

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri East & West

**RULES AND REGULATIONS**

35. Conservation and Energy Efficiency Programs (continued)

M. Spire On-Bill Financing Program

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

Definitions: -

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 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.

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.

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 of the Property is executing a rental agreement or sales agreement for the Property, a new Property Notice must be signed by the successor tenant or owner indicating their acceptance of the benefits and obligations of the upgrades at the Property before the sale or rental of the Property may take place.

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

Program Administrator – The entity retained by the Company to implement the Program. The Program Administrator will provide the necessary services to effectively implement the Program.

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M. Spire On-Bill Financing Program (continued)

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

Property – real estate in which Program upgrades/measures are installed.

Qualifying Project – Project scope of work meeting Program criteria (Project cost, including Program Partner pricing and Program fees, is equal to or less than 80% of the estimated post upgrade cost savings over 80% of the upgrade Estimated Life).

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

Availability: -The Program is available to Residential Spire customers receiving service under the Company's Residential Service Tariff, provided the Property qualifies as a Qualifying Project.

In order to qualify as a Participant, customers must either (a) own the Property or (b) the Property owner must sign an Owner Agreement agreeing to not remove or damage the upgrades, to maintain them, and to provide a Property Notice to the next owner or tenant prior to the sale or rental of the Property.

Projects that address upgrades to existing buildings deemed unlikely to be habitable or to serve their intended purpose for the duration of Company's cost recovery will not be approved unless repairs are made by the Property owner that will extend the life through the Company's cost recovery period. If a Property is a manufactured home, it must be built on a permanent foundation and fabricated after 1982 to be eligible.

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## 35. Conservation and Energy Efficiency Programs (continued)

## M. Spire On-Bill Financing Program (continued)

Program Description:

1. Participation: To become a Participant in the Program, a customer must: 1) request from the Program Administrator an analysis of qualifying upgrades, 2) agree to the terms of the Analysis fee as described in section 3, and 3) sign the Efficiency Upgrade Agreement and implement any Qualifying Project that does not require an upfront payment from the Participant as described in section 2(c).

- a. The owner must agree to have a Property Notice filed in the county land records through either i) Owners Agreement if the Participant is not the owner, or ii) as part of the Efficiency Upgrade Agreement if the Participant is the owner.
- b. In jurisdictions in which the Company cannot file the Property Notice in the county land records, failure to obtain the signature of a successor tenant or owner of the Property, on a replacement Property Notice, will constitute the owner's acceptance of consequential damages and permission for a successor tenant or owner to break their lease or sales agreement without penalty.
- c. The Participant authorizes the use of energy usage history by the Program Administrator in order to true up its energy analysis and determine qualifying recommendations.

2. Energy Efficiency Plans: The Company will have its Program Administrator or Program Partner perform an assessment and prepare a Plan identifying recommended upgrades/measures to improve energy efficiency and lower energy costs.

- a. Incentive payment: The Company will offer incentives currently available for any eligible residential energy efficiency measure.
- b. Net Savings: Recommended upgrades/measures shall be limited to those where the annual Service Charge, including program fees and applicable charges for capital, is no greater than 80% of the estimated annual savings to a Participant based on current retail rates for natural gas, and may include electric savings if the Program is co-delivered with an electric utility.
- c. Copay Option: In order to qualify a Project that does not meet the criteria for a Qualifying Project, Participants may agree to pay the portion of a Project's cost that prevents it from qualifying for the Program as an up-front payment to the Program Partner or Program Administrator. Company will assume no responsibility for such up-front payments to the Program Partner or Program Administrator. Copayments will be applied after applying relevant incentive payments as defined in 2(a).

3. Analysis fee: The Company will not recover Analysis fee costs from Participants through a Service Charge. Analysis fee costs will be treated as Program Administrative costs.

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## 35. Conservation and Energy Efficiency Programs (continued)

## M. Spire On-Bill Financing Program (continued)

4. Services Charge: The Company will recover the costs for its investments, including any fees as allowed in this tariff, through a monthly Service Charge assigned to the Property. Such Service Charge shall be paid by the Participant or a successor occupying the Property until all Company costs have been recovered. The Service Charge will also be set for a duration not to exceed the greater of i) the length of a full parts and labor warranty or ii) 80 percent (80%) of the Estimated Life of the upgrades, and in no case longer than twelve years. The Service Charge and duration of payments will be included in the Efficiency Upgrade Agreement.

- a. Cost Recovery: No sooner than 45 days after approval by the Company or its Program Administrator, the Participant shall be billed the monthly Service Charge as determined by the Program. The Company will bill and collect the Service Charge until cost recovery is complete except in cases discussed in section 4. Prepayment of Service Charges will not be permitted.
- b. Eligible Upgrades/Measures: All upgrades/measures must have Energy Star certification, if applicable.
- c. Ownership of Upgrades/Measures: During the period of time when the Service Charge is billed to Participants at the Property, the Company will retain ownership of the installed upgrades/measures. Upon completion of the cost recovery, ownership will be transferred to the Property owner.
- d. Maintenance of Upgrades/Measures: Participants and Property owners (if the Participant is not the Property owner) shall keep the installed upgrades in place, in working order, and maintained per manufacturer's instructions for the duration of the cost recovery. Participants shall report the failure of the installed upgrades to the Program Administrator or Company as soon as possible. If an upgrade fails, the Company is responsible for determining its cause and for making reasonable efforts to repair the upgrade/measure in a timely manner. If the Property owner, Participant, or Property occupants caused the damage to the installed upgrades/measures, they will reimburse the Company as described in this section 4.
- e. Termination of Service Charge: Once the Company's cost recovery is complete, Company will discontinue the Service Charge, except as described in sections 4(g) and 4(k).
- g. Vacancy: If a location at which upgrades/measures have been installed becomes vacant for any reason and natural gas service is disconnected, the Service Charge will be suspended until a successor Participant takes occupancy. If a Property owner maintains natural gas service at the Property, the Property owner will be billed the Service Charge as part of any charges incurs while natural gas service is active.

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- h. Extension of Program Charge: If the monthly Service Charge is reduced or suspended for any reason, once repairs have been successfully effected or service reconnected, the number of total monthly payments shall be extended until the total collected through the Service Charge is equal to the Company's cost for installation as described in section 4, including costs associated with repairs, deferred payments, and missed payments as long as the Participant is still benefiting from the upgrades.
- i. Tied to the Location: Until cost recovery for upgrades at the Property is complete or the upgrades fail as described in section 4(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 for non-payment of the Service Charge under the same provisions as for any other natural gas service.
- k. Confirm Savings Actually Exceeded Tariffed-Charge: Program Administrator will perform an annual analysis to evaluate weather-normalized 12-month post-upgrade Project cost savings and confirm that the Service Charge remains lower than estimated Project cost savings. In the event that analysis indicates that the Service Charge exceeds the estimated Project cost savings due to inaccurate saving estimates, the Service Charge may be reduced or eliminated to the extent needed in order for the Participant to realize Project savings.
- 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.

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