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7. Automated Meter Reading Opt-Out

Customers receiving Residential Gas Service may opt-out (refuse the installation) of standard, remotely read ultrasonic metering equipment or request the removal of previously installed standard, remotely read ultrasonic metering equipment. In such instances, non-standard diaphragm metering equipment that requires a manual meter read will be installed. Opt-out customers will be assessed a one-time set up charge for the installation of the non-standard diaphragm meter unless they meet the exception described in this paragraph and will be assessed a monthly manual meter read charge as set forth in the Company's tariff Sheet 19. If the customer requests to opt-out prior to installation of the standard remotely read ultrasonic metering equipment, the one-time set up charge will not apply. If the customer requests the removal of previously installed standard remotely read ultrasonic metering equipment there will be a one-time set up charge to the customer.

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8. Resale

The gas supplied to a customer will be for the use of the customer only and shall not be remetered or submetered for resale to another or others, except for gas supplied for use as a vehicular fuel.

9. Meter Tests.

Meters are the property of the 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.

The 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 the 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.

10. 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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10. 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.

RULES AND REGULATIONS

10. 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 the Company's meter and accessories thereto, necessary to utilize service furnished by the Company, shall be installed by and belong to the customer, or owner, and must be maintained 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 the 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 the Company according to the charges set forth on Spire Missouri Sheet 19.

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 under Rules 12, 13, and 19 on Sheets R-9, R-10 and R-15.

Upon written request of the customer, or owner, the Company will 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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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[1]	$200
Gas furnace	Greater than or equal to 96% AFUE[1]	$300
Gas boiler	Greater than or equal to 90% AFUE[1]	$300
Combined Space Heating/Water Heating (w/ tank)	High efficiency boiler w/sidearm tank, AFUE[1] >= 90%	$450
Combined Space Heating/Water Heating (tankless) boiler	Tankless boiler/water heater combination unit, AFUE[1] >= 90%	$450
Electronic programmable setback thermostat	Four pre-programmed settings for 7-day, 5+2 day, or 5-1-1 day models	$25 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[2] or higher	$200
Gas storage water heater greater than 55 gallons and less than or equal to 100 gal	Greater than or equal to.76 UEF[2] or higher	$350
Gas instantaneous water heater less than 2 gallon	Greater than or equal to.80 UEF[2] or higher	$300

[1]Annual Fuel Utilization Efficiency

[2]Uniform Energy Factor

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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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:

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[1]	$200
Gas furnace	Greater than or equal to 94% AFUE[1]	$250
Electronic programmable setback thermostat	Four pre-programmed settings for 7 day, 5+2 day, or 5-1-1 day models	$40 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 [2]	$300
High Temperature Heating & Ventilating (HTHV)Direct-Fired Gas Heaters	Greater than or equal to 90% TE[2]	$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 turn 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 turn up. Eligible for tune up every two years.	50% of the cost up to $500 per boiler, whichever is lower

[1]Annual Fuel Utilization Efficiency

[2] Thermal Efficiency

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

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[1]	$2.50 per MBH
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[2]	
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[3]	
Gas space heating hot water boiler less than 300 MBH input	Greater than or equal to 92% AFUE[1]	$3.00 per MBH
Gas space heating hot water boiler from 300 MBH to 2,500 MBH input	Greater than or equal to 92% TE[2]	
Gas space heating hot water boiler greater than 2,500 MBH to 5,000 MBH input	Greater than or equal to 92% CE[3]	
Gas space heating steam boiler less than 300 MBH input	Greater than or equal to 82% AFUE[1]	$1.75 per MBH
Gas space heating steam boiler from 300 MBH to 5,000 MBH input	Greater than or equal to 82% TE[2]	
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 gallon	Greater than or equal to 0.82 EF[4] or .80 UEF[5] 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[2]	$450

[1]Annual Fuel Utilization Efficiency (AFUE)
[2]Thermal Efficiency (TE)
[3]Combustion Efficiency (CE)
[4]Energy Factor (EF)
[5]Uniform Energy Factor (UEF)
MBH is a thousand BTUs per hour

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

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

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 two year payback
- A buy-down to a two year payback
- $6.63 per MCF saved during the first year

Audit: - The energy audit rebate will only be provided to a customer that qualifies for a prescriptive and/or custom rebate under this program. The audit rebate offer will be structured as follows:

- Non-Profit Customers will be eligible for a rebate of 75% of the audit cost, $600 per building under 25,000 sq. ft., or $750 for buildings 25,000 sq. ft and over, whichever is lower.
- All other C/I customers will be eligible for a rebate of 50% of the audit cost, $375 per building under 25,000 sq. ft., or $500 for buildings 25,000 sq. ft. and over, whichever is lower.
- 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.
- 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.
- 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.

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.

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 Economic Development-Division of Energy (DED/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 DED/DE to offer BOC training in the Company's service area, and will provide payments to DED/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 DED/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.

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 sheers 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, Consumers Council of 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.

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 evaluation of existing programs may be performed as determined by the Company. Post-implementation 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”).

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 2022 annual budget for the Multi-Family Low Income programs shall be $1,000,000, subject to a potential upward adjustment within the 20% budget variance allowance referenced above; however, any unspent funds from the FY21 Multifamily Low-Income program budget will additionally be made available in the following year for the startup of the Non-Co-Delivery Multi-Family Low-Income program. Any unspent funds after FY21 will be made available for the Multi-Family Low-Income Programs. 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 May 31, 2021, for Spire Missouri East is $23,151,574, and for Spire Missouri West is $21,080,317.

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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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 space-heating 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 tenants 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.

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 East or Spire Missouri West 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 space-heating and/or water-heating equipment and receive gas service from Spire Missouri East or Spire Missouri West. 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 3rd 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.

RULES AND REGULATIONS

35. Conservation and Energy Efficiency Programs (continued)

J. 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.

RULES AND REGULATIONS

35. Conservation and Energy Efficiency Programs (continued)

K. Spire West 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 West designed to provide weatherization improvement measures to create long-term (natural gas) bill reduction savings to low-income single family Spire West 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 West pursuant to a written contract between THHFH and Spire Missouri Inc.

Participant: - Single family property owners who are Spire West 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 West'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.

RULES AND REGULATIONS

35. Conservation and Energy Efficiency Programs (continued)

K. Spire West 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 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.

RULES AND REGULATIONS

35. Conservation and Energy Efficiency Programs (continued)

K. Spire West 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.

The direct-install measures will include low-flow faucet aerators, low-flow showerheads, insulating water-heater 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.

RULES AND REGULATIONS

35. Conservation and Energy Efficiency Programs (continued)

K. Spire West Specific Programs (continued)

Income Eligible Multi-Family Direct Install Program (continued)

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 post-implementation 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.

RULES AND REGULATIONS

35. Conservation and Energy Efficiency Programs (continued)

K. Spire West 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 Missouri West (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: Spire Missouri West will 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).

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.

RULES AND REGULATIONS

35. Conservation and Energy Efficiency Programs (continued)

K. Spire West Specific Programs (continued)

Home Comfort Efficiency Program (continued)

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.

RULES AND REGULATIONS

35. Conservation and Energy Efficiency Programs (continued)

L. 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.

RULES AND REGULATIONS

35. Conservation and Energy Efficiency Programs (continued)

M. Spire PAYS® On-Bill Financing Program

Purpose: - The objective of the Spire PAYS On-Bill Financing Program (“the Program”) is to expand opportunities for customer adoption of cost-effective energy efficiency measures through on-bill financing.

Definitions: -

Analysis – Initial Program visit, walk through and report, and customer education.

Assessment - 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.

Efficiency Upgrade Agreement – Agreement signed by Participants (who own or rent the property) defining Participant benefits and obligations, including Service Charges and duration of payments.

Energy Efficiency Plan (“Plan”) – Prepared by Program Administrator to identify recommended upgrades (“measures”).

Estimated Life - The expected duration in years of the savings for each individual measure.

Owner Agreement - A separate required contract establishing the owner's obligations if Participant does not own the Property.

Participant: 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.

Program Administrator – The entity retained by the Company to implement the Program.

Program Partner – A retailer, distributor, or other service provider that the Company or the Program Administrator has approved to provide specific program services through execution of a Company-approved service agreement.

Project – Scope of work determined by the Program based on Property characteristics, program data collection, and analysis.

Property – the premise in which Program upgrades/measures are installed.

RULES AND REGULATIONS

35. Conservation and Energy Efficiency Programs (continued)

M. Spire PAYS® On-Bill Financing Program (continued)

Property Notice – 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 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 take place.

Owner Agreement - A separate required contract establishing the Owner's obligations if Participant does not own the Property.

Qualifying Project – Project scope of work meeting Program criteria

Service Charge – Monthly on-bill charge assigned to the Property recovering Program costs for upgrades/measures, fees, any required taxes, 3% interest charge, or costs for Participant-caused repairs as described in section 4.

Availability: -The Program is available to coincide with the approval of the Company's rate case (Case No. GR-2021-0108) to Residential Spire customers receiving service under the Company's Residential Service Tariff, provided the Property meets program qualifications.

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 of the benefits and obligations associated with the upgrades at the Property to the next owner or tenant prior to the sale or rental of the Property.

Projects that address upgrades to existing Properties 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.

RULES AND REGULATIONS

35. Conservation and Energy Efficiency Programs (continued)

M. Spire PAYS® On-Bill Financing Program (continued)

Program Description:

The Company will hire a Program Administrator to implement this Program. The Program Administrator will provide the necessary services to effectively implement the Program.

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 Participant must agree to have a Property Notice attached to the Property 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).

RULES AND REGULATIONS

35. Conservation and Energy Efficiency Programs (continued)

M. Spire PAYS® On-Bill Financing Program (continued)

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.

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 where upgrades are installed. 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 this 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 where upgrades have been installed, the Company will retain ownership of the installed upgrades/measures. Upon completion of the cost recovery, ownership will be transferred to the owner of the Property.

RULES AND REGULATIONS

35. Conservation and Energy Efficiency Programs (continued)

M. Spire PAYS® On-Bill Financing Program (continued)

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 occupants of the Property 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.

g. Vacancy: If a Property 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 incurred while natural gas service is active.

h. Extension of Service Charge: If the monthly Service Charge is reduced or suspended for any reason, once repairs have been successfully completed 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 upgrades as described in this section 4, including costs associated with repairs, deferred payments, and missed payments as long as the Participant is still benefiting from the upgrades.

RULES AND REGULATIONS

35. Conservation and Energy Efficiency Programs (continued)

M. Spire PAYS® On-Bill Financing Program (continued)

i. Tied to the Property: Until cost recovery for upgrades at the Property is complete or the upgrades fail as described in section 4(l), 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 where upgrades were installed 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 to the extent needed in order for the Participant to realize Project savings, but in no event shall the Service Charge be zero.

l. 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 continue to function. Company will not guarantee perfect operation of installed 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.

RULES AND REGULATIONS

36. Payment Partner Program

This Payment Partner Program (the "Program") is provided to eligible customers in Spire Missouri's service territory. .

A. The Program will be jointly administered by Spire Missouri and selected Community Action Agencies and other similar social service agencies (CAA) in Spire Missouri's service territory. The Company, Staff of the Missouri Public Service Commission, the Office of the Public Counsel and the CAA will negotiate the compensation for the CAA, but the compensation shall be no greater than 10% of the Program's funds.

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 $2,300,000 (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 Program in the next annual period. Upon termination of the Program, 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. In the billing months of November through April, eligible customers with household incomes ranging from 0% to 200% of the FPL will receive an additional credit of $30. The total bill credit shall not exceed the customer's monthly bill amount.

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.

(1). Customers may enroll in the ARP in the calendar months of October through December or April through June.

(2). Customers enrolling in October through December may receive ARP funding associated with an initial payment. Such ARP funding is intended to cover the difference between any LIHEAP grant or other energy assistance grant received by the customer and the initial arrearage repayment amount required to maintain or restore gas service, provided the customer pays 10% of such amount. ARP funding associated with an initial payment shall not exceed $300 annually. After the initial payment, any subsequent arrearage repayments made by the customer shall be matched by the Company until the balance is fully paid.

(3). For customers enrolling in the ARP in the months of April through June, the ARP will provide arrearage repayment assistance upon the following terms:

- The customer shall first make a payment sufficient to reduce his or her arrearage balance by 10% of the unpaid balance. Upon making this initial payment, the customer will receive an ARP credit equivalent to 10% of the original arrearage balance.
- Each month thereafter, the customer will receive an additional ARP credit equivalent to 10% of the original arrearage balance, provided that the customer makes an equivalent 10% payment to reduce the arrearage balance.

RULES AND REGULATIONS

36. Payment Partner Program (continued)

F. Arrearage Repayment Program. (continued)

(4). When a customer's arrearage has been repaid, the customer will no longer be eligible for the ARP.

(5) 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 not more than two (2) consecutive late payment during both the summer (May-October) billing months and winter (November-April) billing months 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.

(6). 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 and provided to all requesting parties in an electronic version.

RULES AND REGULATIONS

36. Payment Partner Program (continued)

I. 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. Representatives of the Parties, consisting of the Company, Staff, Public Counsel, Division of Energy, National Housing Trust and the Consumers Council, in consultation with the CAAs, will begin meeting no later than 120 days after the effective date of new tariff sheets approved in Case Nos. GR-2017-0215 and GR-2017-0216 to discuss the process for evaluating the effectiveness of the current Program, as well as potential enhancements to the parameters and structure of the Program for potential implementation no later than the winter of 2019/2020. Subject to the requirements of paragraph C, any revisions to the design or parameters of the FCAP and ARP Programs shall be proposed for the Commission's consideration no later than May 1, 2019.

K. Any disagreement as to the interpretation, implementation of or redesign of the Programs may be taken to the Commission for a decision.

L. The Company expects that approximately $940,000 will be unspent by Spire East and West combined (the "Unspent Funds") at the end of the 2019-20 annual period on April 19, 2020. Pursuant to paragraph C above, these funds would normally roll over to the 2020-21 annual period. However, in light of the economic hardships caused by the novel coronavirus (COVID-19) in the Spring of 2020, including interruptions of income for many of our vulnerable customers, the Company will use the Unspent Funds to assist certain low-income customers in lieu of rolling over such funds to the upcoming annual period.

The Unspent Funds will be used to help eligible Spire Missouri customers whose household income falls between 0% – 185% FPL and who have had an interruption in income. These customers will receive a one-time credit of up to $100. The Company will partner with the United Way to develop a process for qualifying eligible customers. It is anticipated that the Unspent Funds will be allocated between Spire East and West customers in approximately the same proportion as the funding for the Program. The Company will begin to distribute Unspent Funds promptly upon approval of this tariff, with a goal of distributing the Unspent Funds by September 30, 2020. Any Unspent Funds not distributed by that date will be rolled into the 2020-21 annual Program period.

RULES AND REGULATIONS

37. Spire Critical Needs Program

The Critical Needs Program (the "Program") is a three-year pilot program designed to promote and finance a community-based information resource network that will identify and direct customers with critical medical needs to resources that will help customers receive utility bill payment assistance.

Purpose
The Program will provide outreach and training to community stakeholders that will allow them to identify individuals that are in critical medical need for assistance and refer such individuals to available assistance resources.

Availability
This program is available to all residential customers, including those on space heating service, who for medical and/or income related circumstances need utility bill payment assistance.

Definitions
Critical medical need – a situation where loss of natural gas service may aggravate an existing serious illness or may prevent the use of life-support equipment.

Funding
Any unspent funding allocated for the Critical Medical Needs Program in a given program year, may be used towards Spire's other bill assistance programs.

Benefits
Customer accounts identified as critical needs will not be eligible for disconnection for thirty (30) days. Eligible residential customers will also be enrolled in the Company's Budget Billing program or Payment Partner program, if eligible, as deemed appropriate by the Company.

RULES AND REGULATIONS

38. Economic Development Rider - EDR

A Purpose: The purpose of this Economic Development Rider 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 250,000 Ccf/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 150,000 Ccf/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 150,000 Ccf/year; or (4) retention customers who have had usage exceeding 250,000 Ccf/year in each of the preceding three (3) years, and who are expected to have usage exceeding 250,000 Ccf/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 Rider 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 rider 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 150,000 Ccf/yr.

RULES AND REGULATIONS

38. Economic Development Rider – EDR (continued)

All requests for service under this rider shall be considered by the Company; however, in no event shall any provision of this rider 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 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 20%, provided that such discount shall not exceed 30% 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 rider 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. 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 years of such customer's contract provided the customer continues to meet the requirements of this EDR.

RULES AND REGULATIONS

38. Economic Development Rider – EDR (continued)

F. Reporting: During the term of this rider 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

RULES AND REGULATIONS

39. Negotiated Gas Service Rider - NGSR

A. Purpose: This tariff is designed for two purposes. First, it permits the 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, the 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 the Company's standard tariffs.

B. Availability: Service under the NGSR is available to customers or prospective customers who have or are expected to have usage exceeding 250,000 Ccf/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 rider.

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 rider 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.

RULES AND REGULATIONS

39. Negotiated Gas Service Rider – NGSR (continued)

D. Negotiated Rate and Term Provisions. The contract for service hereunder shall begin on 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 rider 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 Commission Staff and 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 rider.

RULES AND REGULATIONS

39. 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.

RULES AND REGULATIONS

39. 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.

RULES AND REGULATIONS

39. 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

RULES AND REGULATIONS

40. MOBILE HOME SERVICE

40.01 AVAILABILITY: Natural gas service, except that which is temporary or seasonal in character, is available to mobile homes in all communities served by the Company at applicable rates under all other provisions of these General Terms and Conditions for Gas Service subject, however, to the modifications and additions set forth in this Rule 39.

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

A The court owner or operator shall save and hold harmless the Company from any and all liability for injury or damage to persons or property resulting directly or indirectly from the presence or use of natural gas within the court- owned distribution system, except such damages or injuries resulting from failure of the Company's facilities.

B Except as modified in Paragraph (C) and (D) below, gas shall be supplied to individual mobile homes within a master metered court through a distribution system operated and maintained in a safe condition at the expense of the court owner or his operator. Facilities necessary for proper pressure regulation shall also be operated and maintained in a safe condition at the expense of the court owner or operator. The distribution system and related pressure regulation facilities shall conform with all applicable laws, the requirements of all governmental authorities having jurisdiction, and all requirements of the Company. The Company shall have the right to inspect such system and facilities and may discontinue service until the foregoing provisions have been complied with.

C Company-owned submeters within master metered courts shall remain in place. The Company shall continue to submit bills to those persons receiving service through the submeters. In the event the master meter serves load that is not submetered, the customer will be billed for the difference between the total of the submeter readings and the master meter reading. The master meter and the submeters shall be read on the same day.

RULES AND REGULATIONS

40. MOBILE HOME SERVICE (continued)

40.02 GENERAL SERVICE CONDITIONS FOR MASTER METERED MOBILE HOME COURTS INSTALLED PRIOR TO MAY 14, 1985:(continued)

D The court owner or operator shall provide, and at all times maintain at the place specified by the Company, suitable meter set piping and space for the meter and regulator installation, with such location readily accessible for reading, inspection, and testing at all times. The cost related to any change in the meter set location shall be the responsibility of the court owner or operator. Any work associated with the provision of suitable meter set piping or changes thereto must be performed by the Company or Company's agent or other individuals that have been prequalified by the Company. The estimated cost therefore is paid in advance by the court owner or his operator.

E The Company may assume ownership and if necessary upgrade or repipe mobile home court distribution systems when such is requested by the Court owner or operator or required by the provisions of Section 39.05 of this Rule. Repiping requested or required shall be performed pursuant to the applicable extension provisions of Section 39.04 of this Rule.

F When service to individual mobile homes is to be supplied by the Company pursuant to the provisions of Paragraphs (D), or (E), of this Section, such service shall be subject to the provisions of Paragraphs (B), (C), and (D) of Section 39.03 of this Rule.

G The existence of company-owned submeters, pursuant to the provisions of Paragraphs (C) and (D) of this Section, shall not affect the application of the provisions of Paragraph (A) of this Section, regarding court-owned piping between the outlet of the master meter and the inlet of the submeters.

RULES AND REGULATIONS

40. MOBILE HOME SERVICE (continued)

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

A Gas Service will be provided by the Company to individual mobile homes located on city or suburban lots or in mobile home courts through distribution facilities owned, installed, operated, and maintained by and at the expense of the Company in the same manner as service is provided to conventional establishments, except as provided for in Section 39.04 of this Rule.

B When service to individual mobile homes is to be supplied by the Company, such service shall be subject to the execution of the Company's standard application or contract by the customer at each metered location.

C Service will be billed at each metered location under the Company's applicable tariffs, including the minimum bill provisions thereof, and payment of such billings shall be the responsibility of the applicant for service at the respective metered locations.

D Where service at a mobile home site is provided to and in the name of the court owner or his operator for use by the occupant of the mobile home site, the court owner or his operator shall collect no more from such occupant than the amount of the Company's billing for gas delivered to such metered location. Violation of this condition shall subject the court owner or operator to discontinuance of service.

RULES AND REGULATIONS

40. MOBILE HOME SERVICE (continued)

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

A. Extension allowances, deposit requirements, and deposit refunds for conventional establishments connected to main extensions necessary pursuant to the provisions of this Rule shall be determined pursuant to the applicable provisions of Rule 19 of these General Terms and Conditions for Gas Service.

B. All main and service line extension contracts for mobile homes, for refund purposes, shall be reviewed annually on the anniversary date of the installation of the extension. The aggregate refunds made under any mobile home contract shall never exceed the amount of the original advance for construction.

C. After the Company performs re-piping of a mobile home court requested or required pursuant to the provisions of this Rule, all mains, service lines, regulators, meters, and/or other related appurtenances required for the re-piping shall be owned, installed, operated and maintained by and at the expense of the Company, except as proved for in Paragraphs (E) and (F) below.

D. It is agreed as a condition of service that the Company has been granted a blanket easement to install and maintain all gas facilities. The Company shall not in any case be required to obtain private right-of-way and/or easements for the purpose of making extensions of gas mains, service lines, or other facilities to any individual mobile home or within any mobile home court, or for the purpose of re-piping a mobile home court pursuant to the provisions of this Rule. All necessary right-of-way and/or easements, within any mobile home court, shall be furnished by the owner without cost to the Company.

RULES AND REGULATIONS

40. MOBILE HOME SERVICE (continued)

40.04 MOBILE HOME EXTENSION RULES (continued)

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

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

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

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

(c) The cost of installing in excess of seventy-five (75) feet of main for each occupied pad.

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

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

RULES AND REGULATIONS

40. MOBILE HOME SERVICE (continued)

40.04 MOBILE HOME EXTENSION RULES (continued)

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

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

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

(a) The cost of installing up to sixty (60) feet of service line under ideal conditions (no rock, paving, drives, or other obstructions);

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

(c) The cost of installing in excess of sixty (60) feet of service line.

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

RULES AND REGULATIONS

40. MOBILE HOME SERVICE (continued)

40.04 MOBILE HOME EXTENSION RULES (continued)

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

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

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

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

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

RULES AND REGULATIONS

40. MOBILE HOME SERVICE (continued)

40.05 SPECIAL CONDITIONS PERTAINING TO LEAK SURVEYS AND REPIPING OF MOBILE HOME COURT DISTRIBUTION SYSTEMS OWNED BY OTHERS: (continued)

C. Failure on the part of a court owner or operator to allow the company to repair hazardous conditions shall result in the discontinuance of service to that system, until such time as the conditions are corrected. Prior to such discontinuance, notification shall be given to the owner or operator of the affected court, the staff of the Public Service Commission, the Office of the Public Counsel, and all end users of the gas in the affected court. Service reconnection necessary due to the discontinuance provisions of this Paragraph shall be conducted by the Company, with the system's owner or operator being charged a fee as stated in Rule 5 of these General Terms and Conditions for Gas Service for each mobile home to be reconnected.

D. Systems pursuant to the provisions of this Section may be purchased by the Company or may remain in operation as a master metered system subject to the provisions of this and other applicable General Terms and Conditions for Gas Service on file with the Commission.

E. If the owner or operator of a system which the Commission or Company determines requires re-piping pursuant to the provisions of this Section refuses to allow such, the Company shall discontinue service to the system, until such time as the system is re-piped. Prior to such discontinuance, notification shall be given to the owner or operator of the affected court, the staff of the Public Service Commission, the Office of the Public Counsel, and all end users of the gas in the affected court.

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