

<b>Exhibit No:</b>	—
<b>Issue:</b>	<b>Gas Transportation Service Proposed Tariff Changes</b>
<b>Witness:</b>	<b>Kristina Embry</b>
<b>Type of Exhibit:</b>	<b>Direct Testimony</b>
<b>Sponsoring Party:</b>	<b>Spire Missouri Inc.</b>
<b>Case No.:</b>	<b>GO-</b>
<b>Date Testimony Date:</b>	

**SPIRE MISSOURI INC.**

**CASE NO. GO-**

**DIRECT TESTIMONY**

**OF**

**KRISTINA EMBRY**

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

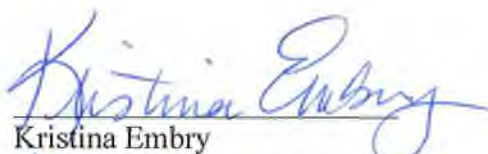
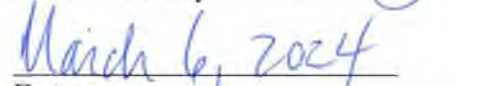
In the Matter of the Application of Spire Missouri     )  
Inc. d/b/a Spire to Revise its Transportation Service     )     **File No. GO-2024-XXXX**  
Tariffs.     )

**VERIFICATION OF KRISTINA EMBRY**

STATE OF MISSOURI     )  
   )  
CITY OF ST. LOUIS     )

I, Kristina Embry, of lawful age, under penalty of perjury, and pursuant to Section 509.030, RSMo, state as follows:

1. My name is Kristina Embry. I am the Director of Business and Economic Development for Spire Missouri, Inc. My business address is 700 Market St., St Louis, Missouri 63101.
2. My direct testimony on behalf of Spire Missouri, Inc. is attached to this verification.
3. My answers to each question in the attached direct testimony are true and correct to the best of my knowledge, information, and belief.

  
\_\_\_\_\_  
Kristina Embry  
  
\_\_\_\_\_  
Date

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**SCHEDULES:**

**KME-D1 – Redline Version Showing Changes to Transportation Service Tariff**

**DIRECT TESTIMONY OF KRISTINA EMBRY**

**I. INTRODUCTION**

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**Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

A. My name is Kristina Embry. My business address is 800 Market Street, St. Louis, MO 63101.

**Q. WHAT IS YOUR PRESENT POSITION?**

A. I am the Director of Business and Economic Development for Spire Missouri Inc. (“Spire Missouri” or the “Company”).

**Q. HOW LONG HAVE YOU HELD YOUR POSITION, AND WHAT ARE YOUR RESPONSIBILITIES?**

A. I have held my current role since March 2022. My responsibilities include managing a team of business and economic development representatives responsible for adding and retaining new residential, commercial and industrial customers, building and maintaining relationships with the region’s largest industrial customers and working with Missouri’s economic development agencies to attract new business to the region.

**Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND EMPLOYMENT EXPERIENCE.**

A. I received a Bachelor of Science degree in Business Administration from Saint Louis University in 1991. I was employed by Laclede Gas Company (“Laclede Gas”) for over 20 years before it became Spire Missouri. Throughout my career, I have worked in marketing, commercial sales, and business development roles, which have involved working directly with commercial and industrial customers, as well as industry partners. I have experience coordinating, scheduling, and billing third-party natural gas deliveries,

1 developing and implementing transportation tariffs and coordinating economic  
2 development.

3 **Q. HAVE YOU PREVIOUSLY FILED TESTIMONY BEFORE THE MISSOURI**  
4 **PUBLIC SERVICE COMMISSION (“COMMISSION” OR “PSC”)?**

5 A. Yes, I filed testimony in Spire Missouri’s most recent rate case, Case No. GR-2022-0179.

6 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

7 A. The purpose of my testimony is to discuss Spire Missouri’s proposed changes to its gas  
8 transportation tariffs and the reasons for these proposed changes.

9 **II. CURRENT GAS TRANSPORTATION TARIFFS**

10 **Q. DESCRIBE SPIRE MISSOURI’S CURRENT SERVICE TERRITORY.**

11 A. Spire Missouri is a local gas distribution company that serves nearly 1.2 million homes and  
12 businesses in Missouri. Spire Missouri serves two distinct service territories in the state:  
13 (1) Spire Missouri East, which serves St. Louis and other communities in eastern Missouri,  
14 and (2) Spire Missouri West, which serves Kansas City and other communities in western  
15 Missouri.

16 **Q. WHAT TYPES OF CUSTOMERS DOES SPIRE MISSOURI SERVE ON ITS**  
17 **SYSTEM?**

18 A. There are many different customer classes defined in Spire Missouri’s tariffs, including  
19 residential customers and small and large commercial and industrial customers. These  
20 classes may also fall into one of two categories—firm sales customers and transportation  
21 customers.

22 **Q. WHAT IS THE DIFFERENCE BETWEEN SPIRE MISSOURI’S FIRM SALES**  
23 **CUSTOMERS AND TRANSPORTATION CUSTOMERS?**

1 A. Firm sales customers purchase natural gas supplies directly from Spire Missouri.  
2 Residential homes are a typical example of this type of customer. Transportation  
3 customers, by contrast, purchase natural gas supply from a Retail Gas Marketer (“RGM”).  
4 In that situation, RGM’s purchase gas on behalf of the transportation customer, the  
5 purchased gas is delivered to Spire Missouri’s Citygates, and Spire Missouri delivers that  
6 gas to the customer’s location. In other words, for transportation customers, Spire Missouri  
7 simply serves as the delivery service for gas sourced and purchased elsewhere, while  
8 RGMs are responsible for ensuring the gas actually arrives at the Citygate. Because of this,  
9 Spire Missouri excludes transportation customer usage from its reliability analysis and does  
10 not acquire firm transportation or storage capacity, or firm supply, to serve the  
11 transportation load. Additionally, as they are not receiving firm service from the Company  
12 and supplying their own gas to the system, transportation customers are subject to  
13 Operational Flow Orders.

14 **Q. WHAT IS AN OPERATIONAL FLOW ORDER, OR OFO?**

15 A. A Company OFO is a notice to transportation customers of a situation impacting Spire  
16 Missouri’s system or an upstream pipeline serving its system. It requires the RGMs’ to  
17 control their usage to avoid either under-deliveries, over-deliveries, or both. There are two  
18 types of OFOs under Spire Missouri’s Tariff—Standard OFOs and Emergency OFOs. The  
19 Tariff allows Spire Missouri to issue an OFO “to protect the integrity of its system or any  
20 portion thereof and/or to ensure compliance with the requirements of upstream pipeline  
21 companies.” (Priority of Service, F1, PSC MO No. 9, Sheet No. 9.19). When a  
22 transportation customer’s daily nominations do not meet the requirements set forth in the

1 under-delivery or over-delivery OFO, the customer becomes subject to penalties. These  
2 penalties serve to dissuade transportation customers from non-compliance with OFOs.

3 **Q. WHAT ARE THE CURRENT PENALTIES FOR UNAUTHORIZED OVER- OR**  
4 **UNDER-DELIVERIES DURING AN OFO?**

5 A. Under Spire Missouri's tariff, unauthorized over- or under-deliveries are penalized as  
6 follows:

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

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

17 **Q. WHO IS RESPONSIBLE FOR PAYING THESE PENALTIES TO THE**  
18 **COMPANY IN THE CURRENT TARIFF?**

19 A. Under the current tariff, the transportation customers who are over- or under-delivering gas  
20 bear the responsibility for paying such penalties to the Company.

21 **Q. WHICH TARIFFS CURRENTLY GOVERN TRANSPORTATION CUSTOMERS**  
22 **WITHIN THE TWO SERVICE TERRITORIES?**

1 A. Sheet Nos. 9 through 9.29 contain the current Transportation Service (“TS”) schedule for  
2 Spire Missouri. These tariffs were last revised in the Docket No. GR-2022-0179, the  
3 Company’s most recent general rate case, as part of the *Full and Unanimous Stipulation*  
4 *and Agreement*. In that case, the goal of the Company was to create a more unified set of  
5 transportation tariffs applicable to both Spire Missouri East and Spire Missouri West.  
6 While the final transportation tariff sheets did combine the Spire East and Spire West tariff  
7 sheets, they retained region-specific provisions, such as the eligibility requirements.  
8 However, in reviewing these tariff sheets, the Company has found multiple areas where the  
9 tariffs can be improved.

10 **III. SUMMARY OF PROPOSED CHANGES**

11 **Q. COULD YOU SUMMARIZE THE CHANGES THAT SPIRE MISSOURI IS**  
12 **PROPOSING?**

13 A. Yes. Below is a brief list and explanation of the changes that are being proposed in this  
14 tariff revision, along with the location of the change. For noted changes beyond minor  
15 mistakes and typos (i.e. extra letters or repeated words), I will discuss in further detail the  
16 change and the Company’s reasoning for the change.

- 17 • **Sheet No. 9, Section A.3.** – The Company adds secondary facility language for  
18 Spire Missouri East customers, which was unintentionally omitted in the most  
19 recent tariff revision.
- 20 • **Sheet No. 9.1, Section A.6.** –The Company adds a requirement that a  
21 transportation customer seeking to become a firm customer must give the  
22 Company notice of such change by May 1 for service on October 1, and such



1 customer must remain a firm customer for 12 months before being eligible to go  
2 back to the transportation class.

3 • **Sheet No. 9.1, Section A.7.** – The Company makes a minor change that removes  
4 an unnecessary letter.

5 • **Sheet No. 9.2, Section B.1.** – The Company adds language noting the  
6 requirement of a transportation contract and the Retail Gas Marketer Addendum  
7 (“RGM Addendum”) that the Company is proposing in this tariff revision.

8 • **Sheet No. 9.3, Section B.1.d.** - The Company adds further language to  
9 incorporate the RGM Addendum. The Company also proposes to allow the  
10 Company, Customers, and RGMs to revisit Customers’ appropriate Citygates  
11 annually.

12 • **Sheet No. 9.4, Section B.2.c.** – The Company removes reference to an agreement  
13 between customers and RGMs and adds language regarding the proposed RGM  
14 Addendum.

15 • **Sheet No. 9.6, Section C.1.f.** – The Company reintroduces creditworthiness  
16 language applicable to RGMs.

17 • **Sheet No. 9.8, Section C.6.** – The Company removes reference to the agreement  
18 between customers and marketers and adds the requirement of the Addendum to  
19 provide authorization for RGMs and the requirement for a new Addendum when  
20 switching RGMs. The Company also removes third-party verification of oral  
21 authorization to change gas supply providers.

22 • **Sheet No. 9.9, Section C.7.** – The Company makes a minor change that removes  
23 unnecessarily repeated words.

- 1           • **Sheet No. 9.12, Section D.** – The Company makes a minor change to remove  
2           unnecessary parentheses.
- 3           • **Sheet No. 9.21, Section F.1.** – The Company adds language to clarify the  
4           issuance of customer or RGM specific OFOs.
- 5           • **Sheet No. 9.25, Section F.4.** – The Company removes the language “less contract  
6           demand” in the priority of service section as it is not a necessary component of  
7           the equation.
- 8           • **Sheet No. 9.26, Section F.5.** – The Company changes language in the priority of  
9           service section to say “all amounts collected by the Company” instead of “all  
10          amounts billed for unauthorized use” in discussing amounts added to the PGA  
11          balances.
- 12          • **Sheet No. 9.26, Section F.5.a.i and ii.** – The Company revises the tolerance level  
13          language to make the limits clearer.
- 14          • **Sheet No. 9.26, Section F.5.b.** – The Company adds +.05 to Texas Gas to be  
15          consistent with cash out index pricing presently found in the tariff. This was an  
16          oversight previously.
- 17          • **Sheet No. 9.28, Section F.5.e.** – The Company adds initial penalty responsibility  
18          for RGMs where RGMs provide transportation service for aggregated customers.
- 19          • **Sheet No. 9.30 Section H.** – The Company changes “CityGate” to “Citygate” to  
20          be consistent throughout the tariff sheets.
- 21          • **Sheet No. 9.30 Section I.** – The Company removes the language requiring  
22          electric and telephone connections for Electronic Gas Measurement (“EGM”)  
23          Equipment.

- 1 • **Sheet Nos. 25 – 25.4** – The Company adds these new tariff sheets to include the  
2 RGM Addendum referenced above in the tariffs.
- 3 • Finally, as the Company has added language throughout the tariffs, the sheet  
4 references throughout are no longer accurate. The Company has updated sheet  
5 references to ensure these references are correct.

6 **Q. PLEASE DESCRIBE SCHEDULE KME-D1.**

7 A. Schedule KME-D1 is a redlined version of the changes to the Transportation Service tariff  
8 incorporating the above changes.

9 **IV. EXPLANTION OF TARIFF CHANGES**

10 **Q. COULD YOU PLEASE DESCRIBE THE ADDITION OF THE SECONDARY**  
11 **FACILITY LANGUAGE?**

12 A. The current eligibility requirements for Spire Missouri East transportation customers are  
13 an annual gas usage that exceeds 300,000 Ccf and a billing demand of at least 1,500 Ccf  
14 per day. Before the tariff revision in Docket No. GR-2022-0179, a Spire East transportation  
15 customer was allowed to aggregate receipts and deliveries of secondary facilities with a  
16 billing demand equal to, or greater than, 1,000 Ccf and an annual usage of 200,000 Ccf or  
17 greater with the customer’s parent facility currently contracting under the transportation  
18 service rate schedule. The Company did not intend on omitting this language in the most  
19 recent rate case, and the Company proposes to add this language back in the present tariff  
20 revision. This change is included on Sheet No. 9, Section A.3.

21 **Q. COULD YOU EXPLAIN THE NOTICE REQUIREMENT FOR CUSTOMERS**  
22 **SWITCHING FROM THE TRANSPORTATION SERVICE TO FIRM SERVICE?**

1 A. In the currently effective tariffs, there is no notice requirement for customers that are  
2 seeking to switch from transportation service, in which an RGM sources the customers’  
3 natural gas and delivers it to the Company’s Citygate, to firm service, in which the  
4 Company must source and deliver gas. The proposed notice provision, on Sheet No. 9,  
5 Section A.6, would require transportation customers seeking to switch to firm service to  
6 provide the Company notice by May 1, in order to be a firm customer on October 1.

7 **Q. WHY IS THE COMPANY SEEKING TO INCLUDE THIS NOTICE PROVISION?**

8 A. Each year, Spire Missouri must plan for the upcoming winter to ensure that it will have  
9 sufficient supply to meet full customer demand throughout the heating season. Obviously,  
10 the Company adds customers throughout the year and makes the necessary adjustments to  
11 meet changing demand. However, transportation customers, especially in Spire Missouri  
12 East, are customers with high annual usage and daily demand. Unlike supporting a  
13 residential customer that may only use 1,000 Ccf per year, supporting a large customer  
14 with an annual usage of 300,000 Ccf can require significant planning and analysis. The  
15 buffer period from May 1 to October 1 will provide the Company reasonable time  
16 necessary to provide gas service to such large transportation customers, should they decide  
17 to switch to firm service. This will also benefit the transportation customers making the  
18 switch to firm service, as it ensures that they will have continuity of service on October 1  
19 and throughout the heating season.

20 **Q. WHY DOES THE COMPANY ALSO INCLUDE A REQUIREMENT THAT**  
21 **CUSTOMERS MUST REMAIN ON FIRM SERVICE FOR AT LEAST 12**  
22 **MONTHS?**

1 A. When the Company plans for an upcoming winter, the Company will contract for capacity  
2 on pipelines to meet the requirements of the system, which represents a cost that is passed  
3 through to customers. If a large transportation customer switches to firm service, the  
4 Company will contract for capacity as needed to cover this customer. If the customer were  
5 to switch back to transportation service mid-winter, the Company, and the remaining firm  
6 customers, would still be on the hook for the pipeline capacity costs. Requiring  
7 transportation customers to remain on firm service for 12 months would prevent other firm  
8 customers from being left with capacity costs incurred solely for the benefit of those larger  
9 customers.

10 **Q. YOU MENTIONED AN RGM ADDENDUM. COULD YOU EXPLAIN WHAT**  
11 **THIS DOCUMENT IS?**

12 A. Yes. The RGM Addendum, included in the tariffs as Sheet Nos. 25-25.4, is intended to  
13 replace the existing agent affidavits by which customers appoint and grant authorization to  
14 RGM to interact with the Company for the purposes of providing service under the  
15 transportation tariffs. The RGM Addendum fulfills the same purpose but reflects tariff  
16 revisions from the most recent rate case and will be used for both East and West  
17 transportation customers. To incorporate the RGM Addendum into the tariffs, the  
18 Company adds language referencing this document at Sheet No. 9.2, Section B.1.a., along  
19 with language that requires existing transportation customers with an RGM to submit the  
20 RGM Addendum upon revising existing contracts or entering into new ones. On Sheet 9.3,  
21 B.1.d., the RGM Addendum is referenced as customers' designated Citygates will be  
22 included in that document. This document will also control as to the appropriate Citygate  
23 location when a customer's contract and Addendum conflict. On Sheet 9.4, Section B.2.C.,

1 the RGM Addendum is added in to replace a “RGM agreement” that was previously  
2 contemplated in the tariffs. Finally, language is added on Sheet 9.8, Section 6. to add the  
3 requirement of a new RGM Addendum when switching RGMs, as well as remove language  
4 allowing third party verification of oral authorization to change RGMs. The Company  
5 makes the latter change as it is seeking to standardize the documentation on file for  
6 transportation customers in both Spire Missouri East and West.

7 **Q. IN THE CITYGATE SECTION REFERENCED ABOVE, WHY DOES THE**  
8 **COMPANY PROPOSE LANGUAGE ALLOWING THE COMPANY,**  
9 **CUSTOMER, AND RGM TO DETERMINE THE APPROPRIATE CITYGATE**  
10 **ANNUALLY?**

11 A. On Sheet 9.3, Section B.1.d., the Company proposes to allow the Company, customer, and  
12 RGM, to determine the appropriate Citygate annually, rather than each time the contract is  
13 renewed. This change will allow the Company to still maintain a designated Citygate  
14 location throughout the year for each customer during an OFO period but will also allow  
15 the Company to adapt to meet system planning and gas supply requirements.

16 **Q. MOVING ON, COULD YOU DISCUSS THE PROPOSED LANGUAGE**  
17 **INVOLVING CREDITWORTHINESS?**

18 A. Yes. This language, found at Sheet No. 9.4, Section C.1.f., goes hand in hand with the  
19 proposed language at Sheet No. 9.26, Section F.5.e. related to the responsibility of payment  
20 of penalties for unauthorized usage. At present, individually balanced transportation  
21 customers (serving as their own RGM) are billed directly for penalties involving  
22 unauthorized over- or under-deliveries. Aggregated customers, or customers that have their  
23 gas deliveries pooled and nominated together by their RGM, are also billed directly, should

1 the Company receive customer-level nomination data from the RGM. If the Company does  
2 not receive this information, the Company may bill the RGM the penalties for the  
3 aggregated customers. However, given the RGMs responsibility to serve the customers  
4 natural gas and bill them accordingly for that natural gas, it is reasonable that the RGM  
5 would also be responsible for billing the customers for penalties assessed as a result of the  
6 customers unauthorized natural gas usage. The RGM would then be able to recoup the  
7 penalties billed to the RGM from their correct customer. To that end, the Company requires  
8 information on each RGM's creditworthiness as an assurance that if penalties are incurred  
9 by aggregated customers, the RGM responsible for the pool is able to pay those penalties.

10 **Q. WHAT IS THE PURPOSE OF THE LANGUAGE AROUND CUSTOMER OR**  
11 **RGM SPECIFIC OFOS?**

12 A. On Sheet No. 9.21, Section F.1. (Priority of Service), the tariffs discuss Operational Flow  
13 Orders issued by the Company. The tariffs currently allow the Company to instruct specific  
14 customers or RGM to control usage or over- and under-deliveries in OFO notices, and the  
15 proposed additions make this consistent and clearer throughout the section.

16 **Q. WHY DOES THE COMPANY REMOVE THE LANGUAGE RELATED TO**  
17 **CONTRACT DEMAND LATER IN THE PRIORITY OF SERVICE SECTION?**

18 A. On Sheet 9.25, Section F.4., unauthorized deliveries are currently calculated by comparing  
19 nominations with actual usage less contract demand. However, the contract demand piece  
20 is no longer relevant in the equation for determining unauthorized deliveries, so the  
21 Company seeks to remove that language from the tariff.

22 **Q. WHY IS THE COMPANY SEEKING TO CHANGE THE LANGUAGE**  
23 **CHANGING THE AMOUNTS CONSIDERED AS GAS COST RECOVERY?**

1 A. When penalties for unauthorized usage are incurred by customers and assessed by the  
2 Company, the tariffs require that the Company consider “all amounts billed for  
3 unauthorized charges” as gas recovery for the purposes of the annual Actual Cost  
4 Adjustment audit. However, the issue that the Company has seen with this language is that  
5 the amounts billed for unauthorized use charges are not always fully collected. This may  
6 result in the Company being under-recovered in its purchased gas costs.

7 **Q. WHAT IS THE PROPOSED CHANGE BY THE COMPANY?**

8 A. The Company proposes to only consider as gas recovery “all amounts collected by the  
9 Company” when it assesses penalties for unauthorized use. The Company will not be  
10 penalized through under-recovery of purchased gas costs for not being able to collect full  
11 penalties from transportation customers or their RGMs, a situation that has occurred before.  
12 This change is found at Sheet No. 9.24, Section F.5. Additionally, this change is consistent  
13 with the previous change discussed which puts more responsibility on the RGM for  
14 penalties and collecting and paying those penalties.

15 **Q. COULD YOU EXPLAIN THE CHANGES TO THE TOLERANCE LEVELS FOR**  
16 **WHEN PENALTIES ARE ASSESSED ON UNAUTHORIZED DELIVERIES?**

17 A. Yes. Currently, the tolerance levels for when penalties are assessed for both unauthorized  
18 over- and under-deliveries are when “deliveries to meters exceed 5% of authorized daily  
19 delivery levels.” The Company’s proposed language seeks to clarify the tolerance levels  
20 by setting penalty thresholds for over-deliveries at 105% of the confirmed nominations and  
21 for under-deliveries at 95% of the confirmed nominations. Additionally, the Company adds  
22 language to tie the unauthorized deliveries to a comparison between the confirmed



1 nominations from the RGMs and the actual usage of their customers. This change simply  
2 clarifies the tolerance levels. It does not change what the tolerance levels are.

3 **Q. YOU MENTIONED CHANGES TO THE ELECTRONIC GAS MEASUREMENT**  
4 **EQUIPMENT REQUIREMENTS. BRIEFLY, WHAT CHANGES ARE BEING**  
5 **MADE TO THOSE REQUIREMENTS?**

6 A. Currently, at Sheet No. 9.28, Section I., the EGM equipment requirements are that the  
7 customer shall maintain electric power and telephone and/or data circuitry. However, this  
8 is outdated and no longer needed as the Company's EGM equipment now uses cellular  
9 technology. This change removes the requirement for customers to maintain electric power  
10 and telephone and/or data circuitry.

11 **V. CONCLUSION**

12 **Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

13 A. Yes



Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

**TRANSPORTATION SERVICE**  
**TS**

A. Availability:

1. This Tariff shall govern the relationship between the Company, Transportation Service customers, and the Retail Gas Marketers (RGM) who have been granted authority to act on behalf of such customers taking transportation service.
2. Transportation service under this tariff will be made available to eligible customers upon request and subject to the requirements provided below when the Company has sufficient distribution system capacity. If the Company determines that it does not have sufficient distribution system capacity to provide the requested service, it will provide to the customer requesting transportation service a written explanation of its distribution system capacity determination and a preliminary indication of the necessary changes to facilities, the approximate cost and the time required to provide such requested transportation service.
3. Customers eligible for transportation service are: (1) Missouri East commercial or industrial customers utilizing at least 300,000 Ccf of gas annually with a billing demand of at least 1,500 Ccf per day or Missouri West commercial and industrial customers whose annual usage exceeds 30,000 Ccf in the preceding calendar year, and (2) schools receiving transportation service under the Experimental School Transportation Program (STP) tariff schedule.  
  
For Missouri East transportation customers: if any end-user, which owns or controls the facilities where separately metered gas service is or will be provided under this tariff may aggregate the receipts and deliveries related to such facilities, provided that at least one facility meets the eligibility requirements set forth in paragraph 3 above and each other facility is covered by a separate transportation contract with a billing demand equal to, or greater than, 1,000 Ccf and an annual usage equal to, or greater than 200,000 Ccf. Transportation service shall only be provided to facilities with a billing demand between 1,000 and 1,500 Ccf and an annual usage between 200,000 and 300,000 Ccf when the receipts and deliveries of such facilities are aggregated with the receipts and deliveries of other facilities as provided by this paragraph.
4. Starting with the 2023-2024 heating season, Spire agrees to hold an annual customer education workshop, in Missouri East region and Missouri West region, at the beginning of each heating season.
5. Qualifying transportation customers will be added on a first-come, first-served basis up to a maximum of 150 customers statewide per year, but not less than 50 customers (if more than 50 customers apply and qualify for such service). However, in any year, if Spire Missouri determines that it is feasible to convert more customers than specified above, Spire Missouri will do so on a first-come, first-served basis.

DATE OF ISSUE: March 6, 2024

DATE EFFECTIVE: April 5, 2024

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

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**TRANSPORTATION SERVICE**  
**TS**

6. Each customer receiving transportation service under this tariff shall give the Company notice by May 1st for service to initiate on October 1st to switch from transportation service to the general sales service rate schedule. After switching to general sales service, customers must remain on the general sales rate schedule for 12 months before again being eligible for the transportation rate.

**TRANSPORTATION SERVICE**  
**TS**

7. Telemetry will be required for all non-school customers taking transportation service under this tariff, as set forth in Section I Electronic Gas Measurement Equipment (EGM), the requirements of which are incorporated on Sheet 9.3028 and 9.3129 and on Sheet 17. Where Sheet 9.3028 and 9.3129 and Sheet 17 conflict, Sheet 9.3028 and 9.3129 will control. The cost to provide telemetry will be borne by customers taking transportation service, recovered as a standalone fee or through the transportation class cost of service. The EGM+ equipment cost for transportation service customers is \$1,500 per meter.

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

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DATE OF ISSUE: ~~December 2, 2022~~ February 1, 2024 March 6, 2024 DATE EFFECTIVE: ~~December 26, 2022~~ March 2, 2024 April 5, 2024

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

**TRANSPORTATION SERVICE**  
**TS**

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

1. Customer and Company:

a. The Customer purchases delivery services from the Company under this tariff. ~~The Customer shall enter into a contract for transportation of natural gas), and, to appoint an RGM, the Customer must also complete a Retail Gas Marketer Addendum ("RGM Addendum") (Sheet Nos. 25 through 25.4x).~~

a.i. ~~For those Customers that are already receiving transportation service under contracts and have an RGM, the RGM Addendum must be completed and submitted to the Company, should such Customers revise ~~revised~~ existing contracts or enter into new contracts for transportation service.~~

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

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

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DATE OF ISSUE: ~~December 2, 2022~~<sup>February 1, 2024</sup>~~March 6, 2024~~ DATE EFFECTIVE: ~~December 26, 2022~~<sup>March 2, 2024</sup>~~April 5, 2024~~

ISSUED BY: Scott Weitzel, VP, Regulatory & Governmental Affairs

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

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

~~First~~Second Revised  
~~Original~~First Revised

SHEET No. 9.3  
SHEET No. 9.3

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

**TRANSPORTATION SERVICE**  
**TS**

B. Relationships of the Customer, the RGM, and the Company (continued):

1.            1.            Customer and Company (continued):

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

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

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

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

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

**TRANSPORTATION SERVICE**  
**TS**

**B. Relationships of the Customer, the RGM, and the Company (continued):**

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

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

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

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

**3. Company and RGM**

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

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

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CANCELLING P.S.C. MO. No. 9 ~~Original~~ First Revised SHEET No. 9.4

Spire Missouri Inc. d/b/a/ Spire For: Spire Missouri

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**TRANSPORTATION SERVICE**  
**TS**

B. Relationships of the Customer, the RGM, and the Company (continued):

3. Company and RGM

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

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

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

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

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**TRANSPORTATION SERVICE**  
**TS**

C. Application for and Commencement of Services by RGMs:

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

- a. Prior to submitting any enrollments to Company or providing any services under this tariff, an RGM must register with the Company as provided for in this section and the Company shall add said RGM to the list of registered RGMs which Company shall maintain on its publicly-accessible website.
- b. The RGM shall comply with all applicable Federal, state, and regional governmental rules, policies, practices, procedures and tariffs for the use, operation, maintenance, safety, integrity, and reliability of the Pipeline transmission system (including the applicable rules and operating guidelines and procedures of the regional or national regulatory body(ies) or organization(s) and their successor and Pipeline contract reservation process).
- c. The RGM shall be deemed to possess sufficient technical capabilities if it maintains a technical staff on duty or on call 24 hours each day to operate and maintain its operations as needed. "Technical staff" for purposes of this section means a staff of trained technical experts in gas supply, nomination changes, advisory or curtailment orders, and interruption plan implementation.
- d. The RGM shall maintain and provide to Company, annually, a telephone number, cell phone number, email address and street address where primary and backup on call personnel can be directly reached at all times. Maintenance of an answering service, or machine, pager, or similar message-taking procedure alone does not satisfy this requirement.
- e. The RGM may meet the above requirements by entering into one or more contracts with others to provide the required services, provided that each agent and contractor on whom the RGM relies to meet these requirements is disclosed to the Company.

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**TRANSPORTATION SERVICE**  
**TS**

C. Application for and Commencement of Services by RGMs:

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

f. \_\_\_\_\_ The RGM must provide information requested by Company for evaluating the RGM's creditworthiness. Nothing herein is required to relieve a RGM of any obligation to provide credit security or assurances as may be required by the Company. Such information shall include, but may not be limited to, a credit rating of at least BBB- by Standard & Poor's or Baa3 by Moody's, or equivalent, provided that if the RGM has credit ratings from both of these rating agencies, the lower of the two scores shall prevail. These ratings requirements need to be maintained by the RGM while serving as an RGM. Where the credit rating or equivalent is below those stated above, a guaranty from a parent company or affiliated third party that meets the credit rating requirements above and guarantees all payment obligations of the RGM and is in a form reasonably acceptable to Company, or a prepayment or standby irrevocable letter of credit (in a form reasonably acceptable to the Company) from a major U.S. commercial bank, or the U.S. branch offices of a foreign bank, which is not the Customer or Customer's guarantor (or subsidiary or affiliate of the Customer or Customer's guarantor) and which has assets of at least \$10 billion and a credit rating of at least A- by Standard & Poor's, or A3 by Moody's must be provided.

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

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

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**TRANSPORTATION SERVICE**  
**TS**

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

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

If the Company reasonably believes that an RGM has become insolvent, or has breached an obligation, representation, or warranty contained in the agreement between the RGM and the Company, applicable tariffs or rules, the Company may begin the process of suspending the RGM's right to operate under this tariff. The Company shall provide the RGM with written notice by certified mail and e-mail of the Company's specific allegations of the RGM's insolvency, or breach of obligation, representation, warranty, tariff or rule. The Company shall declare its intention to obtain authority to suspend the RGM and shall request a meeting with the RGM no less than ten business days after the date of the notice. If the Company and the RGM are unable to resolve the matter, the Company and the RGM shall commence the procedure for Alternative Dispute Resolution provided by 20 CSR 4240-2.125.

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

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

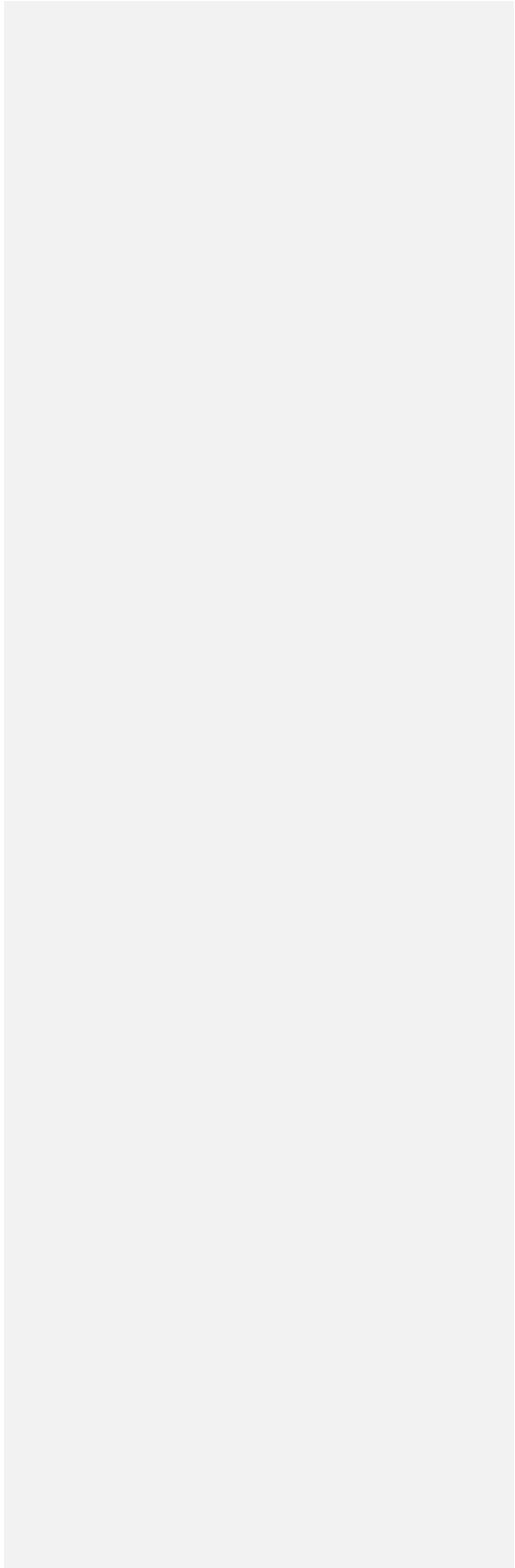
4. Customers Without an RGM

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

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Spire Missouri Inc. d/b/a/ Spire

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**TRANSPORTATION SERVICE**  
**TS**

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

5. List of Registered RGMs

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

6. Switching and Termination

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

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

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

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

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Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

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**TRANSPORTATION SERVICE**  
**IS**

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

7. Pooling and Nominations

a. Establishing an Aggregation Group

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

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

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

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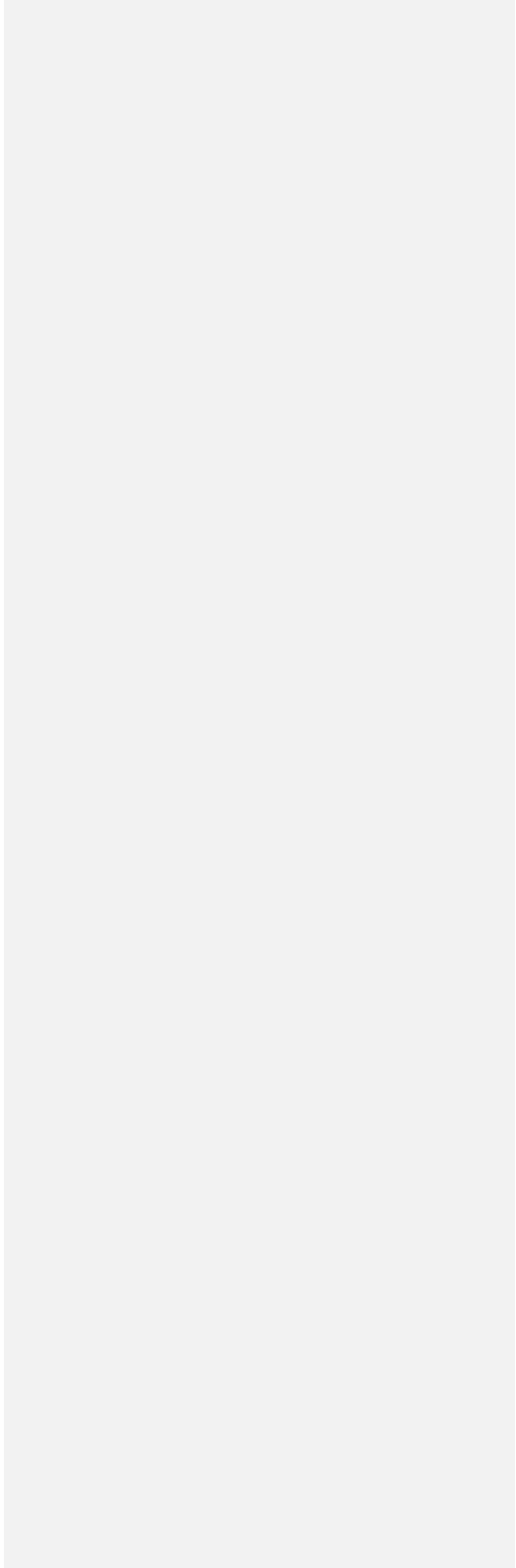
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**TRANSPORTATION SERVICE**  
**IS**

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

7. Pooling and Nominations (Continued)

b. Nomination Process

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

**Day-Ahead:**

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

**Intra-Day:**

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

**Same-Day:**

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

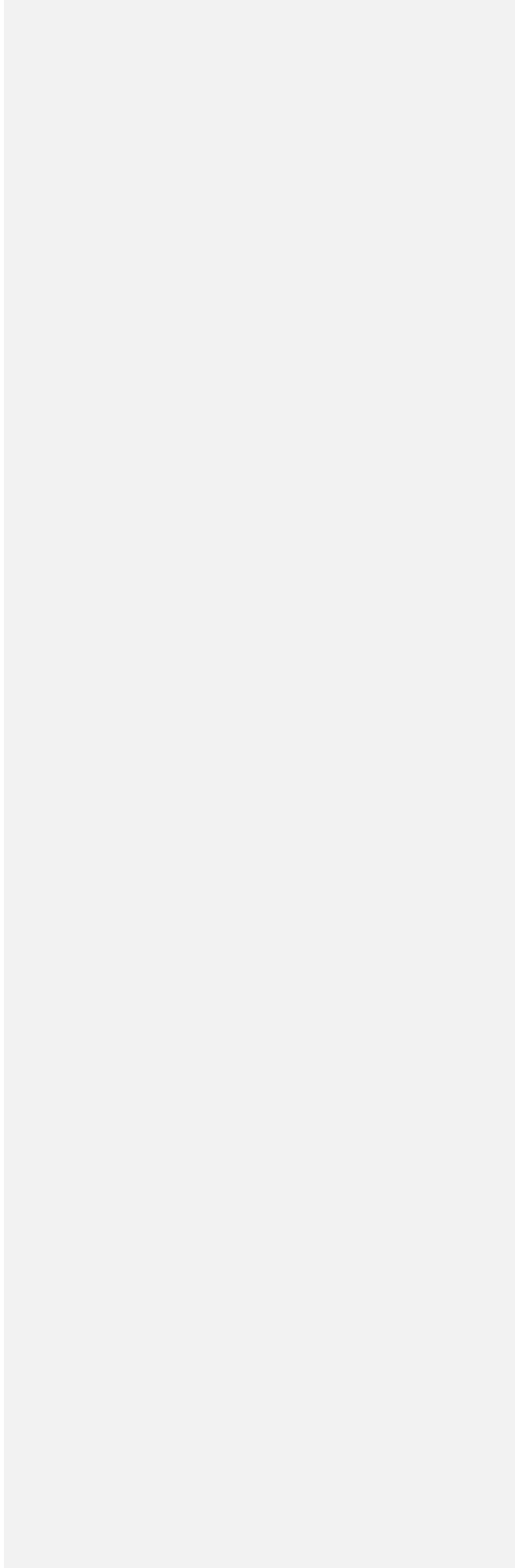
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Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

**TRANSPORTATION SERVICE**  
**IS**

D. Rate

For the Eastern Missouri Service Territory:

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

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

Note: Single customers with multiple accounts located on contiguous property

(\*) The first block transportation shall collectively apply to no more than 36,000 Ccf of throughput in any month for each separately metered location.

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

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

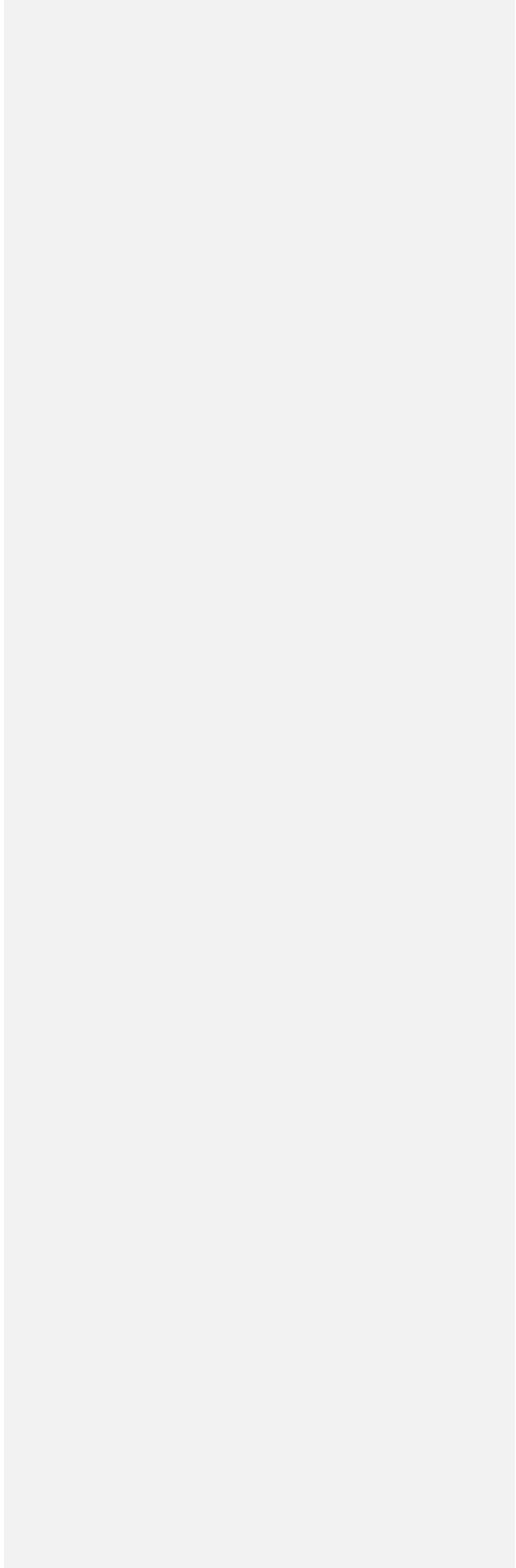
Surcharges and Riders- Service provided hereunder shall be subject to the Infrastructure System Replacement Surcharge (ISRS) as set out on Sheet No. 12 and any license, occupation or other similar charges or taxes as authorized by Sheet No. 14.

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

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



P.S.C. MO. No. 9

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Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

**TRANSPORTATION SERVICE**  
**IS**

D. Rate (Continued):

For the Western Missouri Service Territory:

Net Monthly Bill

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

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

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Fixed Monthly Charge: \$1238.36 per month

Volumetric Delivery Charge:

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

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

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

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

Maximum Delivery Charge: The delivery charge as stated above.

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

SHEET No. 9.13  
SHEET No. 9.13

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

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**TRANSPORTATION SERVICE**  
**TS**

D. Rate (Continued):

For the Western Missouri Service Territory (continued):

**Large General Transport**

Fixed Monthly Charge: \$195.39 per month

Volumetric Deliver Charge:

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

\$0.13268 per Ccf

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

\$0.07646 per Ccf

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

Basic service charge plus \$0.00053 per Ccf.

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

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

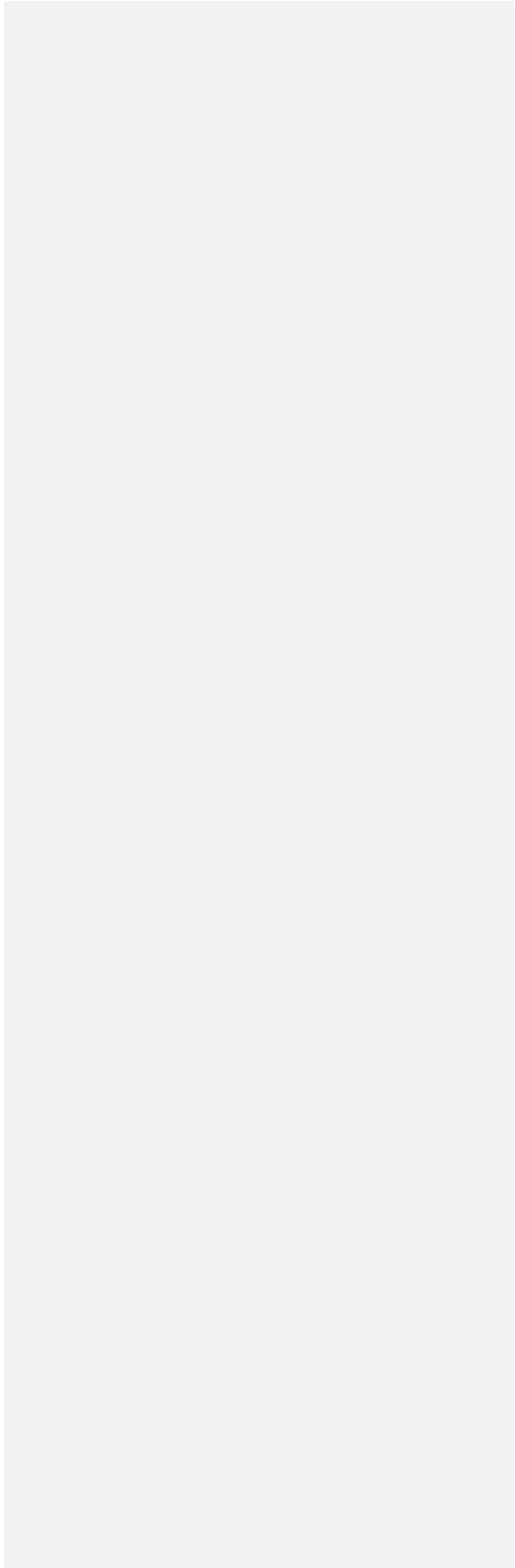
For rates applicable to schools that are part of the Experimental School Transportation Program, please reference the STP Tariff Sheet 15.

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Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

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**TRANSPORTATION SERVICE**  
**TS**

D. Rate (Continued):

For All Service Territories:

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

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

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

Fallback Commodity Rate – In the event the customer is not entitled to have gas delivered to the Company under an existing interstate pipeline transportation contract, or in the event of a zero-monthly nomination, then all deliveries to the customer shall be considered unauthorized use and shall be billed as Unauthorized Use penalties, as defined on Sheets 9.2~~31~~ and 9.2~~42~~.

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**TRANSPORTATION SERVICE**  
**IS**

E. Requirements for Transportation Service:

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

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

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

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~~Original~~ First Revised

SHEET No. 9.16

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P.S.C. MO. No. 9

Original

SHEET No. 9.16

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

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**TRANSPORTATION SERVICE**

**TS**

E. Requirements for Transportation Service (continued):

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

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

- i. It shall not contain more than one (1) grain of hydrogen sulfide per 100 cubic feet, nor more than twenty (20) grains of total Sulphur per 100 cubic feet,
- ii. Its temperature shall not exceed 70° Fahrenheit,
- iii. It shall not contain more than seven (7) pounds of water vapor per 10,000 Ccf,
- iv. It shall not contain more than 2% carbon dioxide by volume, nor more than 1% oxygen by volume, and
- v. Its BTU content shall be no less than that normally provided or currently flowing from interconnected pipelines, nor less than as provided for in an existing contract for Company's gas from that source.

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

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

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

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

SHEET No. 9.17  
SHEET No. 9.17

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

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**TRANSPORTATION SERVICE**  
**TS**

E. Requirements for Transportation Service (Continued):

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

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

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

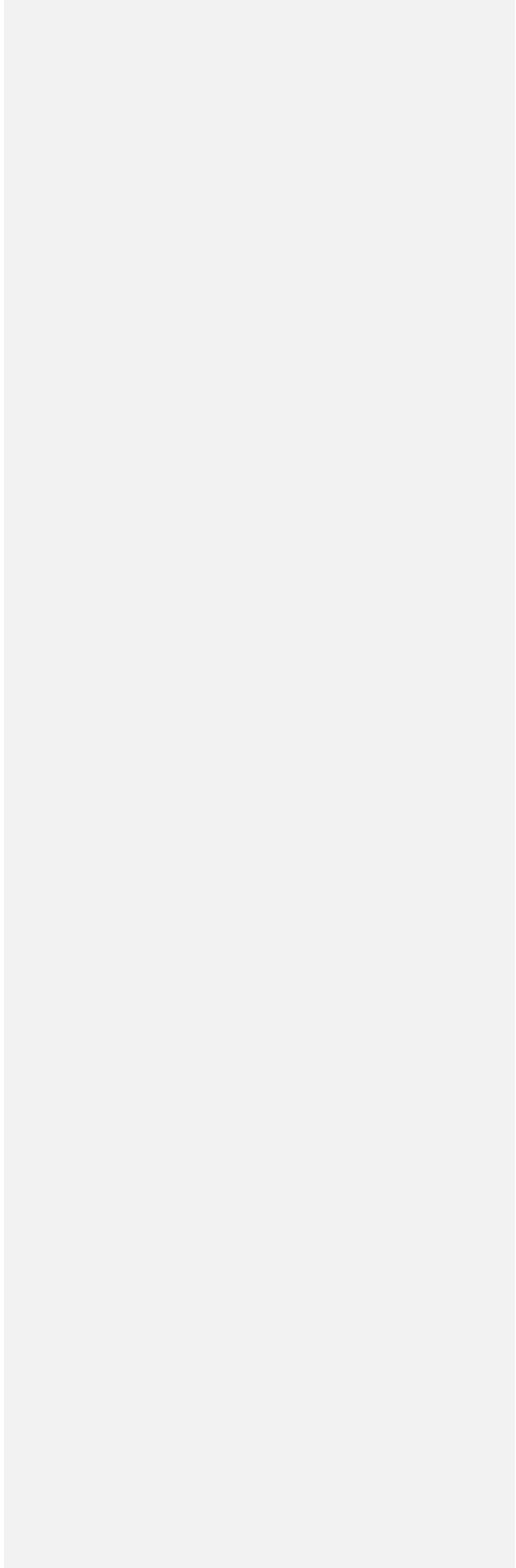
g. Delivery Pressure of Transportation Service Gas: Delivery pressures to Customers shall be mutually agreed upon from time to time and shall take into account system capacity, Customer requirements, and other pertinent factors.

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For: Spire Missouri

**TRANSPORTATION SERVICE**  
**IS**

E. Requirements for Transportation Service (Continued):

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

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

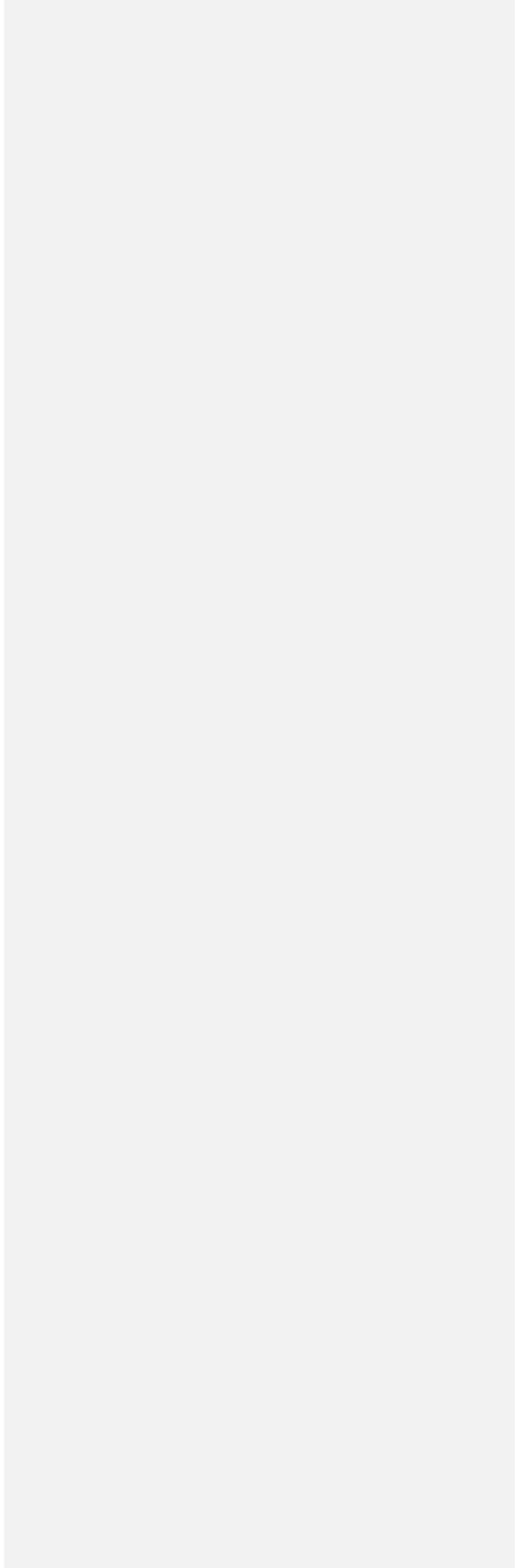
i. If Company's retainage-adjusted receipts (nomination) for the Customer are less than deliveries (usage) to the Customer, the Customer or the Customer's RGM shall pay:

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

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**TRANSPORTATION SERVICE**  
**TS**

E. Requirements for Transportation Service (Continued)

4. Cash Out (continued):

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

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

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

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

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

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SHEET No. 9.20

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

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**TRANSPORTATION SERVICE**  
**IS**

E. Requirements for Transportation Service (continued):

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

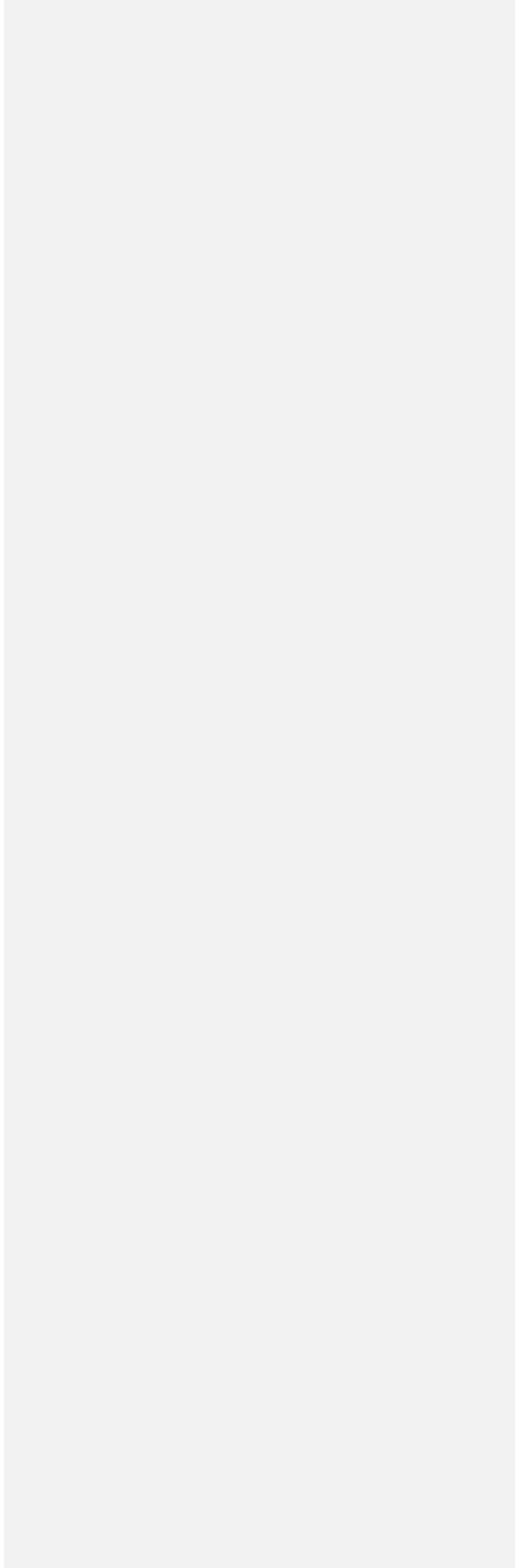
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For: Spire Missouri

**TRANSPORTATION SERVICE**  
**IS**

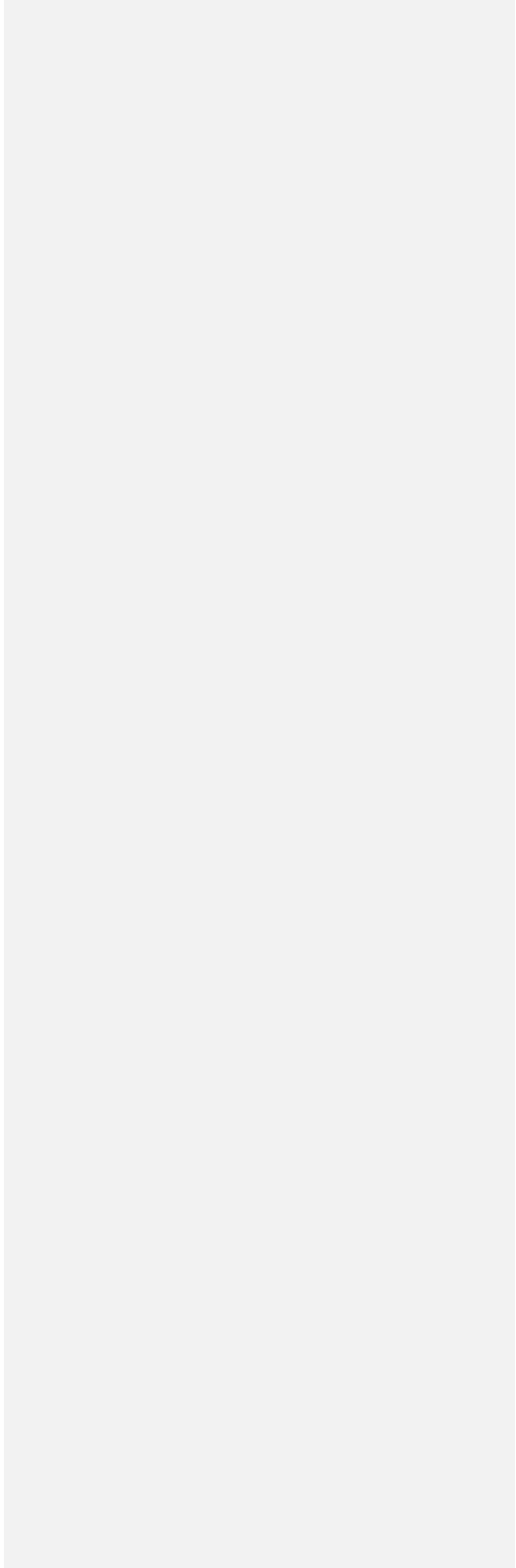
## F. Priority of Service:

1. Operational Flow Orders: The Company may issue Operational Flow Orders (OFOs) to Transportation Customers as is reasonably necessary to protect the integrity of its system, or any portion thereof and/or to ensure compliance with the requirements of upstream pipeline company OFOs. Any OFO, along with associated conditions and penalties, shall be limited as practicable to address only the problem(s) giving rise to the need for the OFO. During OFO periods, the Company may also require RGMs to deliver gas to the Citygate delivery location or locations as specified in Section B-1-d. When conditions are forecast to occur that may result in the need to initiate an OFO, such as extreme weather, the Company may, if reasonable, issue an operational alert to provide notice of a potential OFO period. The Company will provide notice in accordance with Section F-3. Notice of an OFO shall specify the problem giving rise to the need for the OFO, the anticipated duration of the required compliance and the parameters of such compliance. In the OFO notice, the Company may also instruct all Customers or RGMs served through a given interstate pipeline segment, on a distribution system, or any portion thereof, or any individual RGM or Customer to control their usage to avoid either Under-Deliveries or Over-Deliveries. The Company will specify in the OFO notice whether customers or RGMs are required to avoid Under-Deliveries, Over-Deliveries, or both. The Company may issue an OFO and/or POC to preemptively avoid threats to the integrity of its distribution system and need not wait until adverse conditions on its distribution system are occurring. Threats to the integrity of the Company's distribution system may include but are not limited to, exceeding the maximum allowable operating pressure of the distribution system segment, loss of sufficient line pressure to meet distribution system delivery obligations, or other conditions which may cause the Company to be unable to deliver natural gas consistent with its tariffs. Conditions relevant to compliance with the requirements of upstream pipelines may include, but are not limited to, 1) situations where relevant Company resources are being used at or near their maximum tariff or contractual limits; and, 2) situations where actions are necessary to comply with a relevant OFO or the functional equivalent of a relevant upstream pipeline OFO, Critical Notice or force majeure. Company's actions with respect to its OFOs shall be reasonable, non-discriminatory, and consistent with the Company's tariffs and Commission rules. If conditions requiring an OFO will extend beyond the duration stated in the notice of the OFO, the Company shall issue successive OFOs as reasonably necessary. -If Customer or RGM action or inaction gives rise to the need for ~~the OFO~~a customer or RGM specific OFO, the Company will use reasonable efforts to identify and contact the specific Customer(s) causing the conditions that give rise to the need for the customer or RGM specific OFO and attempt to remedy those problems through requests for voluntary action; provided, however, exigent circumstances may exist which require issuance of an OFO without attempting to identify and contact the Customer(s). Upon termination of an OFO, the Company will post on its website that the particular OFO has been lifted.

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



Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

**TRANSPORTATION SERVICE**  
**IS**

F. Priority of Service (continued):

1 Operational Flow Orders (continued):

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

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

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

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

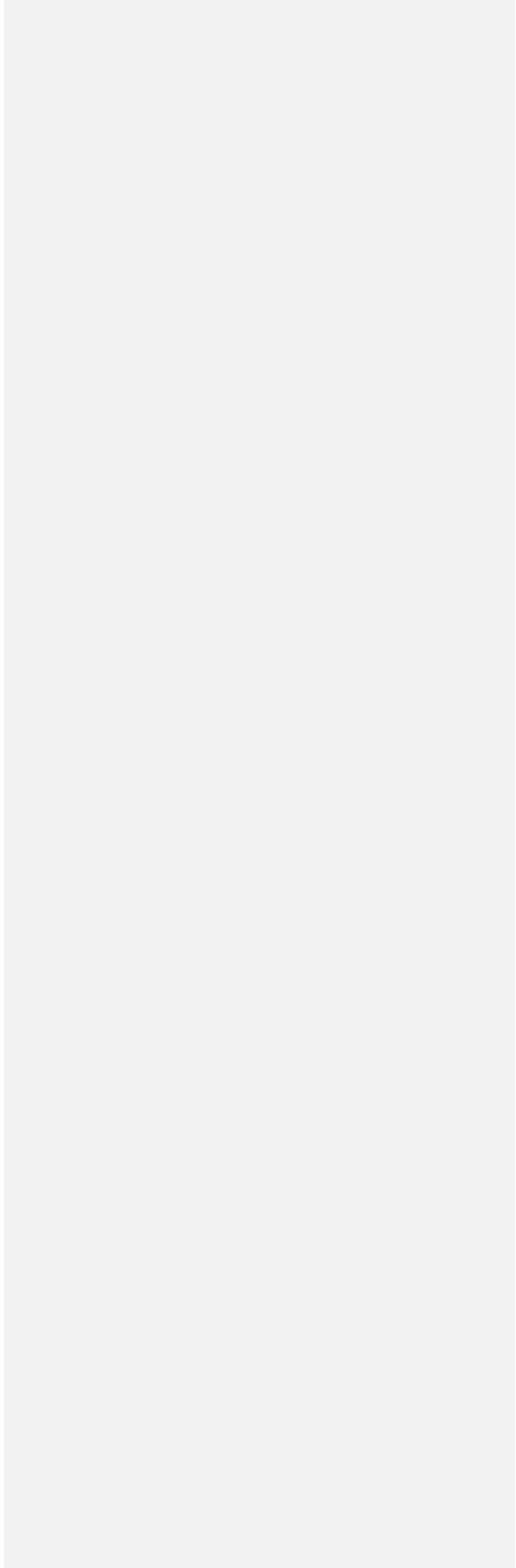
e. The Company will not apply an OFO penalty to a Transportation Customer whose conduct during an OFO is compliant with the OFO or Company directives.

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

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~~Original~~

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SHEET No. 9.23

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

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**TRANSPORTATION SERVICE**  
**IS**

F. Priority of Service (continued):

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

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

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

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

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

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

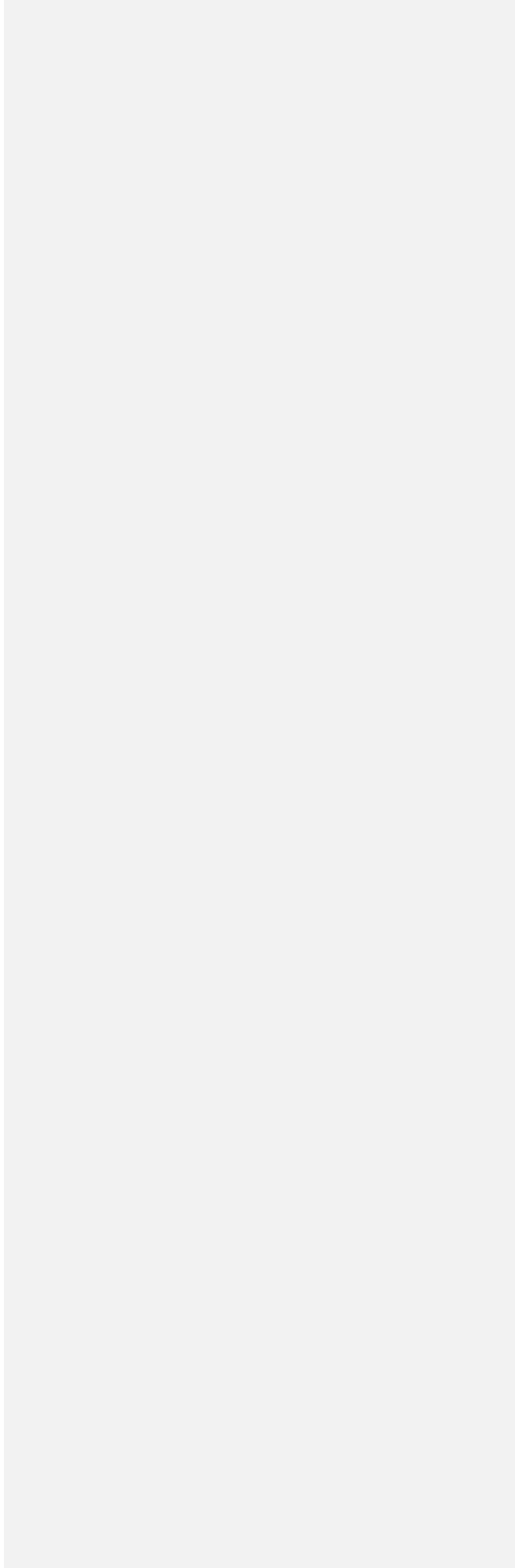
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Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

**TRANSPORTATION SERVICE**  
**TS**

F. Priority of Service (Continued):

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

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

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

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

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SHEET No. 9.25

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

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**TRANSPORTATION SERVICE**  
**IS**

F. Priority of Service (continued):

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

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

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

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

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

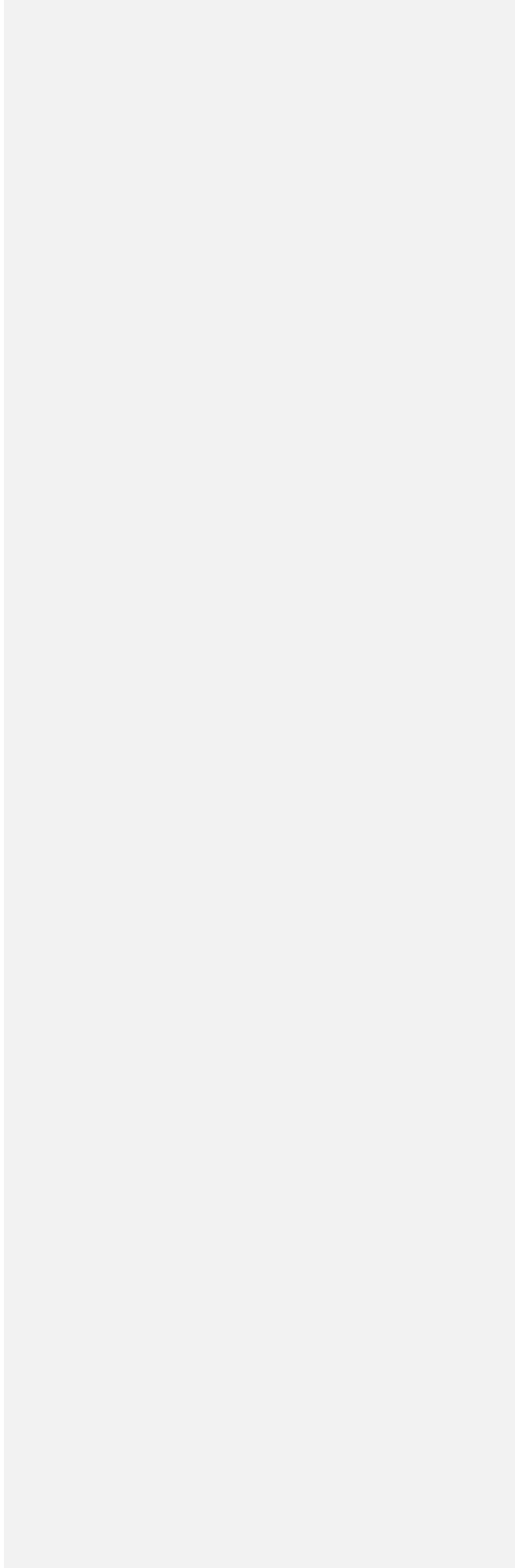
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Spire Missouri Inc., St. Louis, MO. 63101



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For: Spire Missouri

**TRANSPORTATION SERVICE**  
**IS**

F. Priority of Service (continued):

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

a. Tolerance Levels: Penalties shall be assessed:

i. During an OFO or POC, when ~~Unauthorized Over-Deliveries to meters exceed 5% of authorized daily delivery levels.~~ the RGM's aggregated pool usage is more than 105% of the RGM's retainage adjusted aggregated confirmed pool nominations.

ii. During an OFO, when ~~Unauthorized Under-Deliveries to meters exceed 5% of authorized daily delivery levels.~~ the RGM's aggregated pool usage is less than 95% of authorized daily delivery level. the RGM's retainage adjusted aggregated confirmed pool nominations.

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

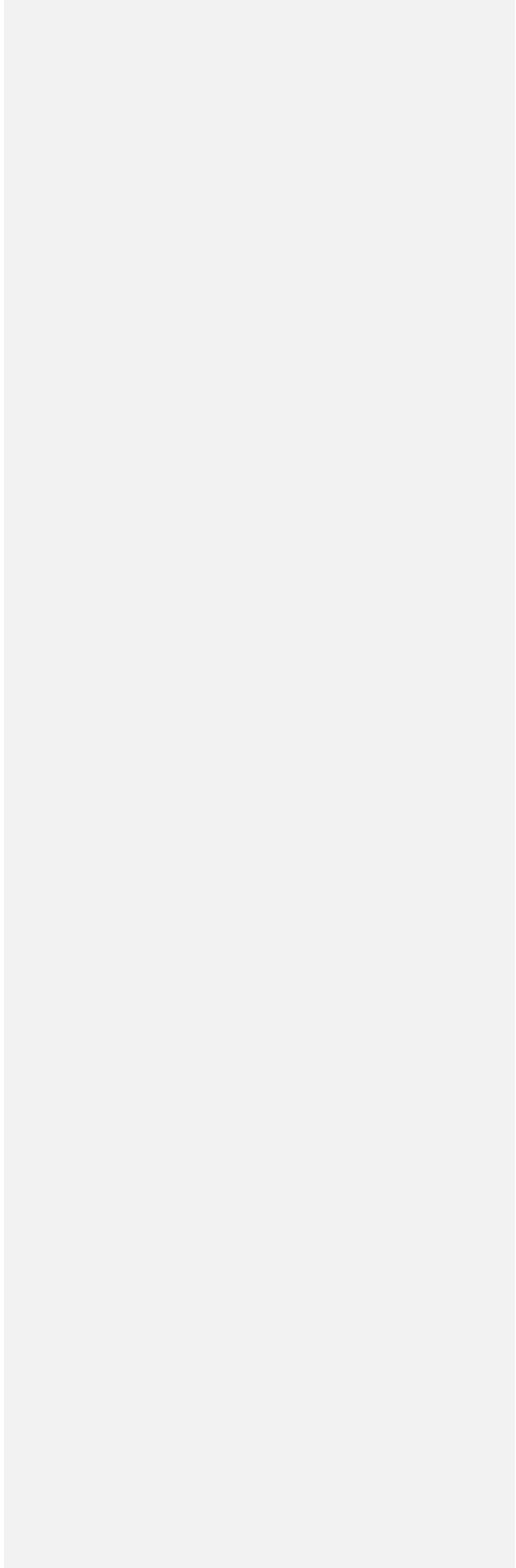
Western Missouri Service Territory:  
Southern Star Central Gas Pipeline, Inc. (Texas, Kansas, Oklahoma) (If Platt's does not publish an index price for Southern Star, then the alternate index price approved by FERC for use by Southern Star Central will be substituted.)  
And  
Panhandle Eastern Pipe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

Eastern Missouri Service Territory:  
REX, Zone 3 delivered  
And  
Texas Gas, zone 1 +.05  
And  
Enable Gas, East

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For: Spire Missouri

**TRANSPORTATION SERVICE**  
**IS**

F. Priority of Service (continued):

5 Penalties for Unauthorized Usage (continued):

c. Penalties during POCs shall be:

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

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

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

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

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

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**TRANSPORTATION SERVICE**  
**TS**

F. Priority of Service (continued):

5. Penalties for Unauthorized Usage (continued):

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

6. Tariff Revisions to Address Market Changes:

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

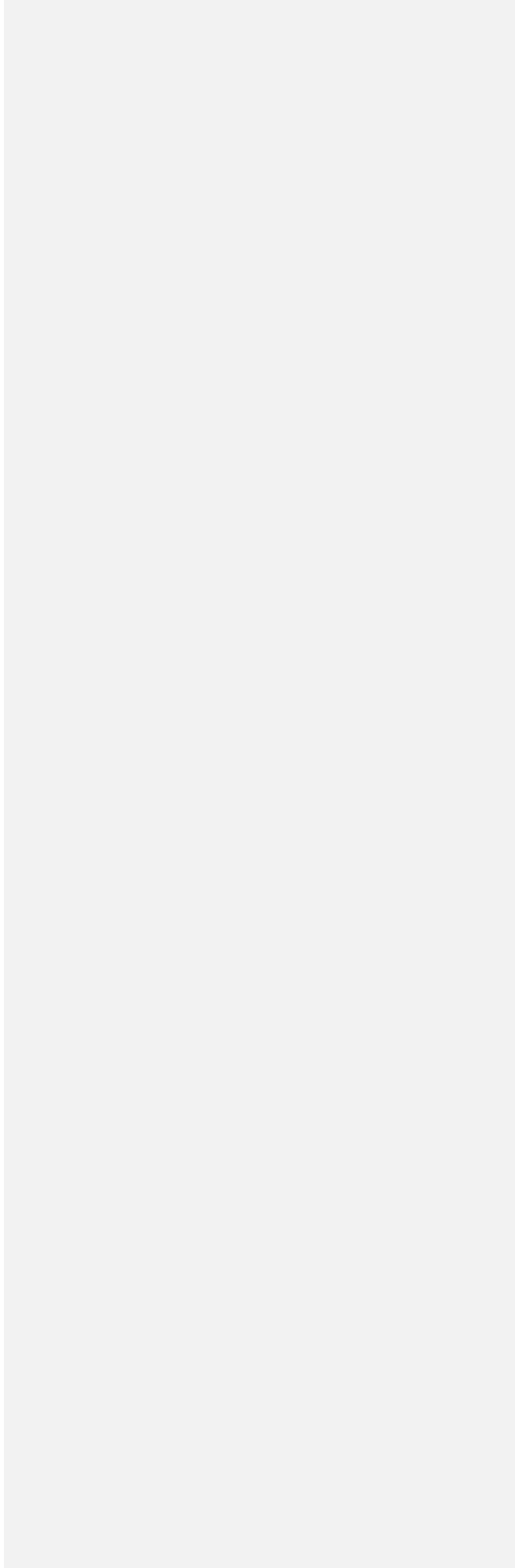
G. General Terms & Conditions

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

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

DATE OF ISSUE: ~~December 2, 2022~~ February 1, 2024 March 6, 2024 DATE EFFECTIVE: ~~December 26, 2022~~ March 2, 2024 April 5, 2024

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





Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

**TRANSPORTATION SERVICE**  
**IS**

H. Definitions

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

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

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

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

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

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

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

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

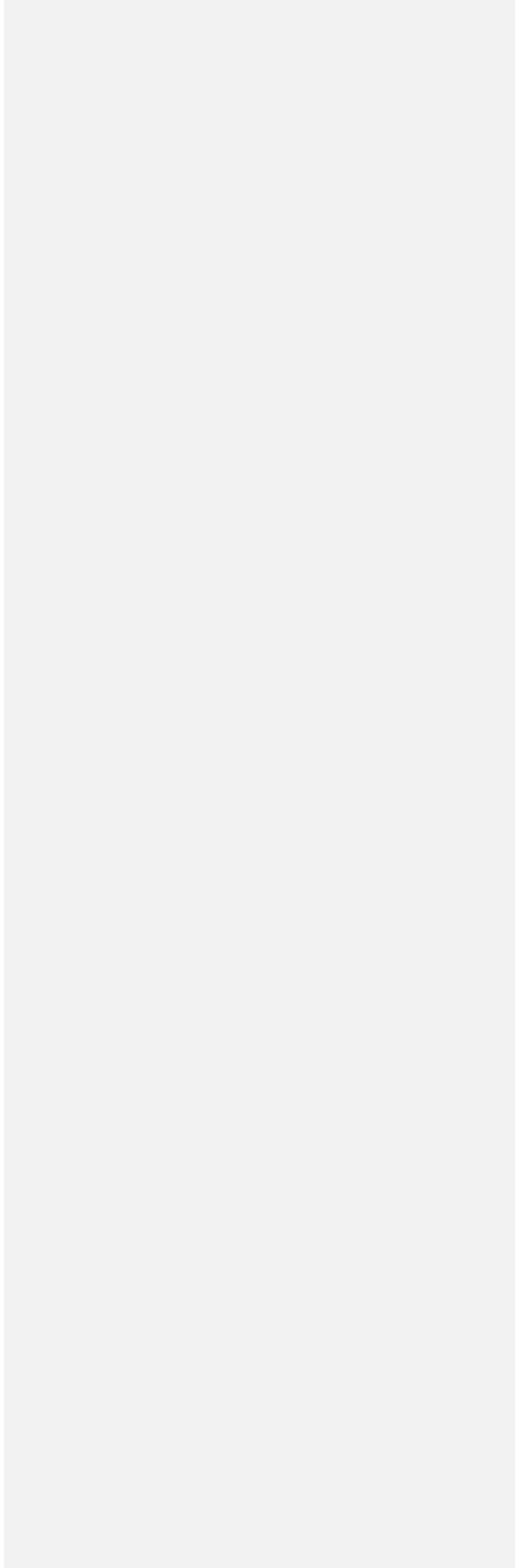
1.8 The term "Delivery Point(s)" shall mean the point or points specified in the Contract where the Company agrees to deliver gas transported or sold to a specified Customer.

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

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**TRANSPORTATION SERVICE**  
**TS**

H. Definitions (Continue)

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

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

I. Electronic Gas Measurement Equipment (EGM)

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

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

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

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**TRANSPORTATION SERVICE**  
**TS**

I. Electronic Gas Measurement Equipment (EGM)

Definitions:

Meter Site:

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

Instrument Point:

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

Other Provisions:

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

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

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

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