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**TRANSPORTATION SERVICE**  
**TS**

A. Availability:

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

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

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

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

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

5. Telemetry will be required for all non-school customers taking transportation service under this tariff, as set forth in Section I [Electronic Gas Measurement Equipment \(EGM\), the requirements of which are fully incorporated herein](#). The cost to provide telemetry will be borne by customers taking transportation service, recovered as a standalone fee or through the transportation class cost of service. The meter cost for transportation service is \$1,500.

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

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

1. Customer and Company

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

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

c. A transportation customer which arranges for its own supply of gas to the Company Citygate solely for their own supply requirements shall be considered as a RGM under this tariff.

d. Upon transportation Customer's acceptance into the transportation class, the Company, Customer, and RGM will determine a Citygate or Citygates for gas to be delivered during OFO periods. The is Citygate(s) will be specified in the contract between the Company and each Customer. Only during OFO periods must the RGM deliver gas for the Customer at this Citygate or Citygates. Where a pooling agreement exists, the Company, the Customers, and the RGM must agree on a Citygate, or Citygates, for gas to be delivered during an OFO period. If only one Citygate for the pool cannot be agreed on, The Company, the Customer, and the RGM shall use best efforts to agree on the fewest Citygates practicable. If the Company, the Customer and the RGM are unable to agree on the Citygate or Citygates, they shall commence the procedure for Alternative Dispute Resolution provided by 20 CSR 4240-2.125. The Company and existing Customers and their respective RGMs shall determine the appropriate Citygate in line with this paragraph each timewhen their contract is renewed.

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

f. Company shall not be responsible in any way for damages or claims relating to the customer's gas or the facilities of the

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customer or others containing such gas prior to receipt into Company's facilities or after delivery to the customer.

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

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2. Customer and Retail Gas Marketer (RGM):

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

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

~~c. Gas delivered to the Company for transport shall be free from all adverse claims, liens and encumbrances; transportation Customer and its RGM 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. Such indemnity obligation shall be joint and several.~~

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

~~e. c.~~ The Customer must provide proof to Company of the Customer's authorization to the RGM by executing an RGM Agreement on the Company's then-current form to allow the RGM to act on Customer's behalf in nominating and managing the delivery of gas to the Company Citygate(s). In the event of an inconsistency between such Agreement and this tariff, the terms of this tariff control.

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

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

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3. Company and RGM

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

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

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**TRANSPORTATION SERVICE**

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C. Application for and Commencement of Services by RGMs:

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

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

Prior to submitting any enrollments to Company or providing any services under this tariff, a RGM must register with the Company as provided for in this section. ~~and Company will consider a RGM registered when all the steps listed below are successfully completed~~ the Company shall add said RGM to the list of registered RGMs which Company shall and maintained on its publicly-accessible website.

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

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

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

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P.S.C. MO. No. 9  
CANCELLING P.S.C. MO. No. 9

First Revised  
Original

SHEET No. 9.7  
SHEET No. 9.7

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

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**TRANSPORTATION SERVICE**

**TS**

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

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

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

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**TRANSPORTATION SERVICE**  
**TS**

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

2. Suspension of RGM's ~~Right to Operate under this Tariff~~ by the Company

~~If the Company reasonably believes that an RGM has become insolvent, or has right to operate under this tariff for any breach of its agreement with the Company, including a breach of any obligation, representation, or warranty contained in the agreement between the RGM and the Company, applicable tariffs or rules, the Company may begin the process of suspending the RGM's right to operate under this tariff, or if a marketer becomes insolvent.~~

The Company ~~shall~~ will provide ~~the~~ a non-complaint RGM with ~~written~~ notice by and an opportunity to remedy breaches. If the RGM does not remedy its breach, the Company will notify the RGM in writing by ~~certified~~ mail, ~~and~~ e-mail, or fax, of the Company's ~~specific~~ allegations of the RGM's insolvency, or breach of obligation, representation, warranty, tariff or rule. ~~The Company shall declare its intention to obtain authority to suspend the RGM and shall request a meeting with the RGM the date of the suspension, which shall be~~ no less than ten business days after the date of the notice. ~~If the Company and the RGM are unable to resolve the matter, the Company and the RGM shall commence the procedure for Alternative Dispute Resolution provided by 20 CSR 4240-2.125, shall cease to provide service to the RGM under this Schedule on the date of suspension unless the RGM corrects the breach to the Company's satisfaction, or the Commission directs the Company to continue to provide service under this tariff.~~

The Company may also suspend a RGM's right to provide service under this tariff immediately for any action or inaction that could, in the sole judgment of the Company, affect safety. The Company shall provide reason for the suspension and meet with the RGM within one business day.

Suspension and revocation decisions by the Company must be reasonable. Any RGM affected by the Company's suspension or revocation decision may file a complaint with the Missouri Public Service Commission to be reinstated.

3. Revocation of RGM's ~~Right to Operate under this Tariff~~ by the Company

~~If the Company reasonably believes that may revoke an RGM's right to provide service under this tariff immediately for any action or inaction that could, in the sole judgment of the Company, affect safety,~~

Company may revoke the operating authority of any RGM at any time due to the RGM's repeated failure to perform any action required by Company's Tariffs and/or Rules including, without limitation, any RGM's repeated failure to nominate or deliver sufficient gas volumes to serve its transportation customers or to make any required payment.



The Company will notify the RGM in writing by certified mail, and e-mail, or fax, of the Company's intention to obtain authority to revoke the RGM's right to operate under this tariff, and the date of the revocation, which shall be no less than ten business days after the date of the notice, except for a revocation relating to safety. For revocation relating to safety, the Company shall provide in its notice with reasonable particularity its specific reasons for the revocation and meet with the RGM within one business day. If the Company and the RGM are unable to resolve the matter within that one business day, the Company shall have authority to suspend the RGM's right to operate under this tariff and the Company and the RGM shall that same day commence the procedure for Alternative Dispute Resolution provided by 20 CSR 4240-2.125 and shall requested Expedited Treatment pursuant to 20 CSR 4240-2.080(14).

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

4. Customers Without an RGM

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

5. List of ~~Registered~~ Current RGMs

The Company shall ~~maintain on its publicly-accessible website~~ keep a list of all ~~currently authorized~~ RGMs ~~registered to operate under this tariff pursuant to Sheets 9.3 and 9.4.~~ currently authorized RGMs registered to operate under this tariff pursuant to Sheets 9.3 and 9.4. ~~servicing transportation customers in the Company's service territory and may shall, with ten business days of serving as a Customer's interim RGM, provide such list to any qualifying transportation customer or prospective customer that inquires regarding the availability of transportation RGMs.~~

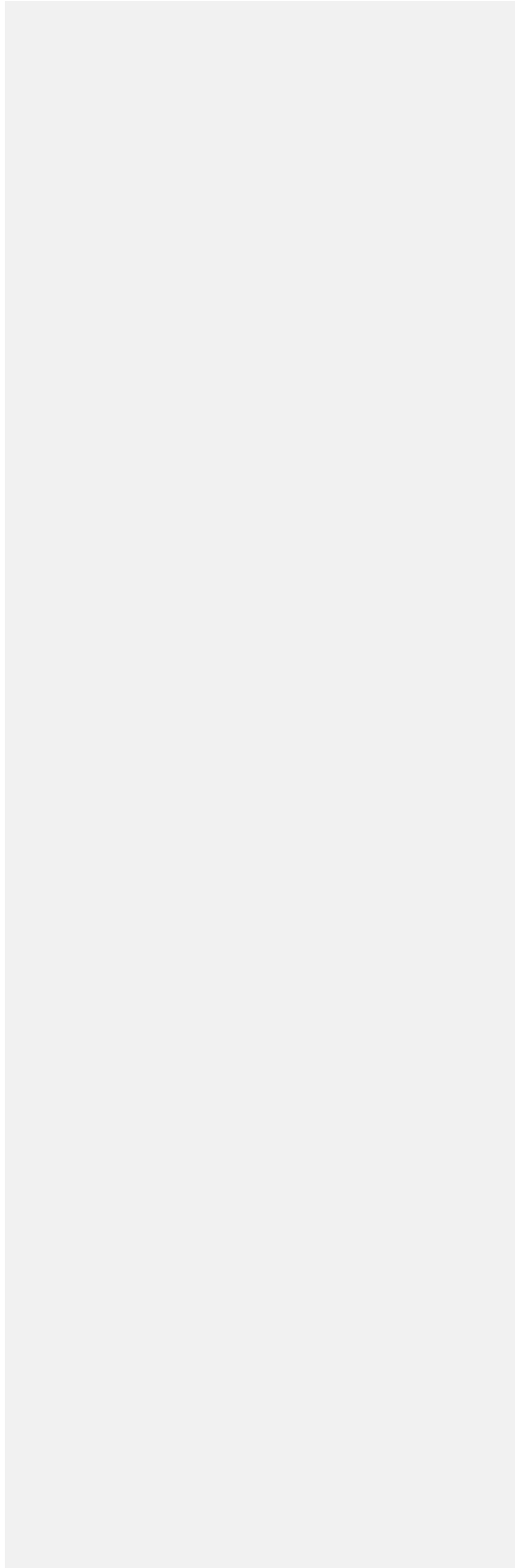
6. Switching and Termination

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

~~As an alternative to obtaining a written Agency Affidavit,~~ The RGM may obtain the RGM agreement in an electronic format or the RGM may obtain proper third-party verification of an oral authorization to change gas supply providers.

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

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**TRANSPORTATION SERVICE**

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

6. Switching and Termination (continued)

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

7. Pooling and Nominations

(a). Establishing an Aggregation Group

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

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

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

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

7. Pooling and Nominations (Continued)

(b). Nomination Process

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

Nomination Deadlines

Day-Ahead

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

Intra-Day

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

Same-Day

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

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D. Rate

For the Eastern Missouri Service Territory

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

Customer Charge - per month	\$2207.00
Reservation Charge - per billing demand Ccf	\$0.612
Transportation Charge - per Ccf transported (*)	
For the first 36,000 Ccf transported per month	\$0.02559
For all Ccf transported in excess of 36,000 Ccf	\$0.01071

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

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

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

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

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

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D. Rate (Continued):

For the Western Missouri Service Territory

Net Monthly Bill

The bill for each billing period shall be the sum of the Customer Charge, the Delivery Charge, the Contract Demand Charge, and the EGM Charge (Sheet No.17). Service hereunder is subject to the Infrastructure System Replacement Surcharge (ISRS) in Sheet 12, the Tax Adjustment (TA) schedule in Sheet 14 and other provisions as hereinafter described.

Fixed Monthly Charge: \$1240.00 per month

Volumetric Delivery Charge:

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

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

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

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

Maximum Delivery Charge: The delivery charge as stated above.

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**TRANSPORTATION SERVICE (Spire West)**

**TS**

D. Rate (Continued):

For the Western Missouri Service Territory (Continued)

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

Basic service charge plus \$0.00053 per Ccf.

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

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

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

For All Service Territories

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

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

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D. Rate (Continued)

Late Payment Charge – Unless otherwise required by law or other regulation, 1.5% will be added to the outstanding balance of all bills not paid by the delinquent date stated on the bill. Interest will not apply to the disputed portion of any bill. The late payment charge will not be applied to outstanding balances under \$2 or to amounts being collected through a pre-arranged payment agreement with the Company that is kept up-to-date.

~~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 including, without limitation, disconnection from service resulting from non-payment~~

Fallback Commodity Rate - In the event the customer is not entitled to have gas delivered to the Company under an existing interstate pipeline transportation contract, or in the event of a zero-monthly nomination, then all deliveries to the customer shall be considered unauthorized use and shall be billed as unauthorized use charges. ~~at the Standard OFO rate as described in this tariff or the Company's then-current PGA rate, whichever is higher.~~

E. Requirements for Transportation Service:

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

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

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## E. Requirements for Transportation Service (Continued):

3 Quality and Pressure of Transportation Service Gas: The gas delivered by a producer, RGM or pipeline to the Company for transportation to the Customer or the Customer's RGM shall conform to the standards prescribed in the Company's applicable rate schedules and General Terms and Conditions and shall at all times be merchantable gas of a quality otherwise required for the system of the Company to which the gas is being delivered. Such gas shall be free from any foreign materials such as dirt, dust, gums, iron particles, water, entrained liquids, and other impurities which might render it unmerchantable or interfere with the proper operation of pipelines, meters, regulators or other facilities through which it flows or is. The Company may refuse to receive gas not meeting the quality requirements of Section E-3-a Specifications. Acceptance by the Company of any gas not meeting the applicable quality requirements shall not obligate the Company to continue such receipts, nor shall it remove the customer's obligation to deliver gas meeting those specifications:

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

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

(iii). It shall not contain more than seven (7) pounds of water vapor per 10,000 Ccf,

(iv). It shall not contain more than 2% carbon dioxide by volume, nor more than 1% oxygen by volume,

(v). Its BTU content shall be no less than that normally provided or currently flowing from interconnected pipelines, nor less than as provided for in an existing contract for Company's gas from that source.

(b) Determination of Quality: If the Customer or Customer's RGM contracts for the purchase of gas from a producer or pipeline who is not currently delivering gas to the Company and such gas is to be delivered directly into Company facilities, the customer will bear all expense connected with the determination of the quality of gas being delivered and any required interconnections. However, the Company's obligation to transport such gas is also contingent upon the execution of an agreement between the Company and such producer or pipeline which the Company shall not unreasonably withhold setting forth the terms of interconnection, quality standards, and the respective rights of the Company and such producer or pipeline in connection with deliveries of such gas.

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E. Requirements for Transportation Service (Continued):

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

(c) Heat Content: The heat content of the gas delivered to the customer by the Company shall be the heat content available in its system at the particular point of delivery at the time of delivery. It is recognized that the heat content at the various delivery points will vary from point to point and from time to time and nothing herein contained shall be construed as obligating the Company to alter the usual operation of its facilities to achieve deliveries of a prescribed heating value at any point or points.

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

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

(f) Additional Equipment for Measuring Heat Rate: If additional BTU measurement is required by the Company or the Customer, the Company shall determine the type and location of such measurement equipment and cause the same to be installed at the customer's sole expense. For Customers requesting the installation of BTU measurement equipment hereunder, thermal balancing shall be performed on the basis of such measurement for a minimum period of twelve consecutive months following such installation. In all cases where BTU measurement devices requiring periodic or continuous sampling of the gas are to be installed, the customer shall pay the Company a monthly charge reasonably calculated to reimburse the Company for its operating expenses related to such sampling as well as other expenses incurred to measure and account for the heat content of the.

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**TRANSPORTATION SERVICE**

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E. Requirements for Transportation Service (Continued):

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

(g) Delivery Pressure of Transportation Service Gas: Delivery pressures to Customers shall be mutually agreed upon from time to time and shall take into account system capacity, Customer requirements, and other pertinent factors.

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

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

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

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E. Requirements for Transportation Service (Continued)

4 Cash Out (continued)

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

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

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

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

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

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Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

**TRANSPORTATION SERVICE****TS**

## E. Requirements for Transportation Service (Continued)

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

## F. Priority of Service

1. Operational Flow Orders: The Company may issue Operational Flow Orders (OFO's) to Transportation Customers as necessary, ~~in the Company's sole discretion reasonably exercised,~~ to protect the integrity of its system or any portion thereof and/or to ensure compliance with the requirements of upstream pipeline companies. During OFO periods, the Company may also require RGMs to deliver gas to the Citygate delivery location or locations as specified in Sheet 9.1 B.1.b.d. When conditions are forecast to occur that may result in the need to initiate an OFO, such as extreme weather, the Company shall issue an operational alert to provide notice of a potential OFO period. 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. 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. Company may issue notice of an OFO as provided in this section (1) above to instruct all customers or RGMs served through a given interstate 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 RGMs 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, ~~risk of~~ exceeding the maximum allowable operating pressure of the distribution system segment, ~~risk of~~ 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. ~~Company may issue an OFO and/or POC preemptively to avoid such risks and need not wait until adverse conditions on its distribution system are actually occurring.~~ 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 Company's tariffs and Commission rules. The Company must update the OFO with a statement regarding the known or suspected duration of the OFO every 72 hours during an OFO period. Where applicable, Spire Missouri the Company will attempt to identify and contact 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. Upon termination of an OFO, the Company will post on its website that the particular OFO has been lifted.

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F. Priority of Service (Continued)

1 Operational Flow Orders: (continued)

(a) Standard OFO: A Standard OFO shall require the customer to take, during a period specified by the ~~Company (if known), or for the duration of any upstream OFO period,~~ preemptive or preventive actions and/or measures in order to neutralize or reduce threats to, or to otherwise preserve the integrity of all or a portion of Company's system or as necessary to insure compliance with the requirements of upstream pipeline companies. ~~If the OFO issued by the Company expires prior to the resolution of the event causing the OFO, the Company shall issue successive OFOs of specified duration until the event is resolved. If the Company does not know the duration of the OFO, it shall notify Customers and RGMs within 72 hours five business days of the status of the OFO, and every five business days 72 hours thereafter for the entire period of the OFO.~~

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

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

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

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



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F. Priority of Service (Continued)

2. 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. The Company may require its sales service and transportation service customers to limit, in whole or in part, their use of Company's facilities during a Period of Curtailment (POC),.

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

(b) Curtailment Priority: Curtailment priority shall be as set forth in the Company's Emergency Curtailment Plan (ECP) (Sheet R-17). In the event of a conflict between this tariff and the ECP, the ECP shall control. For purposes of curtailment priority and the ECP, Human Needs Transportation Customers will be treated as residential customers and will receive the highest service priority.

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

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

(e) Relief from Liability: The Company shall be relieved of all liabilities, penalties, charges, payments, and claims of whatever kind, contractual or otherwise, resulting from or arising out of Company's failure to deliver all or any portion of the volumes of gas desired by a customer or group of customers during an OFO and/or POC. The Company's relief shall apply if curtailment is according to these General Terms and Conditions or any other orders or directives of duly constituted authorities including, but not limited to, the Missouri Public Service Commission.

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F. Priority of Service (Continued)

3 ~~Notice of Operational Flow Orders (OFOs) and Periods of Curtailment (POC) shall be provided as far in advance as practicable and prospectively may be changed by the Company upon reasonable advance notice as conditions warrant.~~ ~~To the extent reasonably practical and permitted by the circumstances prevailing and known to the Company at the time, the~~ ~~Where practical, notice shall be issued by 12 noon Central time and will be effective the second day after issuance.~~ ~~Company shall provide at least 24 hours notification prior to the beginning of the gas day in which an OFO and/or POC will become effective;~~ thereby providing time for Transportation Customers to adjust their nominations in accordance with the OFO or POC. Company may make OFO's or POCs effective with a shorter notice if necessary to protect the integrity of its system and/or where such actions are necessary to ensure compliance with the requirements of upstream pipeline companies, and in such cases shall permit Transportation Customers to adjust nominations as necessary to reasonably comply with the OFO or POC.

Notice shall be given ~~The Company shall attempt to give notice~~ to each affected customer ~~by telephone and~~ in writing, in the manner elected by the Customer or its RGM in the agreement with Company, including facsimile and electronic mail. Notification of the Customer's RGM 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, the Company may use commercial radio and/or television to notify customers.

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

Notice of an OFO or POC shall specify the general nature of the problem sought to be addressed, the anticipated duration of the required compliance, ~~if known,~~ and the parameters of such compliance. Upon termination of an OFO or POC, the Company will post on its website that the particular OFO or POC has been lifted, ~~notify transportation Customers or their RGM of the date and time the OFO will be lifted, in the same manner it provided notice of the OFO.~~

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F. Priority of Service (Continued)

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

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

(b) Pools: Unauthorized Deliveries for pools subject to aggregated balancing as defined under Section 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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F. Priority of Service (Continued)

5 Penalties for Unauthorized Usage: A customer or pool's unauthorized usage under an OFO or during a POC shall cause the incurrence of penalties, unless Company elects to waive said penalties which authority is hereby expressly granted. 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 for Unauthorized Over-Deliveries: When the daily Unauthorized Over-Delivery to meters exceeds 5% of authorized daily delivery levels, Company may refuse to receive such excess quantities from the pipeline(s).

- (i) If Company receives such excess quantities, Company shall pay Customer for each Dekatherm of Unauthorized Over-Delivery greater than 5% of authorized daily delivery levels the incremental gas cost paid by Company on the date of non-compliance;
- (ii) Customer shall pay Company all charges incurred and paid by Company and attributable to the Unauthorized Over-Delivery, including pipeline penalty charges, applicable taxes and a Fixed Penalty of \$XX.

(c) Penalties for Unauthorized Under-Deliveries: When the daily Unauthorized Under-Delivery to meters exceeds 5% of authorized daily delivery levels, Customer shall pay Company:

- (i) For each Dekatherm of daily Unauthorized Under-Delivery greater than 5% of authorized daily delivery levels, the incremental gas cost paid by Company on the date of non-compliance; plus
- (ii) All charges incurred and paid by Company and attributable to the Unauthorized Under-Delivery, including pipeline penalty charges, applicable taxes and a Fixed Penalty of \$XX.

(d) Incremental Costs: So as to ensure that this transportation program will not have any negative impact on the Company or its other customers, and that the charges for this 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 shall not be considered capacity release revenues, and shall be credited to the Deferred Purchase Gas Cost Account, provided that

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the Company may seek to recover, through an Actual Cost Adjustment, any losses in such revenues that the Company experiences as a result of making such capacity available.

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

~~Western Missouri Service Territory:~~

~~Southern Star Central Gas Pipeline, Inc. (Texas, Kansas, Oklahoma) (If Platt's does not publish an index price for Southern Star, then the alternate index price approved by FERC for use by Southern Star Central will be substituted.)~~

~~And~~

~~Panhandle Eastern Pipe Line Company (Texas and Oklahoma)~~

~~Eastern Missouri Service Territory:~~

~~REX, Zone 3 delivered~~

~~And~~

~~Texas Gas, zone 1~~

~~And~~

~~Enable Gas, East~~

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F. Priority of Service (Continued)

5 Penalties for Unauthorized Usage (Continued)

~~(c) Penalties during POCs shall be:~~

~~(i) The greater of \$10 or 5 times the daily midpoint stated on S&P Platt's Gas Daily Index for the highest of all the indices stated above for each day of the POC, for each MMBtu of Unauthorized Over Delivery that exceeds the Tolerance Levels set in Section F- 5-a Tolerance Levels but is no greater than 105% of the authorized delivery level for the customer or the aggregated balancing group, and~~

~~(ii) The greater of \$20 or 10 times the daily midpoint stated on S&P Platt's Gas Daily Index for the highest of all the indices stated above for each day of the POC, for each MMBtu of Unauthorized Over Delivery in excess of 105% of the authorized delivery level for the customer or the aggregated balancing group.~~

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

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

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

~~(e) Responsibility for Payment: Unauthorized Over- or Under-Delivery Penalties for individually balanced Customers shall be billed to and collected from the applicable Customer. Unauthorized Over- or Under- Delivery Penalties for pools shall be billed to and collected from the RGM representing the aggregated customers, and shall identify the customer or customers that caused the Over- or Under-Delivery Penalties based upon the telemetry data. Aggregated Customers will continue to have ultimate responsibility for all charges on the account, in the event the RGM defaults or becomes insolvent.~~

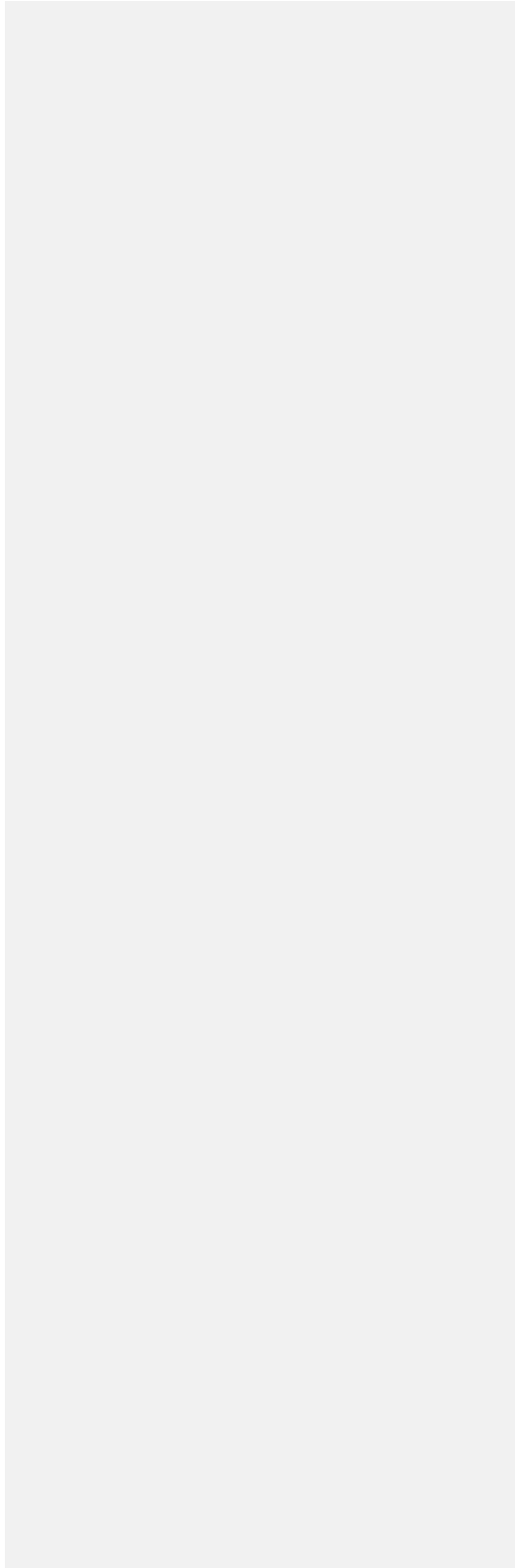
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F. Priority of Service (Continued)

5 Penalties for Unauthorized Usage (Continued)

(f) If ~~a RGM or~~ Customer disputes a charge, the undisputed amount must be paid in order to avoid the discontinuance of service. In the event of a dispute regarding OFO/POC penalties, the presumptive undisputed portion is the ~~Fixed Penalty identified in Section 5(b) and (c) herein. imbalance quantity multiplied by the greater of the PGA rate or applicable index (without application of any multiplier).~~

~~6 Tariff Revisions to Address Market Changes~~

~~In the event KGS and SSC amend their respective tariffs regarding OFO/POC penalties, Spire or Staff will file to initiate a workshop docket to examine potential changes to Spire's tariff-based penalties to align with new neighboring upstream penalty provisions.~~

~~Full Payment a Condition Precedent to Challenge: Any party challenging the imposition or calculation of any such penalties, or seeking a waiver of such penalties, shall be required to pay to the Company the full billed amount of such penalties as a condition precedent to initiating any associated regulatory or legal action. Any RGM or Customer participating in such action agrees to submit to the jurisdiction of the tribunal in which such action is pending for purposes of enforcement of this requirement.~~

G. General Terms & Conditions

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

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

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H. Definitions

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

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

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

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

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

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

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

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

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

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

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H. Definitions (Continue)

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

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

I. Electronic Gas Measurement Equipment (EGM)

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

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

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

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

**Definitions**

**Meter Site:**

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

**Instrument Point:**

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

**Other Provisions**

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

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

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

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