Company may accept a written guarantee. The limit of the guarantee shall not exceed the amount of a cash deposit.

F. A guarantor shall be released upon satisfactory payment of all undisputed utility charges during the last twelve (12) billing months. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent provided it is not in dispute. Payment of a disputed bill shall be satisfactory if made within ten (10) days of resolution or withdrawal of the dispute.

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#### 5. Deposits (continued)

#### Non-Residential

The Company may require a deposit or suitable guarantee from any non-residential customer to assure prompt payment of bills as they mature, not to exceed an estimated amount equivalent to two (2) times the highest bill or four (4) times the average bill for the service location. Interest shall be paid on such deposits at the rate specified below.

Deposits and accrued interest, or release of guarantee, shall be refunded after the customer has established a satisfactory payment record for a period of 12 consecutive months or upon termination or discontinuance of service. As of the date of termination or discontinuance of service, the deposit and accrued interest shall be applied to the final bill and the balance, if any, returned promptly to the customer. Company shall have a reasonable period of time in which to read its meters, compute the final bill and to ascertain that the obligations of the customer have been fully performed. Such application of deposit and accrued interest to the payment of unpaid bills shall not affect Company's legal right to collect remaining unpaid balances. In no event shall interest accrue on any deposit after the date the Company has made a reasonable effort to return such deposit to the customer.

#### Interest Rate

Interest on deposits shall be paid at a per annum rate equal to the prime bank lending rate plus one percentage point as published in The Wall Street Journal for the last business day of the preceding calendar year, compounded annually. For commercial and industrial customers, the rate of interest of the cash deposit shall be equal to the prime lending rate minus two percentage points, but not less than zero, as published in the Wall Street Journal for the last business day of the preceding calendar year, compounded annually, if the Company keeps the cash deposit in a separate and distinct trust fund and deposited as such in some bank or trust company and not used by the Company in the conduct of its business.

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#### RULES AND REGULATIONS

- 6. Rendering and Payment of Bills
  - A. General

(1) The Company shall normally render a bill for each billing period to every customer in accordance with its tariff. Where a bill is rendered that includes a billing period of less than 26 days or more than 35 days, the fixed monthly charge shall be calculated by dividing the number of days in the customer's billing period by 30 days, multiplied by the applicable fixed monthly charge. Bills are payable on or before the delinquent date stated thereon. Failure to receive a bill will not entitle the customer to any discount or to the omission of any charge for nonpayment within the time specified. The word "month" as used herein and in the rates is hereby defined to be the elapsed time of approximately thirty days.

(2) Each bill rendered by the Company shall be computed on the actual usage during the billing period except as follows:

(a) The Company may render a bill based on estimated usage as provided in Commission Rule 13.020(2)(A), including but not limited to: (i) when extreme weather conditions, emergencies, labor agreement or work stoppages prevent actual meter readings; and (ii) when the Company is unable to obtain access to the customer's premises for the purpose of reading the meter or when the customer makes reading the meter unnecessarily difficult. If the Company is unable to obtain an actual meter reading for the reasons stated under Rule 13.020(2)(A)(1-3), where practicable, it shall undertake reasonable alternatives to obtain a customer reading of the meter, such as mailing or leaving postpaid, pre-addressed postcards upon which the customer may note the reading unless the customer requests otherwise.

(b) The Company shall not render a bill based on estimated usage for more than three (3) consecutive billing periods, except under conditions described 2(A)1-2(A)4 in Commission Rule 13.020.

(c) The Company shall not render a bill based on estimated usage as a customer's initial or final bill for service unless conditions beyond the control of the Company prevent an actual meter reading except by agreement with the customer.

(d) When the Company renders an estimated bill in accordance with these rules, it shall:

(i). Maintain accurate records of the reasons for the estimate and the effort made to secure an actual reading;

(ii). Clearly and conspicuously note on the bill that it is based on estimated usage; and

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#### RULES AND REGULATIONS

6. Rendering and Payment of Bills (continued)

A. General (continued)

(iii). Use customer-supplied readings, whenever viable, to determine usage.

(e) When the Company underestimates a residential customer's usage, the customer shall be given the opportunity, if requested, to make payments in installment.

(3) If the Company is unable to obtain an actual meter reading for three (3) consecutive billing periods, the Company shall advise the customer by first class mail or personal delivery that the bills being rendered are estimated, that estimation may not reflect the actual usage and that the customer may read and report gas usage to the Company on a regular basis. The procedure by which this reading and reporting may be initiated shall be explained. The Company shall attempt to secure an actual meter reading from customers reporting their own usage at least annually. These attempts shall include personal contact with the customer to advise the customer of the regular meter reading day. The Company shall offer appointments for meter readings on Saturday or prior to 9:00 p.m. on weekdays. Discontinuance of the service of a customer who is reading and reporting usage on a regular basis because of inability to secure an actual meter reading shall not be required.

(4) If a customer fails to report usage to the Company, the Company shall obtain a meter reading at least annually. The Company shall notify the customer that if usage is not reported regularly by the customer and if the customer fails, after written request, to grant access to the meter, then service may be discontinued pursuant to 20 CSR 4240-13.050.

(5) Notwithstanding section (2) of this rule, the Company may bill its customers in accordance with equal payment billing programs at the election of the utility customer, provided the equal payment billing program has been previously approved by the Commission.

(6) The Company may bill its customers on a cyclical basis if the individual customer receives each billing on or about the same day of each billing period. If the Company changes a meter reading route or schedule which results in a change of nine (9) days or more of a billing cycle, notice shall be given to the affected customer at least fifteen (15) days prior to the date the customer receives a bill based on the new cycle.

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## RULES AND REGULATIONS

- 6. Rendering and Payment of Bills (continued)
  - A. General (continued)

(7) A monthly-billed residential customer shall have at least twenty-one (21) days from the rendition of the bill to pay the utility charges unless the customer is enrolled in the extended payment date program. If the delinquent date falls upon a Sunday, legal holiday, or any other day when the offices of the Company regularly used for the payment of customer bills are not open to the general public, the delinquent date shall be extended through the next business day. The date of payment for remittance by mail or for remittances originated electronically is the date on which the Company receives the remittance. The Company shall not base an assessment of a deposit or delinquent charge, or a discontinuance of service, on a payment that was made to a payment agent on or before the delinquent date.

(8) The Company shall not assess an additional charge upon a customer by reason of the customer's failure to pay any balance due and owing prior to the delinquent date unless this additional charge has been approved by the Commission as a part of the Company's rate tariffs.

(9) Every bill for residential utility service shall clearly state –

(a) The beginning and ending meter readings of the billing period and the dates of these readings;

(b) The date when the bill will be considered due and the date when it will be delinquent, if different;

(c) Any previous balance which states the balance due for utility charges separate from charges for services not subject to Commission jurisdiction;

(d) The amount due for the most recent billing period for gas usage stated separately from the amount due for the same period for a deposit and the amount due for the same period for service not subject to Commission jurisdiction;

- (e) The amount due for other authorized charges;
- (f) The total amount due;

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#### RULES AND REGULATIONS

- 6. Rendering and Payment of Bills (continued)
  - A. General (continued)

(g) The telephone number the customer may call from the customer's service location without incurring toll charges and the address of the Company where the customer may initiate an inquiry or complaint regarding the bill as rendered or the service provided. Charges for measured local service are not toll charges for purposes of this rule;

(h) License, occupation, gross receipts, franchise, property and sales taxes (which may be combined into one line item for "taxes"); and

- (i) Purchased gas adjustment cost in total or cents per unit basis.
- (10) The Company shall render a separate billing for service provided at each address unless otherwise requested by the customer and agreed to by the Company.

(11) During the billing period prior to any tariffed seasonal rate change, the Company shall notify each affected residential customer, on the bill, on a notice accompanying the bill or a website link referenced by an e-bill, of the direction of the upcoming seasonal rate change and the months during which the forthcoming seasonal rate will be effect.

B. Modification of Questionable Meter Readings.

Any modification of a questionable actual meter reading or device reading is subject to the following requirements:

If an actual reading is obtained after three or more consecutive estimates, the actual reading must be used unless the Company in good faith believes that the reading is not accurate.

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## **RULES AND REGULATIONS**

6. Rendering and Payment of Bills (continued)

B. Modification of Questionable Meter Readings. (continued)

A second modification within a twelve-month period cannot be made without attempting to obtain a confirming or correcting reading by means of a special meter reading attempt, or a request of the customer to schedule an inspection of meter or reading device. If a reading (or inspection) is not obtained. A notice on the bill informing the customer that the bill is estimated and does not reflect an actual meter reading.

C. Partial Payments.

The Company may include charges for special services and unregulated goods or services purchased by the customer together with utility charges on the same bill if the charges for special services and unregulated goods or services are designated clearly and separately from utility charges. If partial payment is made, the Company shall first credit all payments to the balance outstanding for gas charges before crediting a deposit. Partial payments will be applied to utility items until fully paid before any amount will be applied to special and/or unregulated items.

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7. Automated Meter Reading Opt-Out Charge

Customers receiving Residential Gas Service have the option of refusing the installation of remotely read metering or requesting the removal of previously installed remotely read metering. In such instances, nonstandard metering equipment will be installed that requires a manual meter read. Charges shall not be applicable to customers who have not been offered remote metering equipment by the Company due to geographic or similar considerations. To the extent that a customer denies access to property through verbal denial or threats of violence, or fails to establish a suitable time for access or allow access, customer will be notified, in writing, that failure to provide access to install remotely read metering equipment will result in customer being considered an opt-out customer not sooner than 30 days after Company's notice. Company's notification will include charges that will be added to the customer's bill as listed in Spire's Miscellaneous Charges tariff and provide information for the customer to understand the financial impact of opt-out status. Prior to deeming a residential customer to have accepted opt-out status, Company shall follow the notice procedures found in 20 CSR 4240- 13.035(1)(C), with the exception of 20 CSR 4240-13.035(1)(C)2.B.

8. Metering for Billing.

If Company owns and installs more than one metered supply, except for the convenience of Company, on the customer premises, the rate for service furnished through each metered supply shall be determined as if such service were rendered to a separate customer.

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#### 9. Resale

The gas supplied to a customer will be for the use of the customer only and may not be remetered or submetered for resale to another or others, except for (1) gas supplied for use as a vehicular fuel, or (2) gas resold or submetered at no mark-up, with the prior express consent of the Company.

- 10. Meter Tests and Billing Adjustments
  - A. Meter Tests.

Meters are the property of Company and shall be subject to testing in accordance with the statistical sampling authorized by the Commission in Case No. GO-91-353 for Spire West and in Case No. GO-95-320 for Spire East in which the Commission granted a variance from the requirements of 20 CSR 4240-10.030(19) relating to the removal, testing and inspection of gas meters.

Company, at any time, upon the written or verbal request of a customer, will test the meter of such customer, provided only one such test shall be made free of charge within a twelve-month period, and the customer shall pay the cost of any additional tests within this period unless meter is shown to be inaccurate in excess of 2%. The customer may, if he notifies Company, be present at such tests. In the event the registration is proved, by this test by the Company under standard methods, to be inaccurate in excess of 2%, bills will be adjusted by an amount to compensate for the excess or deficiency for a period equal to one-half of the time elapsed since the previous meter test, but not to exceed the applicable time period set forth in B(1) below. No part of a minimum charge will be refunded.

In the event of the stoppage or the failure of any meter to register, the customer shall be billed for such period on an estimated consumption based upon his use of gas in a similar period of like use.

B. Billing Adjustments.

(1) For all billing errors, the Company will determine from all related and available information the probable period during which such condition existed and shall make billing adjustments for the period estimated to be involved as follows (except for as provided in (2), (3) and (4) of this rule) for:

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#### **RULES AND REGULATIONS**

- 10. Meter Tests and Billing Adjustments (continued).
  - B. Billing Adjustments. (continued)

Residential Customers:

In the event of an overcharge: An adjustment shall be made for the entire period that the overcharge existed not to exceed sixty consecutive billing periods, calculated from the date of discovery, inquiry or actual notification of the Company, whichever was first.

In the event of an undercharge: An adjustment shall be made for the entire period that the undercharge existed not to exceed twelve consecutive billing periods, calculated from the date of discovery, inquiry or actual notification of the Company, whichever was first.

Customers Other Than Residential:

In the event of an overcharge: An adjustment shall be made for the entire period that the overcharge existed not to exceed sixty consecutive billing periods, calculated from the date of discovery, inquiry or actual notification of the Company, whichever was first.

In the event of an undercharge: An adjustment shall be made for the entire period that the undercharge existed not to exceed sixty consecutive billing periods, calculated from the date of discovery, inquiry or actual notification of the Company, whichever was first.

(2) No billing adjustment will be made where the full amount of the adjustment is less than \$1.00.

(3) Where, upon test, a meter error is found to be 2% or less, no billing adjustment will be made.

(4) When evidence of tampering is found, or misrepresentations of the use of service by the Customer, the Company will calculate the billing adjustment period in accordance with the applicable statute of limitations for the prosecution of such claim after determining the probable period during which such condition existed from all related and available information.

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## RULES AND REGULATIONS

10. Meter Tests and Billing Adjustments (continued).

B. Billing Adjustments. (continued)

(5) When the customer has been undercharged, except as provided in (D) of this Rule, and a billing adjustment is made, the customer may elect to pay the amount of the adjustment in equal installments over a period of at least double the period for which the billing adjustment was applicable.

11. Piping and Equipment.

All pipe and equipment beyond Company's meter and accessories thereto, necessary to utilize service furnished by Company, shall be installed by and belong to the customer, or owner, and must be maintained by him at all times in safe operating conditions and at his expense. The customer, or owner, shall bring his piping to a point for connection to Company's meter or meters at a location satisfactory to Company which provides easy access to the meter or meters. Any change of location of service line or meter requested by the customer shall be done by Company according to the charges set forth on Spire Missouri Sheet No. 17.

Relocation charges may be waived by the Company under the following circumstances:

A. Upon determination by the Company that relocation of Company-owned facilities is necessitated by a pre-existing condition, not attributable to the customer, such that safe and normal operation of the Company's facilities is obstructed if the discovered condition is left uncorrected.

B. Upon confirmation that relocation of Company-owned facilities is to be performed concurrent with an increase in the customer's annual gas consumption, and that the estimated revenue resulting from such increased consumption covers the cost of the relocated facilities, including a sufficient return on the investment in such facilities.

If, upon determination by the Company that relocation of Company owned-facilities is necessitated by previous action attributable to the customer, such that safe and normal operation of the Company's facility is obstructed, and the customer fails to agree to corrective measures at the customer's expense, the customer shall be subject to provisions contained in this tariff.

Upon written request of the customer, or owner, Company may at its convenience make repairs to, replacements of, or clear obstructions in lines of the customer, or owner, and may charge the customer, or owner, for such labor and material as is necessary to place his lines in good operating condition.

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#### 12. Customer's Liability

The customer will be held responsible for breaking seals, tampering or interfering with Company's meter or meters or other equipment of Company installed on the customer's premises, and no one except employees of Company shall be allowed to make any repairs or adjustments to any meter or regulator belonging to Company.

Properly authorized employees and agents of the Company shall have the right to enter the premises of the customer, or owner, at all reasonable hours and at any time in the case of an emergency, for the purpose of making such inspection of the customer's installation as may be necessary for the proper application of Company's rates, rules and regulations; for installing, removing, testing or replacing its apparatus or property; for reading meters and for the removal of Company's property in event of termination for any reason of service to the customer.

Notwithstanding the foregoing, the Company shall not discontinue service to a customer, pursuant to Paragraph (A)(5) of Rule 14, solely by reason of a refusal of that customer to grant access to the Company when the sole purpose of such access is to discontinue service to another customer. In addition, the Company shall not discontinue or threaten to discontinue service to a non-delinquent customer due solely to the delinquency of another customer.

At least annually, the Company shall attempt to secure an actual meter reading from customers reporting their own usage. and if customer fails to report usage to the Company, it shall obtain a meter reading at least annually.

The Company will have a right to disconnect the customer if access is denied to the Company at reasonable times pursuant to Paragraph (A)(5) of Rule 14.

The Company may install on the meter a remote reading attachment, the readings from which shall constitute actual meter readings.

Customer shall in person or by telephone immediately notify Company of any escape of gas in or about customer's premises.

The Customer shall be solely responsible for the operation, maintenance, and repair of his piping and appliances beyond the meter outlet, and Company shall have no liability to Customer or any third party arising out of or relating thereto

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#### 13. Tampering Prohibited

No person shall willfully destroy, injure, molest, tamper with, or introduce foreign substances into any of Company's mains, services, meters, valves, regulators, or any other equipment of Company, either directly or indirectly through a customer's installation, or otherwise. Neither shall any person willfully create any unsafe condition in or about any of Company's said facilities and equipment, or willfully create any false indicia of any unsafe condition in any thereof.

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## **RULES AND REGULATIONS**

14. Discontinuance of Service

- A. Service may be discontinued for any of the following reasons:
  - (1) Nonpayment of an undisputed delinquent charge;
  - (2) Failure to post a required deposit or guarantee;
  - (3) Unauthorized interference, diversion or use of the Company service situated or delivered on or about the customer's premises;
  - (4) Failure to comply with terms of a settlement agreement;
  - (5) Refusal or failure after reasonable notice to permit installation, inspection, maintenance, replacement or meter reading of Company equipment. If the Company has a reasonable belief that health or safety is at risk, notice at the time inspection is attempted is reasonable;
  - (6) Misrepresentation of identity in obtaining utility service;
  - (7) Violation of any other rules of the Company approved by the Commission which adversely affects the safety of the customer or other persons or the integrity of the Company's system; or
  - (8) As provided by state or federal law.

B. None of the following shall constitute sufficient cause for the Company to discontinue services:

 The failure of a customer to pay for merchandise, appliances or services not subject to Commission jurisdiction as an integral part of the Company service provided by the Company;

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14. Discontinuance of Service (continued)

(2) The failure of the customer to pay for service received at a separate metering point, residence or location. In the event of discontinuance or termination of service at a separate residential metering point, residence or location in accordance with these rules, the Company may transfer and bill any unpaid balance to any other residential service account of the customer and may discontinue service after twenty-one (21) days after rendition of the combined bill, for nonpayment, in accordance with this rule. In the event of discontinuance or termination of service at a separate non-residential metering point or location in accordance with these rules, the Company may transfer and bill any unpaid balance to any other non-residential service account of the customer and may discontinue service account of the customer and bill any unpaid balance to any other non-residential service account of the customer and may discontinue service after twenty-one (21) days after rendition of accordance with this rule;

(3) The failure of a residential customer to pay for a different class of service received at the same or different location. The placing of more than one (1) meter at the same location for the purpose of billing the usage of specific devices under optional rate schedules or provisions is not construed as a different class of service for the purpose of this rule;

(4) The failure to pay the bill of another customer, unless the customer whose service is sought to be discontinued received substantial benefit and use of the service;

(5) The failure of a previous owner or occupant of the premises to pay an unpaid or delinquent bill except where the previous occupant remains an occupant or user; or

(6) The failure to pay a bill correcting a previous underbilling, whenever the residential customer claims an inability to pay the corrected amount, unless the Company has offered the residential customer a payment arrangement equal to twice the period of underbilling.

C. On the date specified on the notice of discontinuance or within thirty (30) days after that, and subject to the requirements of these rules, the Company may discontinue service to a residential customer between the hours of 8:00 a.m. and 4:00 p.m. Service shall not be discontinued to a residential customer on a day when Company personnel are not available to reconnect the customer's service, or on a day immediately preceding such a day. After the thirty (30) day effective period of the notice, all notice procedures required by this rule shall again be followed before the Company may discontinue service to a residential customer.

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## RULES AND REGULATIONS

14. Discontinuance of Service (continued)

D. The notice of discontinuance shall contain the following information:

(1) The name and address of the customer and the address, if different, where service is rendered;

(2) A statement of the reason for the proposed discontinuance of service and the cost for reconnection;

(3) The date on or after which service will be discontinued unless appropriate action is taken;

(4) How a customer may avoid the discontinuance;

(5) The possibility of a settlement agreement if the claim is for a charge not in dispute and the customer is unable to pay the charge in full at one (1) time; and

(6) A telephone number the customer may call from the service location without incurring toll charges and the address of the Company prominently displayed where the customer may make an inquiry. Charges for measured local service are not toll charges for purposes of this rule.

E. The Company shall not discontinue residential service pursuant to section (1) unless written notice is sent to the customer at least ten (10) days prior to the date of the proposed discontinuance. The Company may serve notice by first class mail, which will be complete upon mailing. The Company may deliver such notice electronically if the customer has opted for e-bill delivery. Service of electronic notice is complete upon delivery of the notice to the site where the e-bill is posted. As an alternative, the Company may deliver a written notice in hand to the customer at least ninety-six (96) hours prior to discontinuance. The Company shall maintain an accurate record of the date of mailing or delivery. A notice of discontinuance of service shall not be issued as to that portion of a bill which is determined to be an amount in dispute pursuant to sections 20 CSR 4240-13.045(5) or (6) that is currently the subject of a dispute pending with the Company or complaint before the Commission, nor shall such a notice be issued as to any bill or portion of a bill which is the subject of a settlement agreement except after breach of a settlement agreement, unless the Company inadvertently issues the notice, in which case the Company shall take necessary steps to withdraw or cancel this notice.

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- 14. Discontinuance of Service (continued)
  - F. Notice shall be provided as follows:

(1) At least ten (10) days prior to discontinuance of service for nonpayment of a bill or deposit at a multi-dwelling unit residential building at which usage is measured by a single meter, notices of the Company's intent to discontinue shall be conspicuously posted in public areas of the building; provided, however, that these notices shall not be required if the Company is not aware that the structure is a single-metered multi-dwelling unit residential building. The notices shall include the date on or after which discontinuance may occur and advise of tenant rights pursuant to section 441.650 RSMo. The Company shall not be required to provide notice in individual situations where safety of employees is a consideration.

(2) At least ten (10) days prior to discontinuance of service for nonpayment of a bill or deposit at a multi-dwelling unit residential building where each unit is individually metered and for which a single customer is responsible for payment for service to all units in the building or at a residence in which the occupant using Company service is not the Company's customer, the Company shall give the occupant(s) written notice of the Company's intent to discontinue service; provided, however, that this notice shall not be required unless one (1) occupant has advised the Company or the Company is otherwise aware that s/he is not the customer, and

(3) In the case of a multi-dwelling unit residential building where each unit is individually metered or in the case of a single family residence, the notice provided to the occupant of the unit about to be discontinued shall outline the procedure by which the occupant may apply in his/her name for service of the same character presently received through that meter.

G. The Company will mail, to all residential customers whose account is in jeopardy of termination on the disconnection date, a notice mailed so that normal postal delivery will be made to the customer at least 24 hours preceding potential discontinuance of service. This notice will contain the name and address of the customer and the address if different, where service is rendered, a statement of the reason for the proposed discontinuance of service, the amount due, the date on or after which service will be discontinued unless the customer takes appropriate action, a statement that if the customer is unable to pay the amount due in full he may contact the Company and request payment arrangement terms and the telephone number and address of the company where the customer may make inquiry.

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#### RULES AND REGULATIONS

14. Discontinuance of Service (continued)

H. Immediately preceding the discontinuance of service, the employee of the Company designated to perform this function, except where the safety of the employee is endangered, shall make a reasonable effort to contact and identify him/herself to the customer or a responsible person then upon the premises and shall announce the purpose of his/her presence. When service is discontinued, the employee shall leave a notice upon the premises in a manner conspicuous to the customer that service has been discontinued and the address and telephone number of the Company where the customer may arrange to have service restored.

I. Notwithstanding any other provision of this rule, the Company shall postpone a discontinuance for a time not in excess of twenty-one (21) days if the discontinuance will aggravate an existing medical emergency of the customer, a member of his/her family or other permanent resident of the premises where service is rendered. Any person who alleges a medical emergency, if requested, shall provide the Company with reasonable evidence of the necessity.

J. Notwithstanding any other provision of this rule, the Company may discontinue residential service temporarily for reasons of maintenance, health, safety or a state of emergency.

K. Company may discontinue its service to the customer without notice for any one of the following reasons:

(1) Because of a dangerous condition on the customer's premises in piping or gas consuming devices or for violation of any rules of the Company on file with and approved by the Commission which adversely affects the safety of the customer or other persons, or the integrity of the Company's delivery system.

(2) Because of fraudulent use of the service or tampering with Company's equipment including unauthorized interference, diversion or use of service or equipment.

(3) On the request of the customer, subject to any existing agreement between the customer and Company as to unexpired term of service.

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15. Reconnection of Service.

A. If the service shall have been discontinued for any of the reasons set forth in these rules and regulations the following conditions shall be complied with and a reconnection charge shall be paid before restoration of service:

(1) The violation of the rules and regulations must be corrected.

(2) Full payment or satisfactory arrangements for the payment of all bills for service at present or previous locations then due must be made.

(3) A satisfactory guarantee of payment of all future bills shall be furnished.

(4) Any dangerous condition must be corrected.

(5) All bills for service due, including estimated amount due Company by reasons of fraudulent use or tampering must be paid.

At all times, a reasonable effort shall be made to restore service upon the day restoration is requested, and in any event, restoration shall be made not later than the next working day following the day requested by the customer.

B. When reconnection of service is requested by the same customer on the same premises within 12 months after service has been discontinued at the request of such customer, a reconnection charge shall be made.

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Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

# **RULES AND REGULATIONS**

16. Company Inspection of Customer Premises.

A. Where service has been discontinued by shutting off the gas supply and service is requested by a new customer, before such service is reestablished, Company shall make an inspection of the premises to determine that they are in a gas safe condition. Such new customer shall make access to the premises available to Company so that such inspection may be made.

B. In any case where Company discovers that a dangerous condition exists with regard to customer's appliances, equipment or piping, it may without notice, shut off the service and immediately notify customer. Service shall not be resumed until such dangerous condition has been eliminated.

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# RULES AND REGULATIONS

17. Temporary Service.

Temporary service will be supplied under the applicable rate provided the customer pays all installation and removal costs for the required customer extension.

18. Auxiliary Service.

The Company reserves the right to refuse auxiliary or break down service.

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# RULES AND REGULATIONS

- 19. Extension of Distribution Facilities.
  - A. General.

The Company will install gas distribution main extensions in permanently established public streets, roads, and highways along the shortest practical route, as determined by the Company. Extensions of mains into or across private property will be made by the Company at its option, provided, that the right-of-way agreement and other conditions are satisfactory to the Company.

The Company will install service pipe along the shortest and most practical route that will avoid future construction on applicant's property and permit a safe and satisfactory service pipe installation. Installation of service pipe across private property other than the property of the customer will be made only in those cases where the customer has secured and furnished the Company a right-of-way, for such service pipe, satisfactory to the Company.

The customer shall provide a meter location on his property that is satisfactory to the Company. Any and all piping, appliances, equipment or facilities installed by the customer downstream of the Company's point of delivery shall be the customer's expense, shall be the sole responsibility of the customer, shall conform with all applicable laws, rules and regulations of the applicable governmental authorities. The customer shall be responsible for obtaining any permits or approvals necessary to install such customer owned appliances or equipment.

The customer shall protect the portions of the customer extension installed within his premises and shall, unless otherwise authorized by the Company, permit no one but the Company's employees or its authorized agents to handle same. In the event of loss or damage to such property of the Company arising out of carelessness, negligence, or misuse by the customer or his authorized agent the cost of making good such loss or repairing such damages shall be borne by the customer. Customer shall permit access to the Company's employees, or other authorized agents, for the purpose of inspecting, modifying, maintaining, or operating the Company's facilities at all times.

B. Sizing of the Customer Extension.

The Company will install only certain standard sizes of mains, service pipes, meters, and regulators in conjunction with the extension of its distribution facilities. The Company reserves the right, as economic or other conditions warrant, to change or modify its standards in this regard. Estimates of the cost of customer extensions will be based on the minimum standard size facilities which will adequately distribute the gas load to be served.

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## RULES AND REGULATIONS

19. Extension of Distribution Facilities (continued).

C. Estimated Cost of Customer Extension.

Upon receipt of application from a prospective customer, the Company will prepare an estimate, with an administratively reasonable level of detail, of the marginal cost of installing the customer extension necessary to provide the requested service. This estimate will control the amount of deposit which may be required of the prospective customer.

The estimate, with an administratively reasonable level of detail, will include all direct and variable indirect, costs. Variable indirect costs include vehicle and equipment charges, materials handling charges and other costs that increase due to increased construction activity.

D. Free Extensions.

The Company will furnish, at its own expense, such meters, regulators, and accessories as may be necessary to measure the consumption of gas by the customer, or prospective customer. The Company will also furnish, at its own expense, that portion of the service pipe which lies in the public street or right-of-way, and which extends from the gas main to the customer's, or prospective customer's, property line.

The design and extent of any extension of the Company's facilities will be determined solely by the Company, applying sound principles of economics and engineering. Within this context, the Company will invest in distribution main and in that portion of the service pipe which extends from the property line to the meter the total amount determined, as follows:

For a prospective customer whose annual consumption is less than 6,000 Ccf, the Company will install at no cost to the customer up to 250 feet of main and 75 feet of service line. In no case, however, shall the Company be obligated to invest more than \$2,000 in aggregate for both the main extension and service extension.

The number of prospective customers shall be that number established by the Company based on, but not limited to, the information supplied by the customer(s), a legal description of the area, maps, and the Company's experience in similar developments.

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## RULES AND REGULATIONS

19. Extension of Distribution Facilities (continued).

D. Free Extensions. (continued)

For any prospective customer, at the Company's discretion, the amount of main and service the Company will install at no cost to the customer may be determined by the Company from an analysis of the character of service requested, the estimated annual revenue to be derived from the customer, the estimated annual cost of providing gas service and the estimated annual return to be derived from such investment.

For multi-family projects, the Company may provide a contribution to builder/developers to offset the costs of gas piping and venting equal to the lesser of \$1,500 per unit or the actual cost of installation. A project will be determined to be multi-family if there are at least four (4) individually metered dwelling units in one premise. When providing a contribution to offset costs related to the installation of gas piping, the customer/builder-developer bears all responsibility for proper installation and maintenance of all pipe beyond the Company's meter

E. Main and Service Pipe Extensions Beyond the Free Allowance.

Extension of distribution facilities, in excess of that provided by the free allowance as determined under Section D, will be made by the Company, provided the applicant requiring such extension deposits, as a contribution-in-aid-of- construction, the Company's estimated cost of such excess or requests that such excess amount be financed by the Company. If the customer requests financing, the Company shall determine the charge necessary to recover the excess investment over a 15 year period, unless a shorter period is requested by the customer. Such charge shall be designed to recover over that 15 year period all estimated property taxes, depreciation and carrying costs for the excess investment at a rate equal to the Company's overall cost of capital and shall be based on the number of customers who are expected to take service off of the new facilities in the next 5 years. Such charge shall be added to the fixed monthly charge of all customers receiving natural gas service off of the new facilities, provided that the charge shall be reduced during, or eliminated prior, to the expiration of the 15 year period if the number of customers or volumes exceed those initially anticipated when calculating the charge.

In any instance where financing of facilities is provided, the Company shall take steps to ensure that any customer who is or will be subject to the financing charge is notified of the amount, duration and other terms of the charge at the time the customer purchases a property from a developer or applies for service. The Company shall also post on its website an explanation of how the financing arrangements authorized by this Section are applied and are charged.

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# **RULES AND REGULATIONS**

19. Extension of Distribution Facilities (continued).

E. Main and Service Pipe Extensions Beyond the Free Allowance. (continued)

The Company shall maintain records of all financing arrangements provided under this provision showing for each facility extension and financing arrangement to ensure that customers who are not part of the extension will not bear any costs for the extension in excess of the free allowance: (1) the calculation of the free allowance and excess amount to be financed; (2) the calculation of the per customer financing charge; (3) all amounts collected from customers as a result of application of the charge; and (4) the date on which the excess amount was fully collected and the charge removed from customer bills. The investment in excess of the free allowance and related costs shall not be included in general rates as part of the Company's cost of service, and in the event the excess amount cannot be fully collected over the 15 year period specified in this section, any uncollected amount shall be absorbed by the Company. To the extent that any uncollected amount is absorbed by the Company shall book such amounts separately and shall not seek rate recovery.

F. Refund on Contributions for Main Extensions.

Only in those cases where the total number of prospective customers is uncertain, and no financing arrangement is entered into under Section E the Company may require a deposit for the Company's estimated investment cost in excess of that provided by the free allowance. If the number of customers connected within four years of the completion of the extension exceeds the number of customers estimated to be connected at the time the deposit was derived, all or a portion of such deposit will be refunded to the original contributor(s) in proportion to the amount of the original contribution(s). The refund(s) to be made will be determined by a survey of the additional customers connected to the extension. Such survey will be made within one year of the attachment of such customers. However, this Section F shall not apply to any contributions-in-aid-of-construction made pursuant to Section E, with respect to which no refunds will be made.

There shall be no refunds based on the attachments of customers to facilities which are main extensions of the customer extension for which contribution was originally made.

G. Refund Not to Exceed Original Contribution.

In no event shall refund made to the applicant exceed the original contribution.

H. Title to the Customer Extension.

All parts and portions thereof, regardless of any contribution made by the customer, shall be and remain in the Company.

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## **RULES AND REGULATIONS**

20. Limitations Upon Company's Obligation To Supply Gas Service.

In order to preserve the Company's ability to serve adequately the requirements of its existing customers and to provide for the orderly and equitable attachment of new loads during periods of possible insufficient supply, the Company will allocate its available natural gas supplies according to the manner and priorities hereinafter set out:

#### Category One

The Company shall continue to provide all natural gas service to be used by:

A. Residential and small commercial or industrial customers under the terms of the Company's General Service Rate, by

B. Any customer during off-peak periods under the terms of the Company's Interruptible Rate, or by

C. Resale customers to provide service for uses as described under A and B above.

Category Two

As sufficient pipeline gas supplies are available over and above those required to serve Category One uses, the Company will provide new or additional gas service requested for use under its Large Volume Service Rate or any individual large user contract. Such additional pipeline supplies will be allocated to the applicants within this Category Two in the order of priority as set forth below:

First Priority: All applicants where the maximum daily new requirement does not exceed 100 Mcf.

Second Priority: All applications where the maximum daily new requirement exceeds 100 Mcf and at least 50% of such requirement results from new or additional construction.

Third Priority: All applications in existing construction resulting from conversion of coal fired equipment or new processing use and such requirements are not included within either the First or Second Priority.

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# **RULES AND REGULATIONS**

20. Limitations Upon Company's Obligation To Supply Gas Service (continued).

Fourth Priority: All other applicants including applications in existing construction resulting from conversion of oil fired equipment.

Within each of the priority groups set out above, preference will be given to applications in the order of maximum daily new requirement, from smallest to largest as follows:

Maximum Daily Requirement (Mcf per Day)

> 0 - 100 101 - 200 201 - 400 401 - 1,000 1,001 - 2,000 Over - 2,000

Applicants will be attached within each priority and each daily requirement group on a "first come - first served" basis.

#### Applications

A. Whenever there is insufficient gas available to serve an applicant for gas service, the Company shall keep all such applications on file in chronological order by date of application within each priority and daily requirement group set out above. When the gas supply available permits applicants to become eligible for gas service in accordance with the system of priorities set out herein, the Company shall notify said applicants in writing of their eligibility. Such notice shall state the date upon which gas service will be available.

B. The Company shall, at its sole judgment and based upon all pertinent information available, make determinations of the quantity of gas service which can be provided from time to time. Whenever there are unfulfilled applications for gas service, such determinations shall be made with sufficient frequency to recognize any substantial change in the Company's gas supply and demand balance.

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# **RULES AND REGULATIONS**

20. Limitations Upon Company's Obligation To Supply Gas Service (continued).

Notice of Acceptance

A. Any applicant who receives a notice of eligibility for gas service shall notify the Company in writing, within thirty (30) days after the notice of eligibility, of his intention to accept gas service. In the event such notice of acceptance is not so received by the Company then applicant's eligibility shall be void and transferred to another applicant in accordance with the priorities setout herein.

B. Any applicant who becomes eligible for gas service shall present to the Company, within ninety (90) days of the notice of eligibility sufficient evidence that the necessary equipment has or is being installed or that applicant has otherwise committed to the purchase and installation of such equipment. In the event such evidence is not so presented to the Company, then applicant's eligibility shall be void and transferred to another applicant in accordance with the priorities set out herein.

#### Existing Commitments

Notwithstanding the provisions hereinabove set out, gas service will be supplied to any customer who has received specific approval for such service from the Company prior to the effective date hereof provided that the customer submits satisfactory evidence that prior to the effective date hereof: (a) an expense has been incurred specifically for the design, purchase or installation of gas equipment, or (b) that gas equipment has been ordered prior to said date, or (c) that detailed engineering plans for the use of gas equipment has been prepared prior to said date.

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#### **RULES AND REGULATIONS**

21. Emergency Curtailment Plan

In the event the Company is unable to meet total natural gas requirements due to extreme weather conditions, reduction in supply, or other system operating conditions, or a combination thereof, the Company shall temporarily curtail natural gas loads to the extent necessary to maintain service required to protect basic human needs. This reduction shall be accomplished through the following steps which are designed to protect industry, commercial enterprise, and basic human needs to the extent possible during such periods of supply deficiency.

Company reserves the right to deviate from the prescribed steps on a system-wide basis in the event that it becomes necessary to protect isolated areas from a supply deficiency. This deviation shall be limited to the extent required to protect basic human needs within such areas.

Curtailment Steps

Step 1. All sales service to seasonal customers is to be interrupted.

Step 2. Before implementing further curtailment steps, the Company shall request voluntary load reduction of all customers.

Step 3. Curtail all schools using natural gas for heating to the lowest temperature levels consistent with building protection and suspend operations of all industrial customers with firm contracts with gas usage to be reduced to minimum volumes essential only for dormant plant and product protection. Such curtailment shall not be applicable to essential food processors and applications or uses required for the maintenance of essential public services.

Step 4. Curtail remaining commercial, industrial, and transportation customers to minimum building protection volumes. Such curtailment shall not be applicable to hospitals, nursing homes, apartments, and other human needs applications.

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## **RULES AND REGULATIONS**

21. Emergency Curtailment Plan (continued).

#### Emergency Exemption

Emergency exemptions may be requested by customers for 24 - 48 hour periods to complete work in process. Granting of these exceptions will be based on the severity of supply deficiency with primary regard for human need.

#### 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 the Company's failure to deliver all or any portion of the volumes of gas desired by any particular customer or group of customers to the extent that such failure results from the implementation of the Emergency Curtailment Plan herein prescribed or from any other orders or directives of duly constituted authorities, including, but not limited to, all regulatory agencies having jurisdiction in the premises.

#### Precedence

To the extent that this rule, or any provision(s) hereof, conflict with any other provision(s) of the Company's filed tariff, Rules and Regulations, or contracts, this rule shall take precedence.

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#### **RULES AND REGULATIONS**

22. Meter Reading Non-Access Charge

If the Company has been unable to gain access for meter reading purposes for nine months or more, and if the customer thereafter fails to provide access for meter reading within 21 days after written request is mailed via first class mail, a Charge for Non-Access may be made. Notification of such charge must be included prominently in the request for access. Such charge must be included as a separate line on the customer's bill, and a notice explaining the charge must be included with the bill. In the event a customer provides access within 21 days after a bill including the charge is rendered, such charge will be reversed. A maximum of three non-access charges may be assessed in any twelve-month period. This charge will be waived if the customer does not control access to the meter.

#### 23. Collection Trip Charge

When Company makes a service trip for the purpose of disconnection of service because of nonpayment, and customer pays Company's personnel, at customer's premises, to prevent said disconnect, an additional charge (a trip charge) may be billed to the customer for the recovery of the expense of Company personnel traveling to customer's premises.

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## **RULES AND REGULATIONS**

24. Insulation Financing Program

The Insulation Financing Program is a program whereby the Company, subject to certain restrictions, will grant loans to eligible residential customers for the purpose of making certain home energy conservation improvements, some of which must entail, where feasible, a specified increase in the customer's ceiling insulation. The major provisions of the program are as follows:

A. The maximum loan per dwelling unit is \$5,000.

A customer can obtain a loan for energy conservation improvements, some of which must include attic, floor, wall and duct insulation; duct sealing; attic ventilation; caulking and weather-stripping; storm doors or storm windows; vermin infestation in the attic that affects the integrity of the improvements; and which may include an energy audit performed by a certified energy auditor. Except for the energy audit, when the customer applies for a loan, it shall be conditioned upon the insulation in the attic/ceiling being less than R-38 and part of the loan funds being used to increase the insulation level to at least an R-38 level. A minimum of R-38 ceiling insulation shall be required before other measures will be financed unless it is demonstrated that such R-38 level is not feasible.

In all cases where the total amount of the contract including the financing cost is \$1000 or more, a Uniform Commercial Code Financing Statement (UCC-1) must be prepared and submitted with the appropriate sales contract. The UCC-1 will be filed for a lien on the property until the loan is repaid in full.

B. A residential customer must meet the following requirements to be eligible:

(1) The applicant must be a residential customer or a landlord renting to residential customers.

(2) The applicant must own or be purchasing the residential structure for which the loan is requested, and the installation is to be made. Unless the applicant is a landlord renting the structure, the applicant must reside in the structure. The residence cannot contain more than four (4) dwelling units; that is, be larger than a four-family building.

(3) Except where the landlord is renting the structure, gas service at the residential structure <u>must</u> be in the applicant's name.

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## **RULES AND REGULATIONS**

24. Insulation Financing Program (continued)

- B. A residential customer must meet the following requirements to be eligible: (continued)
  - (4) The applicant must meet the following credit requirements:
    - (a) The applicant's gas account must have no more than 30 days arrears.
    - (b) Within the past 12 months the applicant must not have:
      - (i) had service disconnected for non-payment; or
        - (ii) submitted an unhonored check; or
        - (iii) received more than four (4) delinquent notices.

(c) If the applicant has been a customer for less than 12 months, a commercial credit report must show open credit and the timely meeting of payments in order to be considered as having a satisfactory credit rating.

(d) Applicant's credit application and credit report must meet SPIRE's loan eligibility requirements, including a minimum 650 Equifax external credit score (for loan amounts greater than \$1,000).

C. The interest rate on loans made on and after October 31, 1994 is 3% per annum.

D. The repayment period is 5 years unless a shorter period is agreed upon by Company and customers. The customer shall make monthly loan payments as part of his or her monthly gas bill

E. The maximum amount of loans to be outstanding at any one time, regardless of applicable interest rate, is \$4,000,000.

The Company does not assume any responsibility for the prices bid or the prices charged by contractors participating in this program. Nor will the Company in any way warrant, guarantee or imply any energy savings as a result of participation in this residential insulation financing program.

Loan applications must be submitted to the Company by an authorized contractor and must be accompanied by a sales agreement form specifying work to be done. (Applications are not accepted directly from customers.) Applications are processed on a first-come, first-served basis as funds are available. Customers should direct any questions regarding the status of their loan application to their contractor.

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#### **RULES AND REGULATIONS**

#### 25. Disputes

A. A customer shall advise the Company that all or part of a charge is in dispute by written notice, in person or by a telephone message directed to the Company during normal business hours. A dispute must be registered with the Company at least twenty-four (24) hours prior to the date of proposed discontinuance for a customer to avoid discontinuance of service as provided by these rules.

B. When a customer or applicant advises the Company that all or part of a charge is in dispute, the Company shall record the date, time and place the contact is made; investigate the contact promptly and thoroughly; and attempt to resolve the dispute in a manner satisfactory to both parties.

C. Failure of a customer to participate with the Company in efforts to resolve an inquiry which has the effect of placing charges in dispute shall constitute a waiver of the customer's right to continuance of service and the utility, not less than five (5) days after provision of the notification required by Section (9), may proceed to discontinue service unless the customer files an informal complaint with the Commission within the five (5)-day period.

D. Customers presenting frivolous disputes shall have no right to continued service. The Company, before proceeding to discontinue the service of a customer presenting a dispute it deems frivolous, shall advise the consumer services department of the Commission of the circumstances. The consumer services department shall attempt to contact the customer by telephone and ascertain the basis of the dispute. If telephone contact cannot be made, the consumer services department shall send the customer a notice by first class mail stating that service may be discontinued by the Company unless the customer contacts the consumer services department within twenty-four (24) hours. If it appears to the consumer services department that the dispute is frivolous or if contact with the customer cannot be made within seventy-two (72) hours following the Company's report, the Company shall be advised that it may proceed to discontinue service. If it appears that the dispute is not frivolous, service shall not be discontinued until ten (10) days after the notice required by 20 CSR4240-13.050(5) has been sent to the customer by the Company. The customer shall retain the right to make an informal complaint to the Commission.

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## **RULES AND REGULATIONS**

#### 25. Disputes (continued)

E. If a customer disputes a charge, s/he shall pay to the Company an amount equal to that part of the charge not in dispute. The amount not in dispute shall be mutually determined by the parties. The parties shall consider the customer's prior consumption history, weather variations, the nature of the dispute and any other pertinent factors in determining the amount not in dispute.

F. If the parties are unable to mutually determine the amount not in dispute, the customer shall pay to the Company the lesser of an amount not to exceed fifty percent (50%) of the charge in dispute or an amount based on usage during a like period under similar conditions which shall represent the amount not in dispute.

G. Failure of the customer to pay to the Company the amount not in dispute within four (4) working days from the date that the dispute is registered or by the delinquent date of the disputed bill, whichever is later, shall constitute a waiver of the customer's right to continuance of service and the Company may then proceed to discontinue service as provided in this rule.

H. If the dispute is ultimately resolved in favor of the customer in whole or in part, any excess monies paid by the customer shall be refunded promptly.

I. If the Company does not resolve the dispute to the satisfaction of the customer, the Company representatives shall notify the customer that each party has a right to make an informal complaint to the Commission, and of the address and telephone number where the customer may file an informal complaint with the Commission. If a customer files an informal complaint with the Commission prior to advising the Company that all or a portion a bill is in dispute, the Commission shall notify the customer of the payment required by sections (E) or (F) of this rule.

J. The Company is not required to comply with these rules prior to the discontinuance of service where the complaint or dispute involving the same customer, facts and question as those involved in a prior informal or formal complaint resolved in favor of the Company.

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#### **RULES AND REGULATIONS**

26. Settlement Agreement and Extension Agreement

A. When the Company and a customer arrive at a mutually satisfactory settlement of any dispute or the customer does not dispute liability to the Company but claims inability to pay the outstanding bill in full, the Company and the customer may enter into a settlement agreement. A settlement agreement which extends beyond ninety (90) days shall be in writing and mailed or otherwise delivered to the customer.

B. Every settlement agreement resulting from the customer's inability to pay the outstanding bill in full shall provide that service will not be discontinued if the customer pays the amount of the outstanding bill specified in the agreement and agrees to pay a reasonable portion of the remaining outstanding balance in installments until the bill is paid. For purposes of determining reasonableness, the parties shall consider the following: the size of the delinquent account, the customer's ability to pay, the customer's payment history, the time that the debt has been outstanding, the reasons why the debt has been outstanding, and any other relevant factors relating to the customer's service.

C. If a customer fails to comply with the terms and conditions of a settlement agreement, the Company may discontinue service after notifying the customer in writing by personal service or first class mail in accordance with 20 CSR 4240-13.050 that the customer is in default of the settlement agreement; the nature of the default; that unless full payment of all balances due is made, the Company will discontinue service; and the date upon or after which service will be discontinued.

D. The Company may enter into an extension agreement upon the request of a customer who claims an inability to pay the bill in full.

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For: Spire Missouri

#### **RULES AND REGULATIONS**

27. Cold Weather Maintenance of Service:

Provision of Residential Heat-Related Utility Service During Cold Weather

A. The following definitions shall apply in this rule:

(1) Energy Crisis Intervention Program (ECIP). The federal ECIP administered by the Missouri Family Support Division under section 660.100 RSMo.

(2) Heat-related Utility Service. Any gas or electric service that is necessary to the proper function and operation of a customer's heating equipment.

(3) Low Income Home Energy Assistance Program (LIHEAP). The federal LIHEAP administered by the Missouri Family Support Division under section 660.110, RSMo.

(4) Registered Elderly or Disabled Customer. A customer where at least one member of the customer's household has filed with the utility a form approved by the utility attesting to the fact that such household member is sixty-five (65) years old and above, or is disabled to the extent that s/he has filed with the Company a medical form submitted by a medical physician attesting that such customer's household must have natural gas or electric service provided in the home to maintain life or health or has a formal award letter issued from the federal government of disability benefits. In order to retain his/her status as a registered elderly or disabled customer, each such customer must renew his/her registration with the utility annually. Such registration should take place by October 1st of each year following his/her initial registration.

(5) Low Income Registered Elderly or Disabled Customer. One whose household income is equal to or less than 150% of the federal poverty guidelines, and who has, within the past twelve months, submitted a signed affidavit attesting to that fact with the Company or been deemed eligible for LIHEAP assistance by a social service agency. The Company may periodically audit the incomes of low-income registered elderly or disabled customers. If, as a result of an audit, a low-income customer is found to have materially misrepresented his/her income at the time the affidavit was signed, that customer's service may be discontinued per the provisions of this rule that apply to non low- income registered elderly or disabled customers and payment of all amounts due as well as a deposit may be required before service is reconnected.

(6) Utilicare. The state program of energy assistance established by section 660.122, RSMo.

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For: Spire Missouri

### **RULES AND REGULATIONS**

27. Cold Weather Maintenance of Service (continued):

B. This rule takes precedence over other rules on provision of heat-related residential utility service from November 1 through March 31.

C. Notice Requirements. From November 1 through March 31, prior to discontinuance of service due to nonpayment, the Company shall –

(1) Notify the customer at least ten (10) days prior to the date of the proposed discontinuance and, in the case of a registered elderly or disabled customer, notify the additional party listed on the customer's registration form of the Company's intent to discontinue service. The Company may deliver such notice to the customer by first class mail, or may post or deliver such notice electronically if the customer has opted for e-bill delivery. The contact with the registered individual shall include initially two (2) or more telephone call attempts with the mailing of the notice.

(2) Make further attempts to contact the customer within ninety-six (96) hours preceding discontinuance of service either by a second written notice as in subsection C(1), sent by first class mail; or a door hanger, or at least two (2) telephone call attempts to the customer.

(3) Attempt to contact the customer at the time of the discontinuance of service in the manner specified by 20 CSR 4240-13.050(9).

(4) Make a personal contact on the premises with a registered elderly or disabled customer or some member of the family above the age of fifteen (15) years, at the time of the discontinuance of service.

(5) Ensure that all of the notices and contacts required in this section shall describe the terms for provisions of service under this rule, including the method of calculating the required payments, the availability of financial assistance from the Division of Family Services and social service or charitable organizations that have notified the Company that they provide that assistance and the identify of those organizations.

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# **RULES AND REGULATIONS**

27. Cold Weather Maintenance of Service (continued):

D. The Company shall not make oral representations of service termination for non- payment when termination would occur on a known no-cut day as governed by the temperature moratorium.

E. Weather Provisions. Discontinuance of gas and electric service to all residential users including all residential tenants of apartment buildings for nonpayment of bills where gas or electricity is used as the source of space heating or to control or operate the only space heating equipment at the residence is prohibited--

(1) On any day when the National Weather Service local forecast between 6:00 a.m. and 9:00 a.m., for the following twenty-four (24) hours, predicts that the temperature will drop below thirty-two degrees Fahrenheit (32° F); and

(2) On any day when Company personnel will not be available to reconnect utility service during the immediately succeeding day(s) (Period of Unavailability) and the National Weather Service local forecast between 6:00 a.m. to 9:00 a.m. predicts that the temperature during the Period of Unavailability will drop below thirty-two degrees (Fahrenheit 32° F).

(3) From November 1 through March 31, for any low income registered elderly or low income registered disabled customer (as defined in this rule), provided that such customer has entered into a cold weather rule payment plan, made the initial payment required by Section (10) of this rule and has made and continues to make payments during the effective period of this rule that are at a minimum the lesser of 50% of either the customer's actual bill for usage in that billing period or levelized payment amount agreed to in the cold weather rule payment plan. Such reductions in payment amounts may be recovered by adjusting the customer's subsequent levelized payment amounts for the months following March 31.

(4) Nothing in this section shall prohibit the Company from establishing a higher temperature threshold below which it will not discontinue utility service.

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### **RULES AND REGULATIONS**

27. Cold Weather Maintenance of Service (continued):

F. Discontinuance of Service. From November 1 through March 31, the Company may not discontinue heat-related residential utility service due to nonpayment of a delinquent bill or account provided--

(1) The customer contacts the Company and states his/her inability to pay in full;

(2) The Company receives an initial payment and the customer enters into a payment agreement both of which are in compliance with section (10) of this rule;

(3) The customer complies with the Company's requests for information regarding the customer's monthly or annual income; and

(4) There is no other lawful reason for discontinuance of utility service.

G. Whenever a customer, with a cold weather rule payment agreement, moves to another residence within the Company's service area, the Company shall permit the customer to receive service at the new address if the customer pays in full the amounts that should have been paid pursuant to the agreement up to the date service at the new address is requested, as well as, amounts not included in a payment agreement that have become past due. No other change to the terms of service to the customer by virtue of the change in the customer's residence with the exception of an upward or downward adjustment to payments necessary to reflect any changes in expected usage between the old and new residence may be made.

H. Deposit Provisions. The Company shall not assess a new deposit or bill deposits that were previously assessed during or after the period of this rule to those customers who enter into a payment agreement and make timely payments in accordance with this rule.

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27. Cold Weather Maintenance of Service (continued):

I. Reconnection Provisions. If the Company has discontinued heat-related utility service to a residential customer due to nonpayment of a delinquent account, the Company, from November 1 through March 31, shall reconnect service to that customer without requiring a deposit; provided:

(1) The customer contacts the Company, requests the Company to reconnect service, meets the requirements of section 1(E) of this rule and states an inability to pay in full;

(2) The Company receives an initial payment and the customer enters into a payment agreement both of which are in compliance with section (10) of this rule;

(3) The customer complies with the requests of the Company for information regarding the customer's monthly or annual income.

(4) None of the amount owed is an amount due as a result of unauthorized interference, diversion or use of the Company's service, and the customer has not engaged in such activity since last receiving service; and

(5) There is no other lawful reason for continued refusal to provide utility service.

J. Payment Agreements. The payment agreement for service under this rule shall comply with the following:

(1) A pledge of an amount equal to any payment required by this section by the agency which administers LIHEAP, Utilicare or ECIP, or a combination of these, shall be deemed to be the payment required. The Company shall confirm in writing the terms of any payment agreement under this rule, unless the extension granted the customer does not exceed two (2) weeks.

(2) Payment Calculations.

(a) The Company shall first offer a twelve (12)-month budget plan which is designed to cover the total of all pre-existing arrears, current bills and the Company's estimate of the ensuing bills.

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# **RULES AND REGULATIONS**

- 27. Cold Weather Maintenance of Service (continued):
  - J. Payment Agreements (continued)

(b) If the customer states an inability to pay the budget plan amount, the Company and the customer may, upon mutual agreement, enter into a payment agreement which allows payment of pre-existing arrears over a reasonable period in excess of twelve (12) months. In determining a reasonable period of time, the Company and the customer shall consider the amount of the arrears, the time over which it developed, the reasons why it developed, the customer's payment history and the customer's ability to pay.

(c) A Company shall permit a customer to enter into a payment agreement to cover the current bill plus arrearages in fewer than twelve (12) months if requested by the customer.

(d) The Company may revise the required payment in accordance with its budget or levelized payment plan.

(e) If a customer defaults on a cold weather rule payment agreement but has not yet had service discontinued by the Company, the Company shall permit such customer to be reinstated on the payment agreement if the customer pays in full the amounts that should have been paid pursuant to the agreement up to the date service is requested, as well as, amounts not included in a payment agreement that have become past due.

(3) Initial Payments.

(a) For a customer who has not defaulted on a payment plan under the cold weather rule, the initial payment shall be no more than twelve percent (12%) of the annual amount of the twelve (12) month budget plan calculated in subsection J(2) of this rule unless the Company and the customer agree to a different amount.

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# **RULES AND REGULATIONS**

- 27. Cold Weather Maintenance of Service (continued):
  - J. Payment Agreements (continued)

(b) Subject to the provisions of Section N(1) below, for a customer who has defaulted on a payment plan under the cold weather rule, the initial payment shall be an amount equal to eighty percent (80%) of the customer's balance, unless the Company and customer agree to a different amount, provided that customers who have repeatedly defaulted on payment plan agreements, with at least one of those defaults occurring after the effective date of this tariff, may be required to pay the total of all delinguent installments.

K. If the Company refuses to provide service pursuant to this rule and the reason for refusal of service involves unauthorized interference, diversion or use of the Company's service situated or delivered on or about the customer's premises, the Company shall maintain records concerning the refusal of service which, at a minimum, shall include: the name and address of the person denied reconnection, the names of all Company personnel involved in any part of the determination that refusal of service was appropriate, the facts surrounding the reason for the refusal and any other relevant information.

L. The Commission shall recognize and permit recovery of reasonable operating expenses incurred by the Company because of this rule.

M. The Company may apply for a variance from this rule by filing an application for variance with the Commission pursuant to the Commission's rules of procedure.

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# **RULES AND REGULATIONS**

27. Cold Weather Maintenance of Service (continued):

N. The provisions of sections (A) through (M) of this rule continue to apply except where inconsistent with the terms of this section.

(1) From November 1 through March 31, notwithstanding paragraph (J)(3)(b) of this rule to the contrary, the Company shall restore service upon initial payment of the lesser of fifty percent (50%) or \$500 of the preexisting arrears, with the deferred balance to be paid as provided in subsection (J) (2). Any reconnection fee, trip fee, collection fee or other fee related to reconnection, disconnection or collection shall also be deferred. Between November 1 and March 31, any customer threatened with disconnection may retain service by entering into a payment plan as described in this section. Any payment plan entered into under this section shall remain in effect (as long as its terms are adhered to) for the term of the payment plan, which shall be twelve months in duration, unless the customer requests a shorter period or the Company agrees to a longer period. However, the Company shall not be required to offer reconnection or retention of service under this subsection more than once every two years for any customer or to any customer who has defaulted on a payment plan under this section three or more times.

(2) Any customer who is not disconnected or in receipt of a disconnect notice shall, at the customer's request, be permitted to enroll immediately in the Company's Budget Billing Plan. Any current bill or existing arrearage at the time of enrollment shall be dealt with consistent with Section J(2)(a) through (2)(d) of this rule, provided that the customer agrees to make the initial payment prescribed in Section J(3)(a) or Section N(1) as applicable.

- (3) If a customer enters into a cold weather rule payment plan under this section:
  - (a) Late payment charges shall not be assessed except with respect to failure to make timely payments under the payment plan; and
    - (b) The Company shall not charge customers interest on the account balance for any deferral period.

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# **RULES AND REGULATIONS**

27. Cold Weather Maintenance of Service (continued):

N. The provisions of sections (A) through (M) of this rule continue to apply except where inconsistent with the terms of this section. (continued)

(4) Any customer who enters into a cold weather rule payment agreement under this section and fully complies with the terms of the payment plan shall be treated, going forward, as not having defaulted on any cold weather rule payment agreement.

(5) The Company shall describe the provisions of Section N in any notices or contacts with customers. In telephone contacts with customers expressing difficulty paying their gas bills, the Company shall inform those customers of their options under Section N.

(6-7) The Company shall be permitted to recover the costs of complying with this section pursuant to the terms now and hereinafter set forth in the Commission's Cold Weather Maintenance of Service Rule, 20 CSR 4240-13.055 (14)(F) and (14)(G).

O. Beginning April 1, 2005 and except as otherwise provided in Section N above, the Company may limit the availability of payment agreements under this rule to low-income registered elderly or disabled customers as defined in this rule, provided that any customer who is on an existing payment agreement may continue to make payments in accordance with that agreement until the end of its term, and provided further that the Company may continue to offer alternative payment arrangements to customers who do not qualify for agreements under this rule.

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# **RULES AND REGULATIONS**

#### 28. Promotional Practices

- A. EnergyWise Dealer Program
  - (1) General Description and Purpose

The EnergyWise Dealer Program is a program by which the Company will make financing available to credit-qualified, current and future, residential and commercial customers of the Company (or landlords renting to residential and commercial customers of the Company), who own a structure to which natural gas is provided by the Company in the customer's (or tenant's) name, for the purchase and installation of certain energy efficiency and conservation improvements, including high efficiency natural gas heating equipment and, if desired by the customer, a high efficiency air conditioner or certain other energy-efficient appliances, related equipment and an energy audit. The purpose of the program is to encourage the use of such energy efficient or environmentally friendly appliances or conservation measures. Purchases can be made from and installation can be performed by any Company-authorized heating and cooling contractor or plumber doing business in the Company's service area and participating in the program.

(2) Available Options

Financing, at terms and interest rates not exceeding interest rates allowed by Missouri law, nor less than interest rates generally prevailing in the applicable retail markets for such equipment and services, is available for the purchase and installation of the following equipment:

(a) A high efficiency natural gas heating system with an Annual Fuel Utilization Efficiency ("AFUE") of .92 or greater,

(b) A high efficiency natural gas space heating boiler with an AFUE of .90 or greater.

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### **RULES AND REGULATIONS**

- 28. Promotional Practices (continued)
  - A. EnergyWise Dealer Program (continued)

(c) An appliance that meets the requirements of (a) or (b) coupled with (i) a gas air conditioner; (ii) a high efficiency electric air conditioner with a Seasonal Energy Efficiency Ratio (SEER) of 14 or more or (iii) an additional energy efficient natural gas appliance. If the required SEER level is increased for the Company's service area, then the SEER requirement in this subsection shall be increased 1 point above the new level.

(d) A high efficiency natural gas tank water heater with a Uniform Energy Factor (UEF) of .64 or greater; or a Thermal efficiency (TE) of .90 or greater, provided that the UEF of at least .80 or greater for tankless water heaters;

(e) Natural gas integrated space and water heating tank system with an AFUE of .90 or greater; or an integrated space and water heating tankless system with AFUE of ..90 or greater;

(f) An energy audit performed by a certified energy auditor provided if any of a - e above are purchased and installed.

#### (3). Other Terms and Conditions

The maximum amount financed under this program will be \$15,000 per heating system or other qualifying appliance with a limit of four systems per customer.

Customers will be billed monthly on their regular gas bill for a loan term not to exceed 7 years. Loans will be made on a first-come, first-served basis.

#### (4). Description of Advertising or Publicity

The Company expects to publicize the EnergyWise Dealer Program through cooperative advertising, its own public information advertising campaigns, and personal contact and general meetings with heating and cooling contractors and plumbers.

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29. Budget Billing Plan

The Company will permit residential, small general service, and general L.P. customers and with no more than thirty days of arrears, to enroll in a Budget Billing Plan ("Budget") at any time during the year. Subject to the foregoing, the Company reserves the right to deny a Budget to a customer who has repeatedly failed to comply with a Budget or has violated other rules of the Company approved by the Commission.

Under the Budget, an account is billed levelized monthly amounts, approximately equal to one-twelfth of the customer's projected annual bill, plus or minus an amount reflecting any beginning utility account balance. A customer's Budget amount is based on the recent twelve months of historical annual usage at the location where the customer receives gas service as adjusted for weather conditions, changes in gas rates, or other factors, such as, but not limited to, customer load changes. Where a customer does not have a twelve (12)-month consumption history at such location, the Company may choose to utilize either the usage history of the former occupant or other available information or factors, such as, but not limited to, system averages.

In order to avoid large swings in the Budget amount, the Company will review such amounts periodically and may adjust an amount if it falls outside of parameters set by the Company. Initially such parameter will be set at a 20% variance; however, the Company reserves the right to change such parameter as needed and will notify the Commission Staff and the Office of the Public Counsel whenever such parameter is changed. Unless otherwise adjusted, a customer's Budget amount will generally remain in effect for twelve months, at which time it will be reviewed and adjusted for the foregoing factors for the upcoming twelve (12)-month period, including the roll-in of any outstanding utility account balance.

A customer may terminate a Budget at any time upon request to the Company. The Company may terminate a customer's Budget after giving notice if the customer has been delinquent for two (2) consecutive billing periods. Upon termination, any Budget balance shall be applied to the customer's subsequent bill.

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# **RULES AND REGULATIONS**

30. Usage Estimating Procedure:

Whenever it is necessary to estimate a particular customer's monthly consumption, such consumption shall be estimated based on historical usage data for the customer location, if available. Where historical usage data at the customer location is not available, the customer's estimate will be based on average usage data for similarly situated customers.

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#### 31. Excess Flow Valves:

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

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

In addition, a customer may request an EFV be installed on an existing service line at their own expense, based upon suitable payment arrangements agreed to by the Company. If the service line is eligible\* for EFV installation, the Company will install the EFV on a mutually agreed date at a cost as set forth in Spire's tariff under Excess Flow Valve Charges.

32. Gas Service Initiation:

The Company shall charge customers for the initiation of gas service at the rates set forth in their respective rate schedules, but such charge shall not apply to owners of rental property where the owner agrees through written application to the Company to establish service in his/her name during periods of vacancy of rental unit(s).

Separate charges for the reconnection of service after discontinuance of service by the Company or the customer are provided for in the respective rate schedules of the Company.

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

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### **RULES AND REGULATIONS**

- 33. Off-System Sales
  - A. Definitions:

<u>Off-system marketing Sales (OS-Sales)</u> are herein defined as any Company sale of gas, or gas bundled with pipeline transportation, made to parties at locations off the Company's distribution system. Subject to any waivers or approved modifications, OS-Sales made to an affiliate of the Company shall be accounted for in accordance with the Company's Cost Allocation Manual or, if and when applicable, the Commission's affiliate transaction rules.

<u>Off-system Sale Revenues (OS-Revenues)</u> are the actual revenues received by the Company from an OS-Sale.

<u>Cost of Gas Supply (CGS)</u> is the commodity cost related to the purchase of gas supply, exclusive of transportation costs.

<u>Off-system Cost of Gas Supply (OS-CGS)</u> is the CGS related to the purchase of gas supply for a proposed OS-Sale. In determining the OS-CGS, the costs of gas supplies: (1) which have been procured on behalf of the Company's on-system customers for a period greater than one month; and (2) which have a commodity price at the time of the OS-Sale that has been altered from an indexed price as a result of a hedge in a physical gas supply contract, shall not be considered. Nor shall the Company use such gas supplies for OS-Sales, unless the Company determines, and provides sufficient information to verify, that selling such gas supplies is not detrimental to its customers. Subject to the foregoing exclusion of certain gas supplies, the OS-CGS is equal to the highest CGS from the CGS-Schedule (as defined below) associated with the quantity of actual OS-Sales for the pipeline on which the sale is made, unless a lower CGS is documented and supported in accordance with the provisions of Section 3 of this rule. The total OS-CGS to be booked as a cost to the OS-Sales Accounts shall be equal to the sum of the multiplication of the gas cost of each individual transaction by the associated quantities actually sold as shown on the CGS-Schedule.

<u>Off-system Cost of Transportation (OS-COT)</u> is the incremental cost of transportation related to the delivery of the gas supply for an OS-Sale to the point of delivery. The OS-COT shall include all commodity related transportation costs, including fuel, associated with the OS-Sale. The OS-COT shall not include non-commodity related LDC system supply transportation costs.

<u>Off-system Net Revenue (OS-Net-Revenue)</u> is equal to OS-Revenues minus OS-CGS and OS-COT.

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### **RULES AND REGULATIONS**

- 33. Off-System Sales (continued)
  - B. Accounting:

The Company shall maintain separate revenue and expense accounts to record its OS-Sales transactions, which accounts shall be audited and subject to modification by the Commission at the same time the Company's other gas costs for system supply purposes are reviewed pursuant to the Actual Cost Adjustment (ACA) process. Each OS-Sales transaction shall be accounted for and analyzed separately.

C. Record Keeping:

For the first day of each month and for each day where a subsequent change in the cost of gas supplies or in the cost of delivery thereafter occurs, the Company shall construct and retain a CGS-Schedule. This CGS-Schedule shall provide contract volumes, scheduled volumes, available volumes, unit commodity cost of gas, and unit transportation costs associated with the delivery of gas to the Company's city gate for all of the Company's gas supply contracts. The CGS-Schedule will also provide information relating to any OS-Sales. This information will include the location of sale, volume sold, sales price, total revenue from the sale, the unit commodity cost of gas used for the sale, unit transportation costs to point of sale, any other costs or cost reductions associated with the sale.

To the extent that the CGS-Schedule costs associated with the OS-Sales are different than the costs accrued for each transaction, the Company will prepare and retain a complete explanation and related records regarding such difference. If the CGS associated with the volumes of gas distributed to the Company's system sales customers is at a higher cost than the OS-CGS for the OS-Sale, the Company shall document all reasons for each such occurrence and shall retain the documentation explaining such costing

In the event the OS-CGS assigned to the OS-Sale is less than the highest price, as described herein, nothing in this tariff shall preclude the review of such transaction or impair a party's right to propose an adjustment in connection with such transaction in the relevant ACA proceeding.

D. Limitation on Sales:

The Company's OS-Sales shall be made on an as-available basis.

The Company shall make no individual OS-Sale where a negative margin results, unless the Company determines and documents that such a transaction is not detrimental to the Company's customers.

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### **RULES AND REGULATIONS**

34. Weatherization Program

Description and Availability:

This program is designed to provide energy education and weatherization assistance to low- income residential customers to assist customers in reducing their energy consumption and thus reducing their natural gas utility bill. The Company shall provide \$1,700,000 annually in assistance for the benefit of eligible low-income customers who use natural gas for space heating.

Terms and Conditions:

A. Each year the Company shall make the appropriate funds available to the either the state agency responsible for distributing low-income weatherization funds for redistribution to local community agencies that perform such work in the Company's service territory or to such local community agencies directly. Such agencies shall in turn provide the funds to weatherize the homes of eligible low-income customers of the Company who use natural gas for space heating.

B. Company funds provided to community action agencies under this tariff are not subject to the weatherization guidelines of the United States Department of Energy and may be utilized by agencies towards the weatherization of properties that present hazardous or health concerns and regardless of date-last weatherized considerations as long as they satisfy Company-established guidelines.

C. Program funds cannot be used for administrative costs, except those incurred by the local community agencies that are directly related to qualifying and assisting customers and identifying measures under this program. The amount of reimbursable administration costs per participating household shall not exceed 15% of the total expenditures for each participating household.

D. The Company shall cooperate with the applicable state or local agency in providing necessary information in connection with their evaluation of homes weatherized under this program.

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# **RULES AND REGULATIONS**

#### 34a. Red Tag Repair Program

The Red Tag Repair Program is an experimental program for customers to receive funding towards minor repairs or replacements of their gas appliances and piping in order to obtain or retain gas service. The Program has two components: (i) Heating Only for Limited Income, and (ii) Avoid Red Tags.

#### A. Limited Income

(i) Heating Only for Limited Income - provides payment assistance to eligible residential customers of the Company, with a household income equal to or less than 200% of the Federal Poverty Level, who require repairs or replacement of natural-gas appliances and/or piping that have been red- tagged. If the customer is renting the premises, approval of the landlord will be required. Customers receiving natural gas service to operable permanent space heating equipment, i.e. furnaces and boilers ("PSHE"), do not qualify; this program is designed to assist only those lower income customers who would otherwise be eligible to commence or maintain service, but whose facilities are "red-tagged," that is, whose service will be or is disconnected at the meter or to the PSHE, and are without space heating, due to unsafe PSHE, unsafe piping or unsafe non-space heating appliance where there is no shut off valve to the non-space heating appliance.

Terms and Conditions: The Company will provide up to \$250,000 annually to credit customers or reimburse qualified social service agencies within its service territory that can provide or arrange to provide and pay for such emergency service work consistent with the terms set forth herein and at an administrative cost not to exceed 10% of the funds provided. No customer shall receive assistance greater than \$1,000 under this Program, with no more than \$700 going towards a PSHE and no more than \$450 going toward each other gas appliance or piping. Energy efficiency being preferred, where a furnace qualifies for replacement under the health and safety provisions of the federal Low-Income Weatherization Assistance Program, the furnace will be replaced with a 90% or higher efficiency unit, when feasible. In cases where a PSHE is being replaced at cost to the customer, prior to installation of a 90% or higher energy efficient furnace. If the customer declines, then the customer shall be informed that they may use any licensed or qualified repair service provider or appliance seller that is willing to accept payment according to the terms of the program. The Energy Efficiency Collaborative shall determine what data shall be gathered and reported to evaluate this program.

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# **RULES AND REGULATIONS**

34a. Red Tag Repair Program (continued)

B. Avoid Red Tags

(ii) Avoid Red Tags - permits field service representatives (FSR) who are already on-site to spend a nominal amount of time to perform minor repairs of the customer's gas appliances and piping when doing so would result in the customer gaining or keeping use of service rather than having the piping or appliance "red-tagged" as unsafe. If an FSR determines that any gas appliance should be "red-tagged" as unsafe or out of compliance with applicable codes, but the FSR believes that the problem can be repaired in no more than 15 minutes using parts that cost \$20 or less, the FSR may, with the customer's consent, attempt to affect such repairs in conjunction with utility service at no cost to the customer. At any time that the FSR determines that the repair will fall outside of these parameters, the FSR shall cease the repair effort and proceed in accordance with the Company's safety practices and the Utility Promotional Practices.

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# **RULES AND REGULATIONS**

35. Conservation and Energy Efficiency Programs

A. Residential High Efficiency Rebate Program:

The Company's Residential High Efficiency Rebate Program provides rebates to residential owners and customers for the installation of high efficiency heating systems, water heating systems, and thermostats as described below:

Equipment	Rated	Rebate
Gas furnace	Greater than or equal to 92% but less than 96% AFUE <sup>1</sup>	\$400
Gas furnace	Greater than or equal to 96% AFUE <sup>1</sup>	\$500
Gas boiler	Greater than or equal to 90% AFUE <sup>1</sup>	\$300
Combined Space Heating/Water Heating (w/ tank)	High efficiency boiler w/sidearm tank, AFUE <sup>1</sup> >= 90%	\$450
Combined Space Heating/Water Heating (tankless) boiler	Tankless boiler/water heater combination unit, AFUE <sup>1</sup> >= 90%	\$450
Smart WIFI enabled thermostats	Smart WIFI enabled thermostat models	\$75 or 50% of the equipment cost, whichever is lower
Gas storage water heater greater than or equal to 20 gallons and less than or equal to 55 gallons	Greater than or equal to .64 UEF <sup>2</sup> or higher	\$200
Gas instantaneous water heater less than 2 gallons	Greater than or equal to.80 UEF <sup>2</sup> or higher	\$300

<sup>1</sup>Annual Fuel Utilization Efficiency

<sup>2</sup>Uniform Energy Factor

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# **RULES AND REGULATIONS**

35. Conservation and Energy Efficiency Programs (continued)

A. Residential High Efficiency Rebate Program: (continued)

Owners of, or customers living in, an individually metered dwelling unit, are eligible to participate in this program and must apply for rebates through the Company or through participating heating, ventilating and air conditioning ("HVAC") and plumbing contractors.

Rebate Limit: Individual dwelling units, as determined by account number, whether owner-occupied or rental property, are eligible for a maximum of two heating system rebates (furnace or boiler), two water heater rebates, or two combination unit rebates, and two thermostat rebates, under this program.

Owners of multiple individually metered dwelling units are allowed to receive rebates for all qualifying natural gas energy efficiency equipment without limitation, subject to program funding availability.

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# **RULES AND REGULATIONS**

35. Conservation and Energy Efficiency Programs (continued)

B. Commercial and Industrial (C/I) Rebate Program:

The C/I Rebate program was established to provide commercial and industrial customers incentives through prescriptive (standard) rebates, as set forth below, and custom rebates, for the implementation of natural gas energy efficiency measures, including part or all of the cost of an energy audit that identifies a measure that subsequently results in a rebate through this program.

Customers implementing certain measures as described below will receive prescriptive rebates. All other rebates under this program will receive financial incentives which are customized or individually determined using the Total Resource Cost Test latest edition of the California Standard Practice Manual for Economic Analysis of Demand-Side Programs and Projects.

Non-Profit Customers, defined as a government agency, public school district, or a customer that demonstrates it qualifies as a 501(c)(3) charity or as a benevolent corporation as defined by RSMo 352.010, may qualify for specific rebates as detailed below.

Prescriptive Rebates: Following is a list of the prescriptive rebates available for equipment and services under the C/I Rebate program:

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# **RULES AND REGULATIONS**

35. Conservation and Energy Efficiency Programs (continued)

Equipment or Service	Rated	Rebate
Gas furnace	Greater than or equal to 92% but less than 94% AFUE <sup>1</sup>	\$400
Gas furnace	Greater than or equal to 94% AFUE <sup>1</sup>	\$450
Smart WIFI enabled thermostats	Smart WIFI enabled models	\$100 or 50% of equipment cost, whichever is lower
Radiant Infrared Heater (Low-intensity heater, electronic ignition only)***	Rated greater than or equal to 20,000 BTU/hour and less than or equal to 250,000 BTU/hour	\$300
Condensing Unit Heater	Greater than or equal to 90% TE <sup>2</sup>	\$300
High Temperature Heating & Ventilating (HTHV)Direct-Fired Gas Heaters	Greater than or equal to 90% TE <sup>2</sup>	\$500
Advanced Load Monitoring ("ALM") Boiler Control	ALM Retrofit to existing hot water space-heating boiler only	\$2000
Hot Water Boiler Outdoor Temperature Reset ("OTR") Control	OTR Retrofit to existing hot water space-heating boiler only.	\$200
Continuous modulating burner	Burner replacement considered efficiency improvement.	25% of equipment cost or \$15,000 per burner, whichever is lower
Gas-fired boiler tune up Non-Profit Customers	Submit combustion test results performed before and after tune up. Eligible for tune up every two years.	75% of the cost up to \$750 per boiler, whichever is lower
Gas-fired boiler tune up All other C/I customers	Submit combustion test results performed before and after tune up. Eligible for tune up every two years.	50% of the cost up to \$500 per boiler, whichever is lower

<sup>1</sup>Annual Fuel Utilization Efficiency

<sup>2</sup> Thermal Efficiency

\*\*\* All outdoor radiant infrared heating applications such as outdoor patios and golf ranges are not eligible.

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# **RULES AND REGULATIONS**

35. Conservation and Energy Efficiency Programs (continued)

Equipment or Service	Rated	Rebate	
Gas space heating hot water boiler less than 300 MBH input	Greater than or equal to 85% and less than 92% AFUE <sup>1</sup>		
Gas space heating hot water boiler from 300 MBH to 2,500 MBH input	Greater than or equal to 85% and less than 92% TE <sup>2</sup>	\$2.50 per MBH	
Gas space heating hot water boiler greater than 2,500 MBH to 5,000 MBH input	Greater than or equal to 85% and less than 92% CE <sup>3</sup>		
Gas space heating hot water boiler less than 300 MBH input	Greater than or equal to 92% AFUE <sup>1</sup>		
Gas space heating hot water boiler from 300 MBH to 2,500 MBH input	Greater than or equal to 92% TE <sup>2</sup>	\$3.00 per MBH	
Gas space heating hot water boiler greater than 2,500 MBH to 5,000 MBH input	Greater than or equal to 92% CE <sup>3</sup>		
Gas space heating steam boiler less than 300 MBH input	Greater than or equal to 82% AFUE <sup>1</sup>	\$1.75 per MDH	
Gas space heating steam boiler from 300 MBH to 5,000 MBH input	Greater than or equal to 82% TE <sup>2</sup>	\$1.75 per MBH	
Space Heating steam trap replacement or rebuild	Steam trap replacement or rebuild of failed trap considered efficiency improvement	50% of the equipment cost for trap replacement or rebuild kit, up to \$100 per steam trap	
Process and/or industrial steam trap replacement or rebuild	Steam trap replacement or rebuild of failed trap considered efficiency improvement	50% of the equipment cost for trap replacement or rebuild kit, up to \$200 per steam trap	
Vent damper	Damper installation considered efficiency improvement	50% of equipment cost or \$500 cap per boiler, whichever is lower	
Primary air damper	Damper installation considered efficiency improvement.	50% of equipment cost or \$500 cap per boiler, whichever is lower	
Gas Instantaneous Water Heater < 2 gallons	Greater than or equal to 0.80 UEF <sup>4</sup> or higher	\$300	
Condensing Storage Water Heater Greater than 75,000 and less than or equal to 500,000 BTU/hour input	Greater than or equal to 90% TE <sup>2</sup>	\$450	

<sup>1</sup>Annual Fuel Utilization Efficiency (AFUE) <sup>3</sup>Combustion Efficiency (CE) MBH is a thousa <sup>2</sup>Thermal Efficiency (TE) <sup>4</sup>Uniform Energy Factor (UEF)

MBH is a thousand BTUs per hour

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# **RULES AND REGULATIONS**

35. Conservation and Energy Efficiency Programs (continued)

Equipment or Service	Rated	Rebate
Food service gas steamer	ENERGY STAR qualified	50% of the equipment cost or \$475, whichever is lower
Food service gas fryer	ENERGY STAR qualified	50% of the equipment cost or \$350, whichever is lower
Food service griddle Top and bottom surfaces of clamshell models must be gas	ENERGY STAR qualified	50% of the equipment cost or \$400, whichever is lower
Food service gas convection gas oven	ENERGY STAR qualified	50% of the equipment cost or \$200, whichever is lower
Combination Oven	ENERGY STAR qualified	50% of the equipment cost or \$500, whichever is lower
Conveyor Oven	New natural gas conveyor oven with baking energy efficiency of greater than 42%, and an idle energy consumption rate less than 57,000 BTU/hour utilizing ASTM standard F1817	50% of the equipment cost or \$300, whichever is lower
Rack Oven – single rack	New natural gas rack oven with baking efficiency greater than or equal to 50% utilizing ASTM standard 2093	50% of the equipment cost or \$500, whichever is lower
Rack Oven – double rack	New natural gas rack oven with baking efficiency greater than or equal to 50% utilizing ASTM standard 2093	50% of the equipment cost or \$1,000, whichever is lower

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# **RULES AND REGULATIONS**

35. Conservation and Energy Efficiency Programs (continued)

Equipment or Service	Rated	Rebate
Infrared Char broiler	Natural gas char broiler with infrared burners replacing or instead of a char broiler without infrared burners	50% of the equipment cost or \$300, whichever is lower
Infrared Salamander Broiler	Natural gas salamander broiler with infrared burners replacing or instead of a char broiler without infrared burners	50% of the equipment cost or \$200, whichever is lower
Infrared Rotisserie Oven	Natural gas rotisserie oven with infrared burners replacing or instead of a rotisserie over without infrared burners	50% of the equipment cost or \$300, whichever is lower
Kitchen Demand Control Ventilation ("KDCV")	High efficiency KDCV must be a control system that varies the exhaust and/or make-up air flow rate(s) based on heat and smoke or vapors generated by cooking equipment. Temperature, timers, optical or other sensors may be used to sense ambient conditions and vary the speed of exhaust and/or make up air fans to meet ventilation requirements	\$300
Kitchen low flow spray wash nozzle. Maximum of 2 nozzles.	*GPM rating of 1.6 or less	50% of equipment cost or \$100 per nozzle, whichever is lower

\*Gallons Per Minute

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# **RULES AND REGULATIONS**

35. Conservation and Energy Efficiency Programs (continued)

Custom Rebates: - The C/I Rebate program will provide custom rebates to C/I customers for the installation of any natural gas related energy efficiency improvement that does not qualify for a prescriptive rebate. All custom rebates will be individually determined and analyzed to ensure that they pass the Total Resource Cost Test. Any measure that is pre-qualified (evaluated prior to being installed), must produce a Total Resource Cost test result of 1.0 or higher.

Rebates are calculated as the lesser of the following:

- No rebate for measures with less than a one-year payback
- A buy-down to a one-year payback
- \$6.63 per MCF saved during the first year

Audit: - The energy audit rebate will be provided to C/I customers that qualify for a prescriptive and/or custom rebate under this program. The audit rebate offer will be structured as follows:

- Non-Profit C/I customers will be eligible for a rebate of 75% of the audit cost, up to \$900 per building. Non-Profit C/I customers can receive one energy audit rebate per program year without installing a rebate qualifying measure from the audit report.
- All other C/I customers will be eligible for a rebate of 50% of the audit cost, up to \$750 per building, after installing at least one rebate qualifying measure. To be eligible for a rebate, the audit report must identify at least one energy efficiency measure which qualifies for a rebate under this program, the energy efficiency measure must be implemented, and the application for the audit rebate must be included in the application for the qualifying energy efficiency measure.
- For customers with more than one building per account, there is a limit of three audit rebates per customer per program year. Energy for each audited building must be estimated based on total utility metered use if sub-metered data is not available.
- No customer building shall qualify for a second audit rebate under this program, until a period of six years has elapsed.
- Audits must be performed by qualified professionals (Registered Professional Engineer, Registered Architect, Certified Energy Manager, or equivalent training, experience, and continuing education). Audit procedures and reports must reach the level of effort of a Level I - Walk-Through Analysis as described in the most recent edition of "Procedures for Commercial Building Energy Audits" published by the American Society of Heating, Refrigerating, and Air Conditioning Engineers.
- Once Non-Profit C/I customers install a qualifying gas efficiency measure from the audit report, they will be eligible for the audit rebate plus an additional 100% of the installed gas measure rebates, up to \$300. All other C/I customers that install a qualifying gas efficiency measure from the audit report will be eligible for the audit rebate plus an additional 100% of the installed gas measure rebate, up to \$250.

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# **RULES AND REGULATIONS**

35. Conservation and Energy Efficiency Programs (continued)

Rebate Limit: - During a program year, a commercial or industrial customer's total rebate is limited to \$100,000 or the remaining uncommitted budget for the current program year, whichever is lower. Remaining uncommitted program budgets may be reallocated to other programs if not part of unexpired rebate pre-approvals committed for proposed customer projects. All measures that receive pre-approval must be implemented / installed within six (6) months of the date of pre-approval, and all invoice(s) and other required project documentation must be submitted within eight (8) months of the date of pre-approval.

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# **RULES AND REGULATIONS**

35. Conservation and Energy Efficiency Programs (continued)

C. Building Operator Certification Program

The purpose of the Building Operator Certification ("BOC") Program is to help the Company's commercial and industrial customers improve energy efficiency in the operation of their facilities. The Department of Natural Resources-Division of Energy (DNR/DE) provides the Level I and II BOC training series in Missouri under license from the Midwest Energy Efficiency Alliance ("MEEA") which administers BOC in the Midwest. BOC is a hands-on training and certification program covering building operation and maintenance for building operators and education for residents.

The Company will enter into an agreement with DNR/DE to offer BOC training in the Company's service area and will provide payments to DNR/DE to be used for its expenses in preparing one or more training series in the Company's service area. Customers of the Company whose employee(s) complete a BOC course provided by DNR/DE and receive certification may be eligible for the following rebates of tuition expenditures depending on their eligibility for rebates from other sources:

Customer Eligibility for Rebates from Other Sources	Amount of Rebate
Customer pays full tuition and is eligible for a rebate from its electric service provider for less than 25% of tuition expenditures	The difference between 50% of full tuition expenditures and the rebate offered by the electric service provider
Customer pays full tuition and is eligible for a rebate from its electric service provider for 25% to 35% of tuition expenditures	Equal to the rebate offered by the electric service provider
Customer pays full tuition and is eligible for a rebate from its electric service provider for more than 35% of tuition expenditures	The difference between 70% of full tuition expenditures and the rebate offered by the electric service provider
Customer is eligible for rebates from other sources besides its electric service provider	No rebate

Customers are not eligible for a rebate for any employee that has previously taken the BOC course, even if they were not an employee of the customer at the time.

Funding is limited. Eligible customers who submit timely rebate applications to the Company will be provided rebates while sufficient funding allows, on a first-come, first-served basis, determined by date of registration for the training series.

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# **RULES AND REGULATIONS**

35. Conservation and Energy Efficiency Programs (continued)

D. Energy Efficiency Programs

The Parties agree that the following terms and conditions shall govern the provision of energy efficiency programs by the Company after the effective date of the tariffs approved in Case Nos. GR-2017-0215 and GR-2017-0216:

EEC Membership & Process:

The Energy Efficiency Collaborative ("EEC") for the Company shall function as an advisory group. The Company shall be responsible for all final decisions regarding its natural gas energy efficiency programs. The Company may file with the Commission proposed revised tariff sheets concerning the funding and design of its Energy Efficiency programs if it believes circumstances warrant changes. Prior to filing any such proposed revised tariff sheets with the Commission, the Company shall circulate those sheets for review and comment by the EEC. All new and revised tariff sheets shall be filed in compliance with the Commission's promotional practices rules, unless otherwise approved by the Commission. Participation in the group shall not affect the participant's right to question the prudency of the planning and/or the implementation of energy efficiency programs or budget changes as required herein or, in future cases, if such matters have not previously been approved by the Commission.

The advisory members of the EEC shall include the Company, the Staff of the Missouri Public Service Commission, the Office of the Public Counsel, the Division of Energy, the National Housing Trust, Renew Missouri, and other members that may be designated from time to time by agreement of the members or by Order of the Commission. The EEC shall meet on a periodic basis to discuss and provide input on energy efficiency measures and programs that the Company is proposing to adopt, modify or eliminate and to discuss and provide input on energy efficiency programs and measures that members may offer for consideration. The Company shall also provide EEC members with the information regarding the ongoing performance of the various energy efficiency programs previously approved by the Commission.

The Energy Efficiency Collaborative which was converted to an advisory group in Case No. GR-2017-0215 [or GR-2017-0216] will provide oversight for the implementation of this Program.

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# **RULES AND REGULATIONS**

35. Conservation and Energy Efficiency Programs (continued)

E. Program Year:

The program year will begin on October 1 and end on September 30 of the following year, except for the first year of each new program, in which case the program year will begin with the Commission-approved effective date of the tariff sheets originally filed to implement such program.

F. Program Tracking and Reporting:

Within forty-five days of the end of each calendar quarter, the Company shall submit a status report to the EEC regarding the cost and participation of its conservation and energy efficiency programs including:

- The number of energy efficiency measures implemented, summarized by measure type, and customer type for each calendar quarter and cumulatively for the fiscal year or program year; (Measure Types: Residential - summarized for each type of prescriptive equipment or service. Commercial and Industrial - summarized for each type of prescriptive equipment or service, type of custom rebate, and for the audits.)
- Funds invested in each energy efficiency program for each calendar quarter and cumulatively for the fiscal year or program year; and
- Estimated savings for each energy efficiency program for each calendar quarter and cumulatively for the fiscal year or program year
- G. Post-implementation Evaluation:

A detailed post-implementation evaluation of the initial two (2) years of each new program shall be completed within six (6) months of the end of each program's second year. Additionally, a detailed post-implementation evaluation of the Residential High Efficiency Rebate and Commercial and Industrial Rebate Programs will be completed at least once every three years with the first due on December 1, 2020. Where feasible, these reviews will include both process evaluations and cost effectiveness (impact) evaluations. Evaluations may be performed after less than two years of program implementation if the Company determines this is preferable. Further evaluations will be submitted to the EEC upon completion. Cost Effectiveness of measures, programs and portfolio will be based on the California cost-effectiveness tests utilizing discount rates set at the utility's weighted average cost of capital ("WACC").

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ISSUED BY:	Scott Weitzel, Managing Director, Regulatory	& Legislative Affairs

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### **RULES AND REGULATIONS**

35. Conservation and Energy Efficiency Programs (continued)

H. Program Cost

Unless otherwise specified in the tariff, the budget for each Program shall be calculated annually by the Company and shared with the EEC prior to implementation. The budget for each Program will provide for incentive payments, marketing costs, and the Company's administrative costs.

Program Funding:

Except as otherwise provided below, the Parties agree that there will be no increase in the Company's overall budget funding for the Program Year 2018. Beginning October 1, 2018, the Company shall fund energy efficiency programs, on an annual basis, toward the goal of .75% of the rolling average of the Company's gross operating revenues for the previous three years, provided that such target levels may be exceeded by up to 20% but may not exceed the 20% buffer without Commission approval. Further the 2018 annual budget for the Multi-Family Low Income programs shall be \$900,000, subject to a potential upward adjustment within the 20% budget variance allowance referenced above. Any unspent or carryover energy efficiency program portfolio funds will be made available for current and/or new programs in the following year. Subject to any applicable prudence review, all program expenditures shall be deferred and treated as a regulatory asset. Subject to any applicable prudence review, such deferred expenditures shall be amortized in rates over a ten-year period and included in the Company's rate base at its overall cost of capital beginning with the effective date of rates in the next general rate case proceedings of the Company. The current balance of unamortized energy efficiency deferrals as of September 30, 2020, for Spire Missouri is \$39,538,539.

Each year, starting in the first year after the beginning of a Program Year, the Company will prepare a budget of program expenditures and will provide it to the EEC prior to its implementation. When the Company expects there will be an overall variance of 20% or more above or below the previous year's budget or otherwise deems such action appropriate, the Company will submit its annual budget to the Commission for approval. The new budget will be used for the ensuing 12 months unless the Company determines there is a need to make changes within a budget year.

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# **RULES AND REGULATIONS**

35. Conservation and Energy Efficiency Programs (continued)

#### I. Multi-Family Low Income Program (the "Program")

Purpose: - The purpose of the Program is to deliver long-term natural gas savings and bill reductions to low income customers who occupy multifamily dwelling units within the Spire Missouri East service territory. This will be achieved through direct-install water consumption reduction and heat retention measures at no cost to participating customers The Program will also provide residents of the dwelling units with education on the use of the natural gas conservation measures. The Program will have an annual budget of \$500,000.00.

Availability: - The Program is available to income qualified multifamily properties that contain natural gas spaceheating and/or water-heating equipment and receive gas service from Spire Missouri East and electric service from Ameren Missouri. Multi-family dwelling units are defined as structures of three (3) or more attached unit complexes. For the purposes of this Program the term "income qualified" refers to:

(i) Participation in federal, state, or local subsidized housing program.

(ii) Proof of resident income levels at or below 80% of the area median income (AMI) or 200% of federal poverty level.

(iii) Fall within a census tract included on Ameren Missouri's list of eligible low-income census tracts.

Where a multi-family property does not meet one of the eligibility criteria listed above and has a combination of qualifying tenants and non-qualifying tenants, at least 50% of the tenants must be eligible for the entire property to qualify.

The direct-install measures will include smart thermostats, programmable setback thermostats, low-flow faucet aerators, low-flow showerheads, insulating water-heater pipe wrap, furnace clean & checks. The Program will also provide incentives to property owners for other eligible natural gas measures such as furnace or boiler upgrades, and water heating equipment upgrades for the multi-family property which could be as high as 100% of the installed cost of the measure. Custom measures are defined as less common energy efficiency measures, or the integration of a number of measures to achieve significant energy savings. All custom measures must receive a pre- approval commitment from the Program Administrator whether for tenant units, common areas, building shell, or whole building systems.

Program Description: - Spire will co-deliver the Program with Ameren Missouri to achieve synergies and help eligible customers receive energy savings and bill reductions from both energy sources. Spire will enter into an agreement with Ameren Missouri and a program administrator to develop, implement, and maintain all services associated with the Program. Measures installed pursuant to the Program are not eligible for incentives for similar measures contained in any of Spire's other energy efficiency programs. Measures or non-income qualified customers not covered under this tariff may be eligible for incentives under Spire's other energy efficiency programs.

Spire will work with the Ameren Missouri to produce a post-implementation evaluation in order to quantify the impact of the Program. The cost-effectiveness metrics and test will be added but shall not be used to exclude or diminish low-income program, but instead shall be used to improve program delivery and effectiveness.

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#### RULES AND REGULATIONS

Conservation and Energy Efficiency Programs (continued)

I. Non-Co-Delivery Multi-Family Low Income Program (the "Program")

**Purpose:** - The purpose of the Program is to deliver long-term natural gas savings and bill reductions to low income customers who occupy multifamily dwelling units within the Spire Missouri service territories where current co-delivery programs with Ameren Missouri, or Evergy are not available. This will be achieved through direct-install water consumption reduction and heat retention measures at no cost to participating customers. Additional in-unit or common area measures may also be applied individually or in combination and may be eligible for incentives. The Program will also provide residents of the dwelling units with education on the use of the natural gas conservation measures.

**Availability:** - The Program is available to income qualified multifamily properties that contain natural gas spaceheating and/or water-heating equipment and receive gas service from Spire Missouri. Multi-family dwelling units are defined as structures of three (3) or more attached unit complexes. For the purposes of this Program the term "income qualified" refers to:

(i) Participation in federal, state, or local subsidized housing program;

(ii) Proof of resident income levels at or below 80% of the area median income (AMI) or 200% of federal poverty level;

(iii) Fall within a census tract included on Company's list of eligible low-income census tracts.

Where a multi-family property does not meet one of the eligibility criteria listed above and has a combination of qualifying tenants and non-qualifying tenants, at least 50% of the tenants must be eligible for the entire property to qualify.

**Measures and Incentives:** - The direct-install measures will include smart thermostats, programmable setback thermostats, low-flow faucet aerators, low-flow showerheads, insulating water-heater pipe wrap, furnace clean & checks. The Program will provide incentives to property owners for other eligible natural gas prescriptive measures such as furnace or boiler upgrades, and water heating equipment upgrades for the multi-family property which could be as high as 100% of the installed cost of the measure. Custom measures are defined as non-prescriptive energy efficiency measures, or the integration of a number of measures, which may include prescriptive measures, to achieve significant energy savings. All custom measures must receive a pre-approval commitment from the Program Administrator whether for tenant units, common areas, building shell, or whole building systems.

**Program Description:** - The Company will enter into an agreement with a program 3<sup>rd</sup> party administrator (the Program Administrator) to develop, implement, and maintain all services associated with the Program. Measures installed pursuant to the Program are not eligible for incentives for similar measures contained in any of the Company's other energy efficiency programs. Measures for non-income qualified customers not covered under this tariff may be eligible for incentives under the Company's other energy efficiency programs.

The Company shall produce a post-implementation evaluation in order to quantify the impact of the Program. The cost-effectiveness metrics and test will be added but shall not be used to exclude or diminish the low-income program, but instead shall be used to improve program delivery and effectiveness.

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# **RULES AND REGULATIONS**

35. Conservation and Energy Efficiency Programs (continued)

J. Eastern Missouri Service Area

Energy Efficiency Kits Program (the "Program")

Purpose: - The objective of the Program is to raise customer awareness of the benefits of "high efficiency" products (EnergyStar, etc.) and to educate residential customers about energy use in their homes by offering information, products, and services to residential customers to save energy cost effectively.

Availability: - The Program is available to Spire Missouri East Residential customers and may be offered through various channels, such as direct mail, secondary education schools, community-based organizations, and market-rate multifamily properties.

Program Description: - The Company will partner with Ameren Missouri and a program administrator to implement this Program. The program administrator will provide the necessary services to effectively implement the Program and to strive to attain the energy savings targets. The Program incorporates various program partners, products, incentive mechanisms and program delivery strategies.

The Company in partnership with the electric utility and program administrator will follow a multi-faceted approach to educate participants and effectuate installation of energy efficiency products and actions addressed in the Energy Efficiency Kits.

The Company will work with Ameren Missouri to produce a post-implementation evaluation in order to quantify the impact of the Program.

Measures and Incentives- Energy Efficiency Kits may include Low Flow Faucet Aerators, Low Flow Showerheads, Pipe Wrap, and Dirty Filter Alarms.

Program Term: - From the effective date of the tariff until Ameren's termination of the Program or Spire 's withdrawal from the Program, whichever first occurs.

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# **RULES AND REGULATIONS**

35. Conservation and Energy Efficiency Programs (continued)

K. Western Missouri Service Area Specific Programs

Independence Power & Light (IPL) Pilot Weatherization Program

(1). Purpose

The IPL Pilot Weatherization Program ("Program") is an experimental co-delivery program between IPL and Spire designed to provide weatherization improvement measures to create long-term (natural gas) bill reduction savings to low-income single-family Spire natural gas customers within the IPL service territory.

(2) Definitions:

Administrator: - Truman Heritage/Habitat for Humanity (THHFH) will administer the Program for IPL and Spire pursuant to a written contract between THHFH and Spire Missouri Inc.

Participant: - Single family property owners who are Spire natural gas customers with natural gas space-heating equipment and/or water heating equipment whose income does not exceed 50% of the average median income (AMI) for Jackson County, Missouri as published by the U.S. Department of Housing and Urban Development (HUD) and reside within the IPL service territory.

Program Term: - From the effective date of the tariff until IPL's termination of the Program or Spire's withdrawal from the Program, whichever first occurs.

(3) Availability:

Household selection into the Program the will be based on the need of the family, willingness to partner, income eligibility and homeowner signature on a Homeowner Agreement. Qualifying households will be served on a first come first served basis with "first come" being determined by the receipt of a completed qualifying Program application by THHFH. Mobile homes and rental properties are not eligible for this Program.

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# **RULES AND REGULATIONS**

35. Conservation and Energy Efficiency Programs (continued)

K. Western Missouri Service Area Specific Programs (continued)

Independence Power & Light (IPL) Pilot Weatherization Program (continued)

(4) Terms and Conditions:

The THHFH will conduct a "clip board" audit within the eligible homes with energy saving measures identified. The THHFH Construction Director shall then approve a detailed scope of work for each home consistent with a list of weatherization services which include HVAC repair/replacement with a 90%+ AFUE or greater, attic insulation – up to R-49, water heater replacement and other general sealing and weatherization measures, including weather-stripping, caulking, outlet/light switch gaskets, installation of other minor sealing materials where feasible, minor exterior home repair to reduce air infiltration, HVAC equipment tune ups, HVAC filter replacement for existing systems, low-flow faucet aerators and showerheads, and water heater insulation pipe wrap.

The cost of weatherization services provided for any single household cannot exceed \$7,500 with the total allocated 50% - IPL and 50% - Spire West.

#### (5). Program Funding

A maximum of \$100,000 From Spire West's Conservation and Energy Efficiency Program funding will be applied to this Program for Spire West's share of the funding.

# (6) Program Evaluation

Spire will conduct an internal billing analysis of the pilot Program every 24 months to make a determination regarding the cost-effectiveness by comparing the energy savings of participants with a non-participant comparison group. The cost-effectiveness metrics and test will be added but shall not be used to exclude or diminish low-income programs, but instead shall be used to improve program delivery and effectiveness.

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## **RULES AND REGULATIONS**

35. Conservation and Energy Efficiency Programs (continued)

K. Western Missouri Service Area Specific Programs (continued)

Income Eligible Multi-Family Program

Purpose: - The purpose of the Income Eligible Multi-Family Direct Install Program ("Program") is to deliver long-term energy savings and bill reductions to income-eligible customers in multi-family home units and shared common areas within the Spire Missouri West service area. Multi-Family dwelling units are defined as structures of three (3) or more attached unit complexes.

Administrator: - ICF (indicated as "Program Administrator") will administer the program for Spire Missouri West (indicated as "The Company" and Evergy (Missouri West & Missouri Metro) pursuant to a written contract amendment. The Program Administrator will also direct the necessary services to provide the installation of Program-specified measures and is responsible for oversight of the contractor/consultants and will also be responsible for resolving any reported customer complaints.

Availability: - The Program is available to income qualified multi-family properties that contain natural gas space-heating and/or water-heating equipment and receive gas service from Spire Missouri West, meeting one of the following building eligibility requirements:

- Participation in an affordable housing program: Documented participation in a federal, state or local affordable housing program, including LIHTC, HUD, USDA, State HFA and local tax abatement for low income properties.
- Location in a low-income census tract: Location in a census tract identified as low-income, using HUD's annually published "Qualified Census Tracts" as a starting point.
- Rent roll documentation: Where at least 50% of the units have rents affordable to households at or below 80% of the area median income, as published annually by HUD.
- Tenant income information: Documented tenant income information demonstrating at least 50% of units are rented to households meeting one of these criteria: at or below 200% of the Federal poverty level or at or below 80% of the Area Median Income (AMI).
- Participation in the Weatherization Assistance Program: Documented information demonstrating the property is on the waiting list for, currently participating in, or has in the last 5 years participated in the Weatherization Assistance Program.

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# **RULES AND REGULATIONS**

35. Conservation and Energy Efficiency Programs (continued)

K. Western Missouri Service Area Specific Programs (continued)

Income Eligible Multi-Family Direct Install Program (continued)

The direct-install measures will include low-flow faucet aerators, low-flow showerheads, insulating waterheater pipe wrap, and furnace clean & checks at no cost to the participant. The Program will provide incentives to property owners for eligible natural gas prescriptive measures such as furnace or boiler upgrades, and water heating equipment upgrades for the multi-family property which could be as high as 100% of the installed cost of the measure. Incentives are also available for Custom measures. Custom measures are defined as non-prescriptive energy efficiency measures, or the integration of several measures, which may include prescriptive measures, to achieve significant energy savings. All custom measures must receive a pre-approval commitment from Spire whether for tenant units, common areas, building shell, or whole building systems

Program Provisions: - The Company will co-deliver the Program with Evergy Missouri West and Evergy Missouri Metro so that eligible customers utilizing both services may receive energy savings and bill reductions from both energy sources.

The Company will work with Evergy Missouri West and Evergy Missouri Metro to produce a postimplementation evaluation to quantify the impact of the Program. The cost-effectiveness metrics and test will be added but shall not be used to exclude or diminish the low-income program, but instead shall be used to improve program delivery and effectiveness.

Program Cost: - The total budget for each year of the Program shall be calculated and filed annually by the Company as part of its annual budget filing for all energy efficiency program expenditures. This amount will provide for incentive payments, marketing costs, and Company Administrative costs. Payments will be provided until the budgeted funds for the total Program are expended.

Program Term: - From the effective date of the tariff to run concurrent with the Evergy Missouri West and Evergy Missouri Metro Programs.

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## **RULES AND REGULATIONS**

35. Conservation and Energy Efficiency Programs (continued)

K. Western Missouri Service Area Specific Programs (continued)

Home Comfort Efficiency Program

Purpose: - The Home Comfort Efficiency Program (indicated as "Program") is designed to encourage residential customers to implement whole house improvements by promoting home energy assessments, comprehensive retrofit services and high efficiency furnaces and water heating equipment.

Administrator: - ICF (indicated as "Program Administrator") will administer the program for Spire (indicated as "Company") and Evergy Missouri Metro and Evergy Missouri West.

Availability: - The Program is available to single family property owners and individually-metered multifamily units in buildings with 4 or less units and also renters that receive written approval from the homeowner/landlord to participate. Participants must be Company natural gas customers with natural gas space-heating equipment and/or water heating equipment from the effective date of the tariff to run concurrent with the Evergy Missouri West and Evergy Missouri Metro. Qualifying customers will be eligible to receive the following:

Option 1 Insulation & Air Sealing: Customers that have completed a comprehensive energy audit by a Program authorized energy auditor are eligible to receive the installation of a free energy savings items and rebates.

Option 2 Energy Savings Kits or Kit Components: Energy Efficient direct install measures provided to residential customers by the Company to include discretionary energy assessments to targeted low income residents.

Option 3 High Efficiency Furnaces and Water Heating Equipment: Spirewill also offer incentives for qualifying high efficiency natural gas furnaces and water heating equipment measures. These measures will not be jointly delivered with Evergy (Missouri West & Missouri Metro).

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# **RULES AND REGULATIONS**

35. Conservation and Energy Efficiency Programs (continued)

K. Western Missouri Service Area Specific Programs (continued)

Home Comfort Efficiency Program (continued)

Program Provisions: - The Company will co-deliver the Program with Evergy Missouri Metro and Evergy Missouri West so that eligible customers utilizing both services may receive energy savings and bill reductions from both energy sources. The Company will enter into a contract with Program Administrator to implement and maintain all services associated with the Program. This may include Contractor/Consultant recruiting, training and certification, management of the lead generation process, quality assurance, and other services contracted. The Program Administrator will also direct the necessary services to provide the installation of Program-specified measures noted and is responsible for oversight of the Contractor/Consultants and will also be responsible for resolving any reported customer complaints excluding Option 3 rebate incentives.

Program Cost: - The total budget for each year of the Program shall be calculated and filed annually by the Company as part of its annual budget filing for all energy efficiency programs. This amount will provide for incentive payments, marketing costs, and Company Administrative costs. Payments will be provided until the budgeted funds for the total Program are expended.

Program Term: - From the effective date of the tariff to run concurrent with the Evergy Missouri West and Evergy Missouri Metro Programs.

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### **RULES AND REGULATIONS**

35. Conservation and Energy Efficiency Programs (continued)

L. Eastern Missouri Service Area Specific Program

Residential Single Family Low-Income Program

Purpose: - The purpose of the Program is to deliver long-term natural gas savings and bill reductions to low income customers who occupy single family dwelling units within the Spire Missouri East service territory. This will be achieved through a variety of channels to educate customers about energy use in their homes and offer information, products and services to residential customers to save energy wisely.

Availability: - The Program is available to income qualifying single family low-income customers receiving service under Spire Residential Rate residing in single family detached housing, duplexes, and mobile homes. Customers must have service with Spire Missouri East and Ameren Missouri to participate.

In order to qualify for participation, low income Participants must meet one of the following income eligibility requirements below:

(i) Participation in federal, state, or local subsidized housing program.

(ii) Proof of resident income levels at or below 80% of area median income (AMI) or 200% of federal poverty level.

(iii) Fall within a census tract included on Ameren Missouri's list of eligible low-income census tracts.

The direct-install measures for individual dwelling units will include programmable thermostats, learning thermostats, low-flow faucet aerators, low-flow showerheads, insulating water-heater pipe wrap, shower start, air sealing, ceiling insulation, furnace clean & checks. The Program will also provide incentives to property owners for other eligible natural gas measures such as furnace or boiler upgrades, and water heating equipment upgrades for the property which could be as high as 100% of the installed cost of the measure.

Program Description: - The Company will co-deliver the Program with Ameren Missouri to achieve synergies and to help eligible customers receive energy savings and bill reductions from both energy sources. The Company will enter into an agreement with Ameren Missouri and a program administrator to develop, implement, and maintain all services associated with the Program. Participants in selected low-income neighborhoods are limited to the one-time receipt of energy efficiency measures under this program. Measures installed pursuant to the Program are not eligible for incentives for similar measures contained in any of the Company's other energy efficiency programs. Measures or non-income qualified customers not covered under this tariff may be eligible for incentives under the Company's other energy efficiency programs.

The Company will work with Ameren Missouri to produce a post-implementation evaluation in order to quantify the impact of the Program. The cost-effectiveness metrics and test will be included as part of the evaluation but shall not be used to exclude or diminish the low-income program, but instead shall be used to improve program delivery and effectiveness.

Program Term: - From the effective date of the tariff to run concurrent with the Ameren Missouri Program.

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For: Spire Missouri

# **RULES AND REGULATIONS**

35. Conservation and Energy Efficiency Programs (continued)

M. Spire On-Bill Financing Program

Purpose: - The objective of the Spire On-Bill Financing Program ("the Program") is to expand opportunities for customer adoption of cost-effective energy efficiency measures through on-bill financing.

Definitions: -

<u>Analysis</u> – Initial Program visit, walk through and report, and customer education.

<u>Assessment</u> - Detailed home performance data collection, analysis of qualifying upgrades, preparation and one-on-one presentation of Program offer.

Company: Spire Missouri Inc., its successors and assigns.

<u>Efficiency Upgrade Agreement</u> – Agreement signed by Participants (who own the Property) defining Participant benefits and obligations, including Service Charges and duration of payments.

<u>Energy Efficiency Plan ("Plan")</u> – Prepared by Program Administrator to identify recommended upgrades ("measures").

Estimated Life - The expected duration in years of the savings for each individual measure.

<u>Participant</u>: An Owner or tenant of the Property who commits to the Program through execution of an Energy Efficiency Upgrade Agreement or Owners Agreement, as applicable.

<u>Property Notice</u> – An encumbrance upon the Property filed in the county land records, outlining the benefits and obligations associated with the program measures. In jurisdictions in which the Program Administrator cannot file a Property Notice against the Property in the land records, and in any case where a subsequent tenant or Owner of the Property is executing a rental agreement or sales agreement for the Property, a new Property Notice must be signed by the successor tenant or owner indicating their acceptance of the benefits and obligations of the upgrades at the Property before the sale or rental of the Property may take place.

<u>Owner Agreement</u> - A separate required contract establishing the owner's obligations (if Participant does not own the Property).

<u>Program Administrator</u> – The entity retained by the Company to implement the Program. The Program Administrator will provide the necessary services to effectively implement the Program.

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# **RULES AND REGULATIONS**

35. Conservation and Energy Efficiency Programs (continued)

M. Spire On-Bill Financing Program (continued)

<u>Project</u> – Scope of work determined by the Program based on Property characteristics, program data collection, and analysis.

<u>Property</u> – real estate in which Program upgrades/measures are installed.

<u>Qualifying Project</u> – Project scope of work meeting Program criteria (Project cost, including Program Partner pricing and Program fees, is equal to or less than 80% of the estimated post upgrade cost savings over 80% of the upgrade Estimated Life).

<u>Service Charge</u> – Monthly on-bill charge assigned to the Property recovering Program costs for upgrades/measures, fees, any required taxes, applicable cost of capital, or costs for Participant-caused repairs as described in section 4.

<u>Availability</u>: -The Program is available to Residential Spire customers receiving service under the Company's Residential Service Tariff, provided the Property qualifies as a Qualifying Project.

In order to qualify as a Participant, customers must either (a) own the Property or (b) the Property owner must sign an Owner Agreement agreeing to not remove or damage the upgrades, to maintain them, and to provide a Property Notice to the next owner or tenant prior to the sale or rental of the Property.

Projects that address upgrades to existing buildings deemed unlikely to be habitable or to serve their intended purpose for the duration of Company's cost recovery will not be approved unless repairs are made by the Property owner that will extend the life through the Company's cost recovery period. If a Property is a manufactured home, it must be built on a permanent foundation and fabricated after 1982 to be eligible.

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# **RULES AND REGULATIONS**

35. Conservation and Energy Efficiency Programs (continued)

M. Spire On-Bill Financing Program (continued)

#### Program Description:

1. Participation: To become a Participant in the Program, a customer must: 1) request from the Program Administrator an analysis of qualifying upgrades, 2) agree to the terms of the Analysis fee as described in section 3, and 3) sign the Efficiency Upgrade Agreement and implement any Qualifying Project that does not require an upfront payment from the Participant as described in section 2(c).

- a. The owner must agree to have a Property Notice filed in the county land records through either i) Owners Agreement if the Participant is not the owner, or ii) as part of the Efficiency Upgrade Agreement if the Participant is the owner.
- b. In jurisdictions in which the Company cannot file the Property Notice in the county land records, failure to obtain the signature of a successor tenant or owner of the Property, on a replacement Property Notice, will constitute the owner's acceptance of consequential damages and permission for a successor tenant or owner to break their lease or sales agreement without penalty.
- c. The Participant authorizes the use of energy usage history by the Program Administrator in order to true up its energy analysis and determine qualifying recommendations.

2. Energy Efficiency Plans: The Company will have its Program Administrator or Program Partner perform an assessment and prepare a Plan identifying recommended upgrades/measures to improve energy efficiency and lower energy costs.

- a. Incentive payment: The Company will offer incentives currently available for any eligible residential energy efficiency measure.
- b. Net Savings: Recommended upgrades/measures shall be limited to those where the annual Service Charge, including program fees and applicable charges for capital, is no greater than 80% of the estimated annual savings to a Participant based on current retail rates for natural gas, and may include electric savings if the Program is co-delivered with an electric utility.
- c. Copay Option: In order to qualify a Project that does not meet the criteria for a Qualifying Project, Participants may agree to pay the portion of a Project's cost that prevents it from qualifying for the Program as an up-front payment to the Program Partner or Program Administrator. Company will assume no responsibility for such up-front payments to the Program Partner or Program Administrator. Copayments will be applied after applying relevant incentive payments as defined in 2(a).

3. Analysis fee: The Company will not recover Analysis fee costs from Participants through a Service Charge. Analysis fee costs will be treated as Program Administrative costs.

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#### **RULES AND REGULATIONS**

35. Conservation and Energy Efficiency Programs (continued)

M. Spire On-Bill Financing Program (continued)

4. Services Charge: The Company will recover the costs for its investments, including any fees as allowed in this tariff, through a monthly Service Charge assigned to the Property. Such Service Charge shall be paid by the Participant or a successor occupying the Property until all Company costs have been recovered. The Service Charge will also be set for a duration not to exceed the greater of i) the length of a full parts and labor warranty or ii) 80 percent (80%) of the Estimated Life of the upgrades, and in no case longer than twelve years. The Service Charge and duration of payments will be included in the Efficiency Upgrade Agreement.

- a. Cost Recovery: No sooner than 45 days after approval by the Company or its Program Administrator, the Participant shall be billed the monthly Service Charge as determined by the Program. The Company will bill and collect the Service Charge until cost recovery is complete except in cases discussed in section 4. Prepayment of Service Charges will not be permitted.
- b. Eligible Upgrades/Measures: All upgrades/measures must have Energy Star certification, if applicable.
- c. Ownership of Upgrades/Measures: During the period of time when the Service Charge is billed to Participants at the Property, the Company will retain ownership of the installed upgrades/measures. Upon completion of the cost recovery, ownership will be transferred to the Property owner.
- d. Maintenance of Upgrades/Measures: Participants and Property owners (if the Participant is not the Property owner) shall keep the installed upgrades in place, in working order, and maintained per manufacturer's instructions for the duration of the cost recovery. Participants shall report the failure of the installed upgrades to the Program Administrator or Company as soon as possible. If an upgrade fails, the Company is responsible for determining its cause and for making reasonable efforts to repair the upgrade/measure in a timely manner. If the Property owner, Participant, or Property occupants caused the damage to the installed upgrades/measures, they will reimburse the Company as described in this section 4.
- e. Termination of Service Charge: Once the Company's cost recovery is complete, Company will discontinue the Service Charge, except as described in sections 4(g) and 4(k).
- g. Vacancy: If a location at which upgrades/measures have been installed becomes vacant for any reason and natural gas service is disconnected, the Service Charge will be suspended until a successor Participant takes occupancy. If a Property owner maintains natural gas service at the Property, the Property owner will be billed the Service Charge as part of any charges incurs while natural gas service is active.

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## **RULES AND REGULATIONS**

- 35. Conservation and Energy Efficiency Programs (continued)
- M. Spire On-Bill Financing Program (continued)
  - h. Extension of Program Charge: If the monthly Service Charge is reduced or suspended for any reason, once repairs have been successfully effected or service reconnected, the number of total monthly payments shall be extended until the total collected through the Service Charge is equal to the Company's cost for installation as described in section 4, including costs associated with repairs, deferred payments, and missed payments as long as the Participant is still benefiting from the upgrades.
  - i. Tied to the Location: Until cost recovery for upgrades at the Property is complete or the upgrades fail as described in section 4(I), the terms of this tariff shall be binding on the Property and any future Participant who receives service at the Property.
  - j. Disconnection for Non-Payment: As a charge paid in furtherance of an approved energy efficiency program, the Company may disconnect natural gas service to the Property for non-payment of the Service Charge under the same provisions as for any other natural gas service.
  - k. Confirm Savings Actually Exceeded Tariffed-Charge: Program Administrator will perform an annual analysis to evaluate weather- normalized 12-month post-upgrade Project cost savings and confirm that the Service Charge remains lower than estimated Project cost savings. In the event that analysis indicates that the Service Charge exceeds the estimated Project cost savings due to inaccurate saving estimates, the Service Charge may be reduced or eliminated to the extent needed in order for the Participant to realize Project savings.
  - I. Repairs: Should, at any future time during the billing of the Service Charge, the Company determine that the installed upgrades/measures are no longer functioning as intended and that the occupant or Property owner, as applicable, did not damage or fail to maintain the installed upgrades, the Company shall reduce or suspend the Service Charge until such time as the Company and/or its Program Partner can repair the upgrades/measures. If the upgrades/measures cannot be repaired or replaced cost effectively, the Company will waive remaining Service Charges. If the Company determines, in its sole discretion, that the Participant, Property occupants or Property owner, as applicable, did damage or failed to maintain the upgrades/measures in place as described in section 4(d), it shall attempt to recover all costs associated with the installation, including any fees, incentives paid to lower Project costs, and legal fees. The Service Charge will continue until Company's cost recovery is complete as long as the upgrades/measures in every circumstance, and any suspension or waiver of unbilled Service Charges shall not entitle the Participant or Property owner to any refund or cancellation of previously billed Service Charges.

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### **RULES AND REGULATIONS**

#### 36. Payment Partner Program

This Payment Partner Program (the "Program") is provided to eligible Spire customers under terms approved by the Commission in Case Nos. GR-2017-0215 and GR-2017-0216.

A. The Program will be jointly administered by Spire East and Spire West and selected Community Action Agencies and other similar social service agencies (CAA) in the Spire East and Spire West service territories. Compensation to the CAA for these duties will be negotiated between the Company, Staff of the Missouri Public Service Commission (Staff), the Office of the Public Counsel (Public Counsel) and the CAA, but shall be no greater than 10% of Program Funds. The administrative fees incurred from the Program will be used for overall system development. Upgrades and enhancements to agency websites will help potential customers with program enrollment.

B. To be eligible for the program, customers shall be required to register with a CAA, have a household income below 200% of the federal poverty level (FPL), apply with the CAA for any energy assistance funds for which they might be eligible, and review and agree to implement cost-free, self-help energy conservation measures identified by the CAA. In addition, all applicants will be provided with basic budgeting information, as well as information about other potential sources of income such as the Earned Income Tax Credit. The CAA may use household registration from other assistance programs to determine eligibility for the Program. The CAA shall also make an effort to identify eligible participants who, because of their payment history or other factors, have a greater opportunity to succeed in the Program.

C. The Program shall be funded at a total annual level not to exceed \$1.7 million (of which no more than 10% shall be set aside annually for each operating unit to pay for the administrative costs specified above) and shall consist of the Fixed Charge Assistance Program (FCAP) and the Arrearage Repayment Program (ARP). Such total funding level shall not be increased or decreased prior to the effective date of rates in the Company's next general rate case proceeding, provided that any amounts not spent in any annual period shall be rolled over and used to fund the Programs in the next annual period. Upon termination of the Programs, any unspent amounts shall be used to fund low-income energy assistance, low-income weatherization, or energy efficiency programs for customers who receive natural gas services from Spire Missouri.

D. Fixed Charge Assistance Program. Eligible customers will receive a monthly bill credit of \$35 year-round. The total bill credit shall not exceed the customer's monthly bill amount.

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### **RULES AND REGULATIONS**

### 36. Payment Partner Program (continued)

E. Any customer entering the FCAP who has arrearages remaining after making the initial payment required under the Cold Weather Rule, or otherwise, shall also be required to enroll in the ARP. Eligible customers who do not have any arrearages may enroll solely in the FCAP program.

- F. Arrearage Repayment Program (ARP)
  - 1. Customers may be enrolled in the ARP year-round
  - 2. For customers that are enrolled in the ARP, subsequent arrearage payments made by the customer shall be matched by the Company until the balance is fully paid, not to exceed 12 months from enrollment.
  - 3. When a customer's arrearage has been repaid, the customer will no longer be eligible for the ARP.
  - 4. While the customer is complying with the payment terms, he or she will not incur late payment charges on the outstanding arrearage balance amounts covered under the Program agreement; however, a customer will be allowed one late payment without incurring late fees or losing eligibility to remain in the Program, provided that the customer pays all amounts owed under the Program by the next applicable billing payment date.
  - 5. If a customer fails to satisfy the requirements of the ARP, the customer will be terminated from the Program, except when the CAA determines and notifies the Company that, in its judgment, there have been 'extenuating circumstances' that make termination inappropriate and the Company agrees with the CAA's determination.

G. Neither the FCAP nor the ARP affect any provisions of the Cold Weather Rule, including the initial payment requirements; provided, however, that the monthly amounts due after deducting all Bill Payment Assistance shall be substituted in place of the monthly budget plan payments due under the Cold Weather Rule and in section H(2) of the Company's tariff under the Cold Weather Maintenance of Service.

H. Program tracking information will be collected by the Company and the CAA. The information to be collected, and the format and timing in which it will be provided, will be determined by the Parties participating in the process outlined in Section J below and provided to all requesting parties in an electronic version.

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### **RULES AND REGULATIONS**

36. Payment Partner Program (continued)

I. Payment Partner Program (continued) The Company will work with the CAAs to provide the CAAs with information necessary to identify households with past-due accounts that may be eligible for the ARP.

J. Any disagreement as to the interpretation, implementation of or redesign of the Programs may be taken to the Commission for a decision.

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#### **RULES AND REGULATIONS**

37. Economic Development Rider - EDR

A Purpose: The purpose of this Economic Development Rider (EDR) is to encourage economic development in Missouri and efficient utilization of the existing Company system and services.

B Availability:

(1). Service under this rider is available to: (1) customers or prospective customers who have or are expected to have usage exceeding 10,000 Dth/year; or (2) customers who are already receiving natural gas service from the Company and are seeking expand their business in a manner that will result in expanded usage over current usage of at least 5,000 Dth/year; or (3) customers who are already receiving natural gas service from the Company and are seeking to move to a new location within the Company's service territory that will result in expanded usage over current usage of at least 5,000 Dth/year; or (4) retention customers who have had usage exceeding 10,000 Dth/year in each of the preceding 3 years, and who are expected to have usage exceeding 10,000 Dth/year going forward pursuant to qualifying economic development incentive award.

(2). Limitations: Availability of this rider is further limited to customers (i) that do not primarily provide goods and services that can be directly accessed by the general public at such location and (ii) that are receiving qualifying incentives by state, regional, or local economic development agencies or governmental units to retain existing business activity, encourage the expansion of existing business activity, or attract new business activity. To qualify, such incentives must be of a monetary value equal to or greater than the value of the discount provided under this EDR or, alternatively, show the capital investment and number of jobs added. Such incentives must be received at the location and for the use for which the customer seeks this discount, and the actual award of the incentives must be contractually finalized before any discount shall be provided under this EDR. The customer must also sign an affidavit attesting to the fact that the discounts provided under the EDR were critical to the customer's decision to create, maintain or increase usage at such location.

C. Applicability upon election of the customer or potential customer and acceptance by the Company, the provisions of this EDR are applicable to all qualifying usage for the length of the contract which shall not exceed five (5) years. All sales or transportation volumes delivered to new customers shall be considered qualified volumes with respect to the incentive provisions of this rider. For existing customers, qualified volumes shall be the sales or transportation volumes delivered during each contract year in excess of the current usage volumes, provided customer's annual natural gas requirement in each contract year exceeds the current usage requirement by at least 15,000 Dth/yr.

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## **RULES AND REGULATIONS**

37. Economic Development Rider – EDR (continued)

All requests for service under this EDR shall be considered by the Company; however, in no event shall any provision of this EDR apply to a customer's consumption for a period prior to the date the Company accepts the customer's application hereunder. If a qualifying customer's use of natural gas subsequently becomes insufficient to meet the requirements of this rider, the incentive provisions contained herein shall cease and the customer shall be served under the applicable rate schedule for such reduced requirements.

D. Incentive Provisions The contract for service hereunder shall begin on the date the Company approves the customer's application and shall continue for a period of five (5) years. Customers receiving service under this rider shall be billed at the standard rates and charges for the applicable rate schedule as adjusted by the following incentive provisions:

(1). Rate Discount: With respect to the qualified volumes, the commodity or volumetric margin of the sales or transportation rate will be discounted by an average annual amount of 40%, provided that such discount shall not exceed 50% during any contract year. Within these parameters, the EDR contract shall specify the level of discounts as a percent of non-gas/non-ISRS charges that shall be provided for each contract year that, in the Company's discretion and based on the needs of the customer will be most effective in retaining, expanding, or attracting the customer. After the fifth contract year, this incentive provision shall cease.

(2). Local Service Facilities: The Company shall install additional facilities to serve the customer subject to the Company's economic analysis of the new or expanded load on an ongoing basis, as calculated at the standard rates and charges for the applicable rate schedule.

(3). Revenue Limitation: The total dollar amount of the incentives provided under this EDR shall not exceed one percent (1%) of the Company's jurisdictional gross revenues during each calendar year; provided, however, the Company shall have the right at any time and for good cause shown to seek a modification of this limitation upon application to the Commission.

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## **RULES AND REGULATIONS**

37. Economic Development Rider – EDR (continued)

E. Term: Upon application by the Company and approval of the Commission, this EDR may be frozen with respect to new or expanded loads. Any customer receiving service under the EDR on the date it is frozen may continue to receive the benefits of the incentive provisions herein through the first five (5) years of such customer's contract provided the customer continues to meet the requirements of this EDR.

F. Reporting: During the term of this EDR the Company will prepare and submit an annual report to the Commission listing the names and locations of customers receiving service hereunder and a statement of incentives provided to each customer during the reporting period. The report will also describe the basis used to qualify each customer added to the Company's economic development program during the reporting period. The report will include an affidavit respecting each customer receiving service under the EDR in a given year, certifying that the Company has verified that the customer continued to meet applicable usage requirements throughout the subject year together with any customer or governmental verifications showing the customer is complying with any requirements or conditions necessary to receive qualifying incentives from the state, regional, local or other economic development agency or governmental unit.

G. Other: Prior to any determination of the Company's revenue requirement for rate making purposes before the Commission, test year revenues shall be adjusted to reflect the average annual discounted revenue to be in effect during the next three years following the effective date of new rates considering both the contracted for discount and the customer usage commitments over such period pursuant to the EDR contract, and provided further that the customer still qualifies for such discounts under the requirements set forth in the EDR.

H. Adjustments and Surcharges: The rates hereunder are subject to adjustment as provided in the following schedules: Infrastructure System Replacement Surcharge, Purchased Gas Adjustment/Actual Cost Adjustment Clause; Tax and License Rider

I. Regulations: Service under the EDR is subject to Rules and Regulations filed with the Commission

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### **RULES AND REGULATIONS**

38. Negotiated Gas Service Rider - NGSR

A. Purpose: This tariff is designed for three purposes. First, it permits Company to meet specific competitive threats, which if not responded to would result in lost margin to the Company and its customers. By attempting to meet competition, Company will seek to preserve or increase some contribution to the fixed costs all customers must pay for in rates. Second, the tariff can be used to serve and retain or attract load customers who require a service structure not found in Company's standard tariffs. Third, the tariff can also be used for grid resiliency, distributed generation, and emergency back-up systems.

B. Availability: Service under the NGSR is available to customers or prospective customers who have or are expected to have usage exceeding 30,000 Dth/yr and that either have competitive alternatives for serving all or a portion of their natural gas load requirements or require a Negotiated Form of service not otherwise available.

C. Applicable: Upon election of the customer or potential customer and acceptance by the Company, the terms and conditions of this Negotiated Contract provision shall be applicable to all qualifying usage for the length of the Negotiated Contract which shall not exceed 10 years, unless a longer term is specifically authorized by the Commission. All sales or transportation volumes delivered to new or existing customers shall be considered qualified volumes with respect to the incentive provisions of this NGSR.

All requests for service under this provision will be considered by the Company where the customer has demonstrated to the Company that it has competitive energy alternatives and a negotiated rate is necessary. However, in no event shall any provision of this NGSR apply to a customer's consumption for a period prior to the date the Company accepts the customer's application hereunder. If a qualifying customer's use of natural gas subsequently becomes insufficient to meet the requirements of this rider or the, the incentive provisions contained herein shall cease and the customer will be served under the applicable rate schedule for such reduced requirements.

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Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

# **RULES AND REGULATIONS**

38. Negotiated Gas Service Rider – NGSR (continued)

Negotiated Rate and Term Provisions. The contract for service hereunder shall begin on D. the date the Company accepts the customer's application and shall continue for a period not to exceed 10 years, unless a longer term is specifically approved by the Commission. Customers receiving service under this NGSR shall be billed at the negotiated level of rates and charges, which shall include an annual percentage adjustment equal to the increase in the CPI-U for the preceding year, provided that in no event shall such negotiated level of rates and charges be less than that required over the contract term to cover the cost of all incremental investments made by the Company to serve the customer, including all related costs, such as cost of capital, associated property taxes and depreciation, and any other incremental costs to serve the customer, plus a level of contribution to the Company's fixed cost consistent with retaining or attracting the customer. In no case shall such a rate be below the incremental cost for distribution service or provide any negotiated rate related to commodity charges, nor shall such rate be less than 99% of the competitive energy alternative rate provided pursuant to Section C. If a Negotiated Contract has not been reviewed as provided below in a rate case proceeding or otherwise within the preceding four years, the Company shall conduct an assessment of whether and to what extent the customer remains eligible for service under this provision based on an updated evaluation of the availability criteria under which the Negotiated Contract was first offered and shall provide the results of its analysis to the Missouri Public Service Commission Staff and the Office of the Public Counsel together with any recommended course of action warranted by such information.

The total dollar amount of the incentives provided under the NGSR shall not exceed one percent (1%) of the Company's jurisdictional gross revenues during each calendar year; provided, however, the Company shall have the right at any time and for good cause shown to seek a modification of this limitation upon application to the Commission.

E. Termination: Upon application by the Company and approval of the Commission, this Negotiated Gas Service Rider provision may be frozen with respect to new or expanded loads. Any customer receiving service under a Negotiated Contract on the date it is frozen may continue to receive the benefits of the incentive provisions herein through the first five years of such customer's contract provided the customer continues to meet the requirements of this NGSR.

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#### **RULES AND REGULATIONS**

38. Negotiated Gas Service Rider – NGSR (continued)

F. Reporting: At least 30 days prior to the effective date of the Negotiated Contract, Company will provide a copy of the Negotiated Contract and supporting documentation to the Commission Staff with a copy to the Office of the Public Counsel. The supporting documentation will include the following eight (8) items:

(1). Customer Needs: - Company shall provide a narrative description of the reasons why the Negotiated Contract Customer should not or cannot use the generally available tariff. This description shall include the specific needs of this Customer for a different form of service and/or the competitive alternatives available to the Customer. In addition, this description shall include the consequences to the Customer if the Negotiated Contract is approved.

(2). Customer Alternatives: - Company shall provide its estimate of the cost to the Customer for each competitive alternative available to the Customer. This estimate shall be for the time frame of the Negotiated Contract, or by each year for multi-year contracts.

(3). Incremental and Assignable Costs: - Company shall quantify the incremental cost that can be avoided if the Negotiated Contract Customer reduces load or leaves the system, and the incremental cost incurred if the Negotiated Contract Customer is a new load or expands existing load. Company shall also identify and quantify the embedded and replacement value of all specific facilities (e.g., distribution) that are assignable to serving the Negotiated Contract Customer. This quantification shall be for the time frame of the Negotiated Contract, or by each year for multi-year contracts. All significant assumptions shall be identified that affect this quantification.

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### **RULES AND REGULATIONS**

38. Negotiated Gas Service Rider – NGSR (continued)

F. Reporting: (continued)

(4). Profitability: - Company shall quantify the profitability of the Negotiated Contract as the difference between the revenues generated from the pricing provisions in the Negotiated Contract compared to Company's incremental costs. All significant assumptions shall be identified that affect this quantification. During the term of this rider the Company will prepare and submit a semi-annual report to the Commission listing the names and locations of customers receiving service hereunder and a statement of incentives provided to each customer during the reporting period. The report will also describe the basis used to qualify each customer added to the Company's economic development program during the reporting period.

(5). Revenue Change: - Company shall quantify the change in annual revenues from the Negotiated Contract as the difference between the revenues that would be recovered from the general availability tariff compared to the revenues that alternatively would be recovered from the pricing provisions in the Negotiated Contract. This quantification shall also include a separate adjustment for either the potential increase in sales that may occur without the Negotiated Contract, or the potential loss of sales that may occur without the Negotiated Contract. All significant assumptions shall be identified that affect this quantification. This quantification is for informational purposes only and is not designed to authorize any retroactive adjustment.

(6). Other Customer Benefits: - Company shall quantify the benefits that it believes will accrue to other ratepayers from the Negotiated Contract. All significant assumptions shall be identified that affect this quantification.

(7). Other Economic Benefits to the Area: - Company shall quantify the economic benefits to the state, metropolitan area, and/or local area that Company projects to be realized as a result of the Negotiated Contract.

(8). Documentation: - Company shall provide references to each internal policy, procedure and practice that it has developed and used in its negotiation of the Negotiated Contract and make available copies of said policies, procedures and practices.

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## **RULES AND REGULATIONS**

38. Negotiated Gas Service Rider – NGSR (continued)

G. Other: - Prior to any determination of the Company's revenue requirement for rate making purposes before the Commission, test year revenues shall be based on the actual revenues being received by the Company under the discounts being provided pursuant to this SCR, provided that the Commission approved the Negotiated Contract or, if such approval was not sought, the Company substantiates in such rate case proceeding that the Negotiated Contract was reasonable and in the public interest based on the information available at the time it was executed.

H. Adjustments and Surcharges: - The rates hereunder are subject to adjustment as provided in the following schedules: "Infrastructure System Replacement Surcharge, Purchased Gas Adjustment/Actual Cost Adjustment Clause; Tax and License Rider"

I. Regulations: - Subject to Rules and Regulations filed with the Commission

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