

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri West

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# Spire Missouri Inc.

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

### **SPIRE WEST SERVICE AREAS**

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

\*Spire Missouri West is also referred to as "Spire West" or "Company" throughout this Schedule of Rates and Charges.

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

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

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**LARGE GENERAL GAS SERVICE (Spire West)**  
**LGS**

NET MONTHLY BILL

Rate

Customer Charge – per month	\$161.39
Charge for Gas Used – per Ccf	\$0.13468

Standby facilities charge – When a customer requests, in writing, retention of a meter larger than what is typical for the class of service that the customer has subscribed, the Company may charge the customer the Staff’s proposed Delivery Charge commensurate with the size of meter being retained. In situations where a customer has two meters on the customer’s premise, Spire West may charge the customer for the higher of the two Staff proposed Delivery Charges commensurate with the size of the larger of the two meters being retained, but shall not bill the customer the Staff proposed Delivery Charges for both meters. If the customer does not agree (in writing) to pay the Staff proposed Delivery Charge commensurate with the larger sized meter being retained, Spire West is free to remove the un-utilized meter.

In the event that a billing cycle has usage in more than one calendar month, the volumetric delivery charge will be prorated.

Minimum

The higher of the above rate for zero consumption plus applicable adjustments and surcharges, but subject to the Company’s Rendering and Payment of Bills rule contained in Section 6 of the Company’s General Terms and Conditions.

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**LARGE VOLUME SERVICE**  
**LV**

**AVAILABLE**

At points on the Company's existing distribution facilities located in the communities specified in the Index.

**APPLICABLE**

To natural gas service supplied to commercial and industrial customers whose natural gas requirements at a single address or location the Company expects will exceed 15,000 Ccf in any one month of a 12-month billing period.

Customers receiving service under this schedule whose maximum monthly requirement at a single address or location has exceeded 15,000 Ccf during the most recent 12 month period ended February, or the Company expects will exceed 15,000 Ccf in the following year will retain their eligibility for this rate for the following year beginning November 1. Any customer failing to meet this requirement shall become ineligible for this rate at the end of the current year and will be served under the applicable rate schedule for such reduced requirement until such time as the customer may re-qualify for service hereunder in accordance with the above paragraph.

For purposes of this schedule, a single address or location is defined as the customer's contiguous premises, including streets, alleys and other rights of way, within an area completely surrounded by property owned by others.

When more than one meter is set at a single address or location for the customer's convenience, an LVS customer charge shall be assessed for each of the first two meters. For each such remaining installed meter, the Fixed Monthly Charge will be \$293.38. Gas delivered through all meters set at a single address or location will be aggregated for the purpose of calculating the monthly sales charges.

Each customer meeting the eligibility requirements of this schedule shall give the Company 12 months written notice before switching from a general sales service rate schedule to a transportation service schedule, unless the customer has paid the Company a charge designed to reimburse the Company for any costs which have been incurred to provide sales service to the customer and which cannot be avoided or recouped through other reasonably available means. Such costs may include interstate pipeline charges for storage and transportation and higher gas costs because of a decrease in purchase volumes. Customers must give the Company 12 months written notice to switch from the transportation service to a general sales service rate schedule, unless sales gas is otherwise available, and the customer has paid the Company the incremental cost of providing such service in the period prior to when such notice would have otherwise become effective. Such costs may include incremental pipeline transportation and storage capacity and higher gas supply costs.

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**LARGE VOLUME SERVICE**  
**LV**

Customers receiving service hereunder may elect to increase usage requirements with at least 180 days prior written notice to the Company. Increases in the usage level may be made only with approval of the Company which shall not be withheld if the Company is able to secure a sufficient gas supply and/or transportation capacity of gas to meet such increased requirements.

If the Company is unable to secure a sufficient gas supply and/or transportation capacity for this purpose, the added gas supply and/or transportation capacity, if any, will be allocated among the customers requesting an increase based on the proportion each customer's requested increase bears to the total increase requested by all customers.

The Company shall be bound only to provide natural gas to satisfy the customer's current usage level to the extent a supply of natural gas is available in quantities sufficient to provide such gas without jeopardizing service to higher priority customers according to the Company's priority of service schedule contained in its General Terms and Conditions and the Company shall not be liable for loss or damage to the customer in the event of curtailment of gas supply. In such event, the Company may require the customer to curtail its usage below its required level. The customer shall be responsible for establishing and maintaining alternate fuel burning facilities adequate, in the customer's sole judgment, to prevent loss or damage to the customer in the event of curtailment of gas supply.

Compression of natural gas for use as a fuel in vehicular combustion engines – CNG

Applicable to gas service provided under contract to retail distributors for the sole purpose of compressing natural gas for use as a fuel in vehicular internal combustion engines.

Service under these schedules shall be through one or more meters at the option of the Company, provided they are located at the same premise. Service for any end use of gas other than the compression of natural gas for vehicle use, such as space heating, water heating, processing or boiler fuel use, is not permitted under these schedules as provided.

When more than one meter or metering facility is set at a single location for customer's convenience, a separate customer charge will be applicable for each meter or metering facility installed.

The service provided under this rate schedule does not include the provision of compression services or facilities.

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**LARGE VOLUME SERVICE**  
**LV**

NET MONTHLY BILL

The bill for each billing period shall be the sum of the Customer Charge and the Volumetric Delivery Charge. Service hereunder is subject to the Purchased Gas Cost Adjustment (PGA) schedule, the Infrastructure System Replacement Surcharge (ISRS), the Tax Adjustment (TA) schedule and other provisions as hereinafter described.

Rate

Fixed Monthly Charge: \$1357.95 per month

Volumetric Delivery Charge:

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

\$0.06994 per Ccf for the first 36,000 Ccfs delivered, plus  
\$0.05456 per Ccf for all additional gas delivered.

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

\$0.04366 per Ccf for the first 36,000 Ccfs delivered, plus  
\$0.02893 per Ccf for all additional gas delivered.

Maximum Delivery Charge: The delivery charge as stated above.

Minimum Delivery Charge: The higher of the above rate for zero consumption plus applicable adjustments and surcharges, 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.

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**LARGE VOLUME SERVICE**  
**LV**

NET MONTHLY BILL

Rate (continued)

The Purchased Gas Adjustment (PGA) rate applicable to the consumption by customers shall be billed at the PGA rate in effect during the billing cycle. For billing cycles which have multiple PGA rates, the respective rates will be applied for the periods in which the consumption occurred.

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

STATE OF MISSOURI SALES TAX APPLICABILITY

Sales to customers who purchase natural gas service for domestic use under this tariff shall be classified by the company as “residential” sales exempt from state sales tax.

Domestic use shall be defined as all natural gas service which is ultimately consumed at a single or multiple family dwelling for space heating, water heating, cooking, air conditioning and other household uses, and shall include, but not be limited to, natural gas service through a single or master meter for residential apartments or condominiums, including service for common areas and facilities and vacant units.

This tariff is intended to satisfy the provisions of section 144.030.2(24), RSMO, by establishing a classification system permitting the sales and purchases of natural gas for domestic use under this tariff to be classified as “residential” and exempt from state sales tax.

Taxes other than state sales taxes may still be applicable.

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**INTRASTATE TRANSPORTATION SERVICE**  
**ITS**

AVAILABLE:

At points on the Company's existing gas distribution system. However, service under this schedule ITS shall be limited only to those customers who have executed a transportation contract prior to October 15, 1993.

APPLICABLE:

To natural gas transportation service supplied at one point of delivery for resale outside of the Company's certificated area to municipal gas systems.

Upon election by the customer and acceptance by the Company, customer will furnish Company all supply contracts verifying the adequacy of all customer peak day and annual Ccf volume requirements. The customer also agrees to utilize firm transportation service for delivery of gas quantities to the Company.

NET MONTHLY BILL:

Rate:

Fixed Monthly Charge:

\$1145.90 per month

Volumetric Delivery Charge:

The charges to be billed for this service shall be agreed to in advance by the Company and the customer and shall be set forth in a separate contract approved by this Commission.

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

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**GENERAL L.P. GAS SERVICE**  
**LP**

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

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

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**TRANSPORTATION SERVICE**  
**TS**

**TRANSPORTATION SERVICE**

Transportation service under this schedule will be available to schools receiving transportation service under the Experimental School Transportation Program (STP) tariff schedule and those commercial and industrial customers whose annual usage exceeds 30,000 Ccf\* in the preceding calendar year. Service to such customers shall be subject to a contract between the customer and the Company, in the form of Sheet Nos., 23 through 24, as applicable, unless otherwise authorized by state law.

Qualifying transportation customers will be added on a first-come, first-served basis up to a maximum of one hundred (100) customers per year, but not less than fifty (50) customers (if more than fifty (50) customers apply and qualify for such service). However, in any year, if Spire West determines that it is feasible to convert more customers than specified above, Spire West will do so on a first-come, first-served basis.

Telemetry will be required (as described in rate schedule EGM, Sheet Number 17) for all non-school customers taking transportation service under this schedule.

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

When more than one meter or metering facility is set at a single location for the customer's convenience, a separate customer charge will be applicable for each meter or metering facility installed.

As a condition of customer being able to transfer from sales service to transportation service, customer will give twelve (12) months written notice. If less than twelve (12) months notice is given, a customer may switch if the pool operator agrees to accept a pro-rata release of Company's prorata share of the applicable interstate pipeline's firm capacity excluding storage capacity. This pro-rata share shall be based on the customer's peak month demand volume in order to pay the pipeline for that released capacity.

\* Annual usage for purposes of the "Availability" section in Sheet No. 9 shall be based on the twelve months ended for the most recent fiscal year, except for new customers not connected to the Company's system during such period, in which case, the Company shall use estimated usage, if the customer has not been connected to the Company's system for a full twelve months, or usage for the first twelve month period in which the customer was connected to the Company's system. Such rate schedule shall be used for billing such customer until annual usage is re-determined by the Company, which redetermination shall be made no later each December 31<sup>st</sup> thereafter. If such re-determined usage shows that the customer should receive service under a different rate schedule, the customer shall receive service under that new rate schedule until usage is again re-determined.

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**TRANSPORTATION SERVICE**  
**TS**

- a. The capacity will be released as a non-biddable release to a marketer participating in a state-regulated retail access program pursuant to the requirements of the Federal Regulatory Energy Commission as set forth in 18 C.F.R. § 284.8(h)(4), as it may be amended, restated or revised from time to time.
- b. The capacity will be released on a temporary, recallable basis.
- c. The release shall be at the average of Spire West's interstate pipeline transportation capacity costs.
- d. After the capacity is released, Customers and Agent will deal directly with the applicable Interstate Pipeline during the period of release on all matters concerning this capacity. In the event a Customer changes Agent before the expiration of a pipeline capacity agreement, the Customer's Interstate Pipeline capacity will revert to the Company for reassignment to the new Agent.
- e. Capacity released to Agent shall be immediately recallable under any of the following conditions:
  - i. a bankruptcy filing by the Customer or Agent;
  - ii. failure to pay the Pipeline for the released capacity;
  - iii. failure to deliver the quantity of gas required to serve the firm Customer load under OFO conditions;
  - iv. the customer reverts to sales service or changes to a new supplier;
  - v. the customer ceases operations or otherwise terminates service; or
  - vi. Spire West determines that released capacity is necessary to maintain the operational integrity of Spire West's distribution system.
- f. After the twelve (12) month notice period has ended, the customer's agent, will be responsible for acquiring transportation capacity for the customer and Spire West will have no obligation to release pipeline capacity to those customers or pool operators.
- g. Any revenues or credits Spire West receives from capacity release as a result of transfer of sales customers to transportation service will not be included in the capacity release sharing grid and one-hundred percent of the revenue or credits from such capacity release shall be flowed to sales customers through Spire West's ACA account.
- h. Customers must give the Company twelve (12) months' written notice to switch from transportation service to a general sales service rate schedule, unless sales gas is otherwise available and the customer has paid the Company the incremental cost of providing such service in the period prior to when such notice would have otherwise become effective. Such costs may include incremental pipeline transportation and storage capacity and higher gas supply costs.

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**TRANSPORTATION SERVICE**  
**TS**

NET MONTHLY BILL

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

Rate

Customer Charge – per month \$180.80

Volumetric Delivery Charge:

Winter:

\$0.13268 per Ccf for all gas delivered during the billing months of November through March.

Summer:

\$0.07646 per Ccf for all gas delivered during the billing months of April through October.

Standby facilities charge – When a customer requests, in writing, retention of a meter larger than what is typical for the class of service that the customer has subscribed, the Company may charge the customer a Delivery Charge commensurate with the size of meter being retained. In situations where a customer has two meters on the customer's premise, Spire West may charge the customer for the higher of the two Delivery Charges commensurate with the size of the larger of the two meters being retained, but shall not bill the customer the Delivery Charges for both meters. If the customer does not agree (in writing) to pay the Delivery Charge commensurate with the larger sized meter being retained, Spire West is free to remove the un-utilized meter.

In the event that a billing cycle has usage in more than one calendar month, the volumetric delivery charge will be prorated.

Minimum

The higher of the above rate for zero consumption plus applicable adjustments and surcharges, but subject to the Company's Rendering and Payment of Bills rule contained in Section 6 of the Company's General Terms and Conditions.

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

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**LARGE VOLUME TRANSPORTATION SERVICE**  
**LVTS**

A. Availability:

1. Gas transportation service pursuant to this tariff is available to any customer contracting for separately metered gas service for a minimum term of one year with a Billing Demand equal to, or greater than, 1,500 Ccf and an annual usage equal to, or greater than, 300,000 Ccf, except as provided in paragraph A.2 below, and for whom gas can be transported to the Company pursuant to the State of Missouri or federally authorized transportation arrangements. Any Customer receiving transportation service under this tariff shall purchase its own gas for delivery to the Company at a Receipt Point acceptable to the Company. In addition, such Customer shall obtain and maintain a dedicated phone line or provide access for other suitable communication equipment to be made available by Company or Customer upon mutual agreement for connection to the telemetering equipment supplied by the Company.

2. For purposes of applying the charge for gas used in excess of the Customer's Daily Scheduled Quantities ("DSQ") as described in Section B.1. below, 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 1 above and each other facility is covered by a separate transportation contract with a Billing Demand equal to, or greater than, 1,000 Ccf and an annual usage equal to, or greater than, 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.

3. Transportation service under this tariff will be made available to eligible customers upon request 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.

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**LARGE VOLUME TRANSPORTATION SERVICE**  
**LVTS**

## A. Availability: (continued)

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

## B. CHARACTER OF SERVICE

1. The Company will transport and deliver Customer-owned gas up to the DSQ. A Customer's natural gas use in excess of the DSQ, may be delivered to the Customer at the Company's sole discretion on an "as available" basis. Effective at the beginning of any day as such term is defined in Paragraph 1.1 of Section D hereof, a Customer may be ordered to limit its use of natural gas to the DSQ. To the extent reasonably practical and permitted by the circumstances prevailing and known to the Company at the time, the Company shall provide at least 24 hours notification prior to the beginning of the gas day in which the foregoing limitation will become effective but in no event shall such notice be less than four hours prior to the beginning of the gas day. When such limitation order is in effect, the Customer will be billed an unauthorized use charge for all natural gas used in excess of the DSQ, but the existence of such charge does not entitle the customer to the delivery or use of such gas in excess of the DSQ, and the Company may lock the customer's meter(s) or take other appropriate steps to discontinue such unauthorized use.

2. In no event shall the Customer's DSQ exceed the Customer's contracted for billing demand except as permitted under the Authorized Overrun provisions set forth under Section B(5) hereof.

3. In the event service curtailments are required because of distribution capacity constraints on the Company's system, the Company shall not discriminate between transportation and sales customers for purposes of determining the order and priority of such curtailments. The customer shall be responsible for establishing and maintaining alternate fuel burning facilities adequate, in the customer's sole judgment, to prevent loss or damage to the customer in the event of curtailment of gas supply.

4. In the event the supply of natural gas available to the Company in any area is less than the amount required to meet the need of all customers in the area, the Company shall have the right to: (1) purchase the natural gas supplies owned by, or purchased on behalf of, any of its transportation customers to the extent (a) the Company implements curtailment of natural gas service to customers pursuant to Step 4 of the Emergency Curtailment Plan contained in Sheets R17 and R17.1 of the Company's Tariffs and (b) such gas is available for delivery to the Company under the terms of an existing transportation service arrangement; or (2) temporarily suspend gas transportation hereunder.

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**LARGE VOLUME TRANSPORTATION SERVICE**  
**LVTS**

B. CHARACTER OF SERVICE (continued)

The Company's right to purchase gas owned by a customer shall be exercised by the Company only after the Company has exhausted reasonable efforts to obtain the necessary gas supplies from other sources. Such right shall terminate once the gas supplies available to the Company from other sources are sufficient to serve the needs of the higher priority customers on whose behalf the purchase of customer-owned gas by the Company was made. The price to be paid by the Company for gas purchased under this provision shall be equal to the Customer's then current thermally equivalent cost of alternate fuel, or the then current thermally equivalent cost of #2 fuel oil as posted in The Oil Daily newspaper for the St. Louis area, whichever cost is the lowest.

5. Authorized Overrun Provision – When requested by the Customer, and authorized by the Company in its sole discretion, the Customer's DSQ on any day may be increased to a level not to exceed 110% of the currently effective billing demand, without causing an increase in such billing demand.

6. Period of Excess Receipts – Effective at the beginning of any day, as such term is defined in Paragraph 1.1 of Section D hereof, and with the same notice requirements as in B.1. above, any Customer may be ordered to limit its DSQ to 115% of the deliveries made to such Customer. However, any such limitation shall not exceed a total of eight days in any thirty-day rolling period. When such limitation order is in effect, the Company will purchase from such Customer any excess receipts at 75% of the lesser of the first of the month index or the daily index published in the Gas Daily for NGPL Texok deliveries. Such purchases by the Company shall be used to satisfy the Company's system supply requirements. When possible, prior to the notification described above, the Company shall provide advance notice to Customers on a best-efforts basis of an imminent Period of Excess Receipts that may be under consideration by the Company.

7. Retainage: The gas retained by the Company shall be one 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 one percent retainage otherwise provided in this subsection.

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**LARGE VOLUME TRANSPORTATION SERVICE**  
**LVTS**

C. RATES

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

Customer Charge - per month	\$2131.41
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
Authorized Overrun Charge – per Ccf transported.	\$0.04795

(#) 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 and Authorized Overrun 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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**LARGE VOLUME TRANSPORTATION SERVICE**  
**LVTS**

C. RATES (continued)

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

Unauthorized Use - On any day, the Company may order a Customer contracting for Transportation Service to limit its use to the DSQ. When such limitation order is in effect, the Customer will be charged an unauthorized use charge of the higher of \$2.00 per Ccf or the equivalent of the daily NYMEX price for all gas used in excess of the DSQ. This unauthorized use charge is in addition to the other applicable charges set forth herein, and is subject to the service discontinuance rights of the Company set forth under Section B(1) hereof.

D. TERMS AND CONDITIONS

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

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

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

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

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

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

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

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri East

**LARGE VOLUME TRANSPORTATION SERVICE**  
**LVTS**

D. TERMS AND CONDITIONS (continued)

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

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

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

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

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

1.11 The term "notification" as it is used in Sections B.1 and B.6 of the Company's Large Volume Transportation Service rate schedule shall mean contacting the Customer by telephone and either e-mail or facsimile, when such contact information is provided by the Customer; however, in cases where either e-mail or facsimile access is available and the Company's attempt to make personal telephone contact is unsuccessful, such e-mail or facsimile contact shall constitute notification. The Company shall solicit such contact information at least annually and it is the responsibility of Customer to notify the Company of contact changes in the interim.

2. RULES AND REGULATIONS - Transportation service shall be furnished under this tariff and unless stated otherwise in this tariff, such service shall be subject to the Company's Tariff Rules and Regulations.

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**LARGE VOLUME TRANSPORTATION SERVICE**  
**LVTS**

D. TERMS AND CONDITIONS (continued)

3. BILLING

3.1 The Company will render bills monthly for the transportation service furnished during the previous monthly period, and such billing shall become due 15 days after the date of the invoice. Should the Customer fail to pay the amount of any such billing by the due date, an additional charge of 2% of such bill shall be owed. If such failure shall continue for fifteen (15) days after such payment is due, then the Company, in addition to any other remedy it may have, may suspend further receipt and/or delivery of gas to such Customer until all overdue billing amounts are paid.

3.2 The Customer agrees to reimburse the Company for all taxes and other fees levied in connection with the transportation service which the Company is obligated to pay to any governmental, municipal or taxing authority.

4. CONDITIONS OF RECEIPT AND DELIVERY

4.1 The Customer will provide for the delivery of quantities of gas to be transported to a Receipt Point on the Company's system selected by the Company and the Company shall deliver to the Customer at the appropriate Delivery Point like quantities of gas. Gas transported hereunder shall be delivered to the Company in the State of Missouri, shall be used exclusively by the Customer in the State of Missouri and shall not be resold by the Customer.

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

4.3 Before the Customer commences, or causes to be commenced, the delivery of any gas to the Company for transport, such Customer shall furnish to the Company adequate information which demonstrates to the Company's satisfaction that the gas supplies the Customer will purchase, and the third party transportation to be provided such supplies, will conform to the delivery specifications of the Company and of the Transporter's tariff, and that such supplies are reasonably reliable for the purpose of meeting the Customer's DSQ requirements.

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**LARGE VOLUME TRANSPORTATION SERVICE**  
**LVTS**

## D. TERMS AND CONDITIONS (continued)

4.4 The determination of system capacity limitations shall be in the sole discretion of the Company, which discretion will be exercised reasonably. If capacity limitations restrict the quantities of gas which the Customer desires to be transported, the Customer may request the Company to make reasonable enlargements and/or modifications in its existing facilities, which request(s) the Company shall not unreasonably refuse, provided that the actual cost (including indirect costs) of such system enlargements and/or modifications are paid by the Customer. Title to such enlarged and/or modified facilities shall be, and remain, in the Company free and clear of any lien or equity interest by the Customer, or any other person or party. Nothing herein contained shall be construed as obligating the Company to construct any extensions or modify its facilities.

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**LARGE VOLUME TRANSPORTATION SERVICE**  
**LVTS**

D. TERMS AND CONDITIONS (continued)

5. SCHEDULING

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

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

Other Terms and Conditions- Service provided hereunder is subject to the Company's General Terms and Conditions (GTC) and Transportation Provisions (TRPR) as approved by the Missouri Public Service Commission.

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**LARGE VOLUME TRANSPORTATION SERVICE**  
**LVTS**

## NET MONTHLY BILL

The bill for each billing period shall be the sum of the Customer Charge, the Delivery Charge, the Contract Demand Charge, and the EGM Charge. 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.

## Rate

Fixed Monthly Charge: \$1145.90 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.

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.

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**PURCHASED GAS COST ADJUSTMENT**  
**PGA**

F. GAS COST INCENTIVE MECHANISM

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

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**PURCHASED GAS COST ADJUSTMENT**  
**PGA**

## G. SUMMARY STATEMENT – Spire Missouri East

Ccf

<u>Sales Classification</u>	<u>CPGA</u>	<u>ACA</u>	<u>Total PGA</u>
Residential General	\$0.50499	\$0.09515	\$0.60014
Small General Service	\$0.50499	\$0.09515	\$0.60014
Large General Service	\$0.50499	\$0.09515	\$0.60014
Large Volume Service	\$0.50499	\$0.09515	\$0.60014
Other Firm Service:	\$0.50499	\$0.09515	\$0.60014
Gallons			
L.P. Gas	\$1.87900	\$0.03708	\$1.91608

Residential sales are rendered under Residential General Service (Sheet No. 2)  
 SGS & LGS sales are rendered under Small General Service and Large General Service (Sheet Nos. 3, and 4), respectively.  
 Other Firm sales are rendered under the Unmetered Gas Light Service Rate (Sheet No. 6).  
 L.P. Gas sales are rendered under the General L.P. Gas Service Rate (Sheet No. 8).

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**PURCHASED GAS COST ADJUSTMENT**  
**PGA**

H. SUMMARY STATEMENT – Spire Missouri West

Ccf

<u>Sales Classification</u>	<u>CPGA</u>	<u>ACA</u>	<u>Total PGA</u>
Residential	\$0.42777	\$0.36533	\$0.79310
Small General Service	\$0.42777	\$0.36533	\$0.79310
Large General Service	\$0.42777	\$0.36533	\$0.79310
Large Volume Service	\$0.42777	\$0.36533	\$0.79310
Unmetered Gas Light (1)	\$0.42777	\$0.36533	\$0.79310

1 Each Unmetered Gaslight Unit is equal to 15 Ccf.

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For: Spire Missouri

**INFRASTRUCTURE SYSTEM REPLACEMENT SURCHARGE**  
**ISRS**

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

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

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

**Spire East**

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

**Spire West**

Residential Service (RS)	\$ 0.00
Small General Gas Service (SGS)	\$ 0.00
Large General Gas Service (LGS)	\$ 0.00
Large Volume Service (LV)	\$ 0.00
Large Volume Transportation Service (LVTS)	\$ 0.00
Transportation Service (TS)	\$ 0.00
Intrastate Transportation Service (ITS)	\$ 0.00

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**TRANSPORTATION PROVISIONS**  
**TRPR**

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

1 Company's Responsibility: The Company shall deliver to a customer volumes of gas which are thermally equivalent to the volumes of gas received for the customer at a receipt point, less any amount retained by Company according to Section A-6 Retainage.

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

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

(b) The Company shall not be responsible in any way for damages or claims relating to the customer's gas or the facilities of the customer or others containing such gas prior to receipt into Company's facilities or after delivery to the customer, and

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

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

(a) Agent's Responsibilities: An agent arranging for delivery of gas for a transportation service customer must receive Company authorization prior to delivering gas to Company's system. Agents may obtain Company authorization to aggregate balancing as described in Section A-4 Aggregation by entering into a signed agreement with Company, which shall acknowledge the agent's responsibilities under Section A-9 Cash Out and Section B-5 Penalties for Unauthorized Usage.

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**TRANSPORTATION PROVISIONS**  
**TRPR**

A. REQUIREMENTS FOR TRANSPORTATION SERVICE: (continued)

3 Customer's Agent: (continued)

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

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

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

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

(b) Changes to Pools: The Company must receive changes to pools, in writing, no later than four (4) business days prior to the end of each month. Changes shall become effective on the first day of the following month except that pools shall be as designated prior to the first effective day of an 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 month following.

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

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

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**TRANSPORTATION PROVISIONS**  
**TRPR**

A. REQUIREMENTS FOR TRANSPORTATION SERVICE: (continued)

6 Retainage: The gas retained by the Company shall be percentage, as defined in Rate Sheets 9 and 10, 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 defined percent retainage otherwise provided in Rate Sheets 9 and 10.

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

8 Quality and Pressure of Transportation Service Gas: The gas delivered by a producer, supplier or pipeline to the Company for transportation to the customer or the customer's agent shall conform to the standards prescribed in the Company's applicable rate schedules and General Terms and Conditions and shall at all times be merchantable gas of a quality otherwise required for the system of the Company to which the gas is being delivered. Such gas shall be free from any foreign materials such as dirt, dust, gums, iron particles, water, entrained liquids, and other impurities which might render it unmerchantable or interfere with the proper operation of pipelines, meters, regulators or other facilities through which it flows or is. Company may refuse to receive gas not meeting the quality requirements of Section A-8-a Specifications. Acceptance by the Company of any gas not meeting the applicable quality requirements shall not obligate the Company to continue such receipts, nor shall it remove the customer's obligation to deliver gas meeting those specifications:

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

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

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**TRANSPORTATION PROVISIONS**  
**TRPR**

A. REQUIREMENTS FOR TRANSPORTATION SERVICE: (continued)

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

(a) Specifications (continued)

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

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

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

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

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

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**TRANSPORTATION PROVISIONS**  
**TRPR**

A. REQUIREMENTS FOR TRANSPORTATION SERVICE: (continued)

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

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

(e) Measuring Heat Content of Gas Delivered: On 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.

(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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**TRANSPORTATION PROVISIONS**  
**TRPR**

A. REQUIREMENTS FOR TRANSPORTATION SERVICE: (continued)

9 Cash Out: Monthly volumes of gas delivered to a transportation service customer should, to the extent practicable, match Company's receipts for the customer less any amount retained by Company according to Section A-6, Retainage. Agents may balance the aggregated volumes of gas for each pool of customers they represent, according to the terms of Section A-4, Aggregation.

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

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

- 1.0 times the index price for each MMBtu of imbalance up to and including five percent (5%) of nominations, plus
- 1.2 times the index price for each MMBtu of imbalance which is greater than five percent (5%), up to and including ten percent (10%) of nominations, plus
- 1.4 times the index price for each MMBtu of imbalance which is greater than ten percent (10%) of nominations, plus
- For each MMBtu of imbalance, Southern Star Central Gas Pipeline, Inc. maximum tariff transportation rate, plus the incremental/variable storage withdrawal cost rate.

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

- 1.0 times the index price for each MMBtu of imbalance up to and including five percent (5%) of nominations, plus
- 0.8 times the index price for each MMBtu of imbalance which is greater than five percent (5%) of nominations, up to and including ten percent (10%), plus
- 0.6 times the index price for each MMBtu of imbalance which is greater than ten percent (10%) of nominations, plus
- For each MMBtu of imbalance, Southern Star Central Gas Pipeline, Inc. maximum tariff transportation rate, minus the incremental/variable storage injection rate.

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**TRANSPORTATION PROVISIONS**  
**TRPR**

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

## 9 Cash Out: (continued)

(b) Index Price: The index price shall be determined as the arithmetic average of the first-of-the-month index prices published in Inside F.E.R.C.'s Gas Market Report for the month immediately following the month in which the imbalance occurred, for

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.)

And Panhandle Eastern Pipe Line Company (Texas and Oklahoma)

10 Limitations: If the Company's system capacity is inadequate to meet all of its other demands for sales and transportation service, the services supplied under this schedule may be curtailed in accordance with the Priority of Service rules in the Company's General Terms and Conditions, R-16 and R-17. If a supply deficiency occurs in the volume of gas available to the Company for resale, and the customer's supply delivered to the Company for transportation continues to be available, then the customer may continue to receive full transportation service even though sales gas of the same or higher priority is being curtailed. The determination of system capacity limitations shall be in the sole discretion of the Company reasonably exercised. If capacity limitations restrict the volume of gas which the customer desires to be transported, the customer may request the Company to make reasonable enlargements in its existing facilities, which requests the Company shall not unreasonably refuse, provided that the actual cost (including indirect costs) of such system enlargements are borne by the customer. Title to such expanded facilities shall be and remain in the Company free and clear of any lien or equity by the customer. Nothing herein contained shall be construed as obligating the Company to construct any extensions of its facilities.

11 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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DATE EFFECTIVE: December 23, 2021

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

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri West

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**TRANSPORTATION PROVISIONS**  
**TRPR**

A. REQUIREMENTS FOR TRANSPORTATION SERVICE: (continued)

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

B. PRIORITY OF SERVICE

1 Notice: Notice of Operational Flow Orders (OFO's) 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, OFO's will be issued by 12 noon Central time and will be effective the second day after issuance, thereby providing time for Transportation Customers to adjust their nominations in accordance with the OFO. The Company may make OFO's effective with a shorter notice if necessary, to protect the integrity of its system and/or where such actions are necessary to insure compliance with the requirements of upstream pipeline companies and shall permit Transportation Customers to adjust nominations as necessary to reasonably comply with the OFO.

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

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

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**TRANSPORTATION PROVISIONS**  
**TRPR**

B. PRIORITY OF SERVICE (continued)

Notice of an OFO shall specify the nature of the problem sought to be addressed, the anticipated duration of the required compliance and the parameters of such compliance. Upon termination of an OFO, Spire will post on its website the rationale for lifting that particular OFO.

2 Operational Flow Orders: Company may issue Operational Flow Orders (OFO's) to Transportation Customers as necessary to protect the integrity of its system or any portion thereof and/or to insure compliance with the requirements of upstream pipeline companies. Any OFO, along with associated conditions and penalties, shall be limited, as practicable to address only the problem(s) giving rise to the need for the OFO. The Company may issue notice of an OFO as provided in section (1) above to instruct all customers or agents served through a given pipeline segment, on a distribution system or any portion thereof or any individual agent or customer to control their usage to avoid either Under-Deliveries or Over-Deliveries. The Company will specify in the OFO whether customers or agents are required to avoid Under-Deliveries, Over-Deliveries, or both. Conditions which threaten the integrity of the Company's distribution system may include but are not limited to, exceeding the maximum allowable operating pressure of the distribution system segment, loss of sufficient line pressure to meet distribution system delivery obligations, or other conditions which may cause the Company to be unable to deliver natural gas consistent with its tariff. Conditions relevant to compliance with the requirements of upstream pipelines may include, but are not limited to, 1) situations where relevant Company resources are being used at or near their maximum tariff or contractual limits; and, 2) situations where actions are necessary to comply with a relevant OFO or the functional equivalent of a relevant upstream pipeline OFO, Critical Notice or force majeure. The Company's actions with respect to its OFO's shall be reasonable, objective, non-discriminatory and consistent with the General Terms and Conditions for Gas Service, R-16 Priority of Service, and R-17 Curtailment Plan. Before issuing an OFO, Spire will attempt to identify specific customers causing the conditions that give rise to the need for the OFO, and attempt to remedy those problems through requests for voluntary action; provided, however, exigent circumstances may exist which require immediate issuance of an OFO.

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**TRANSPORTATION PROVISIONS**  
**TRPR**

B. PRIORITY OF SERVICE (continued):

2 Operational Flow Orders (continued):

(a) Standard OFO: A Standard OFO shall require the customer to take, during a period specified by the Company, preemptive or preventive actions and/or measures in order to neutralize or reduce threats to, or to otherwise preserve the integrity of all or a portion of Company’s system or as necessary to insure compliance with the requirements of upstream pipeline companies.

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

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

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

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

(f) Curtailment of Transportation Service: A transportation service customer shall not be required to curtail as long as the customer’s gas is delivered to Company’s delivery system and the Company’s system capacity is adequate to make deliveries as provided in Section A-10, Limitations.

3 Period of Curtailment: Consistent with the provisions of Section A(10) Limitations, curtailment may be initiated due to a supply deficiency or limitation of pipeline capacity or a combination of both. The Company may require its sales service and transportation service customers to limit, in whole or in part, their use of Company’s facilities during a Period of Curtailment (POC), taking into consideration priority of use or other factors it deems necessary to ensure public health and safety.

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

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**TRANSPORTATION PROVISIONS**  
**TRPR**

B. PRIORITY OF SERVICE (continued)

3 Period of Curtailment: (continued)

(b) Curtailment Priority (continued)

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

(i) For a Spire Sales Service Supply Deficiency

(a) Category 1.

Sales service to residential customers, public housing authorities, public schools, hospitals, and other human needs customers receiving firm sales service from the Company

(b) Category 2.

Commercial sales service

(c) Category 3.

Industrial sales service

(ii) For a Spire Distribution System Capacity Deficiency

(a) Category 1.

Sales or transportation service to residential customers, public housing authorities, public schools, hospitals, and other human needs customers receiving firm sales service from the Company

(b) Category 2.

Commercial sales service and commercial transportation service

(c) Category 3.

Industrial sales service and industrial transportation service

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**TRANSPORTATION PROVISIONS**  
**TRPR**

B. PRIORITY OF SERVICE (continued)

3 Period of Curtailment: (continued)

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

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

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

(f) Relief from Liability: The Company shall be relieved of all liabilities, penalties, charges, payments, and claims of whatever kind, contractual or otherwise, resulting from or arising out of the Company's failure to deliver all or any portion of the volumes of gas desired by a customer or group of customers during a 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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**TRANSPORTATION PROVISIONS**  
**TRPR**

B. 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 Section B-5 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 A-4 Aggregation, shall be calculated by comparing the group members' total retainage-adjusted confirmed nominations with their total actual usage less contract demand.

(c) Meter Reading: Actual usage during an OFO shall normally be provided by electronic gas measurement (EGM) equipment. If the 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: The Company may disconnect from its system or refuse to accept the nomination of a customer which endangers system stability and/or safety by continuing to incur Unauthorized Deliveries.

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**TRANSPORTATION PROVISIONS**  
**TRPR**

B. PRIORITY OF SERVICE (continued)

5 Penalties for Unauthorized Usage: A customer or pool's unauthorized usage under an OFO or during a POC shall cause the incurrence of penalties. All revenues received from unauthorized use charges will be considered as gas cost recovery and will be used in the development of the gas cost recovery amount during the ACA audit as set forth in the Purchased Gas Adjustment schedule (PGA).

- (a) Tolerance Levels: Penalties shall be assessed:
  - (i) During an OFO or POC, when Unauthorized Over- Deliveries to EGM meters exceed five percent (5%) of authorized daily delivery levels.
  - (ii) During an OFO, when Unauthorized Under-Deliveries to EGM meters exceed five percent (5%) of authorized daily delivery levels.
- (b) Penalties during POCs shall be:
  - (i) The greater of ten dollars (\$10) or five (5) times the daily midpoint stated on Gas Daily's Index for Southern Star Central Gas Pipeline (Oklahoma) for each day of the POC, for each MMBtu of Unauthorized Over Delivery that exceeds the Tolerance Levels set in Section B-5-a Tolerance Levels but is no greater than ten percent (10%) of the authorized delivery level for the customer or the aggregated balancing group, and
  - (ii) The greater of twenty dollars (\$20) or ten (10) times the daily midpoint stated on Gas Daily's Index for Southern Star Central Gas Pipeline (Oklahoma) for each day of the POC, for each MMBtu of Unauthorized Over Delivery in excess of ten percent (10%) of the authorized delivery level for the customer or the aggregated balancing group.

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**TRANSPORTATION PROVISIONS**  
**TRPR**

B. PRIORITY OF SERVICE (continued)

5 Penalties for Unauthorized Usage: (continued)

(c) 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 five dollars (\$5) or two and one-half (2½) times the daily midpoint stated on Gas Daily's Index for Southern Star Central Gas Pipeline (Oklahoma) times the MMBtu of Unauthorized Over- or Under-deliveries that exceed the tolerance level applicable under Section B-5-a Tolerance Levels.

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

(d) Responsibility for Payment: Unauthorized Over- or Under-Delivery Penalties for individually balanced customers shall be billed to and collected from the applicable customer. Unauthorized Over- or Under- Delivery Penalties for pools shall be billed to and collected from the agent representing the aggregated customers. Customers will continue to have ultimate responsibility for all charges on the account.

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**TRANSPORTATION PROVISIONS**  
**TRPR**

C. REQUIREMENTS FOR TRANSPORTATION SERVICE:

1 Cash Out: Monthly volumes of gas delivered to a transportation service customer should, to the extent practicable, match Company's receipts for the customer less any amount retained by Company according to Section A-6, Retainage. Agents may balance the aggregated volumes of gas for each pool of customers they represent, according to the terms of Section A-4, Aggregation.

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

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

- 1.0 times the index price for each MMBtu of imbalance up to and including five percent (5%) of nominations, plus
- 1.2 times the index price for each MMBtu of imbalance which is greater than five percent (5%), up to and including ten percent (10%) of nominations, plus
- 1.4 times the index price for each MMBtu of imbalance which is greater than ten percent (10%) of nominations, plus
- For each MMBtu of imbalance, Enable MRT - maximum tariff transportation rate, plus the incremental/variable storage withdrawal cost rate.

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

- 1.0 times the index price for each MMBtu of imbalance up to and including five percent (5%) of nominations, plus
- 0.8 times the index price for each MMBtu of imbalance which is greater than five percent (5%) of nominations, up to and including ten percent (10%), plus
- 0.6 times the index price for each MMBtu of imbalance which is greater than ten percent (10%) of nominations, plus
- For each MMBtu of imbalance, Enable MRT - maximum tariff transportation rate, minus the incremental/variable storage injection rate.

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**TRANSPORTATION PROVISIONS**  
**TRPR**

C. REQUIREMENTS FOR TRANSPORTATION SERVICE: (continued)

1 Cash Out: (continued)

(b) Index Price: The index price shall be determined as the arithmetic average of the first-of-the-month index prices published in Inside F.E.R.C.'s Gas Market Report for the month immediately following the month in which the imbalance occurred, for  
Missouri East: Texas Gas Transmission (TGT Zone 1)  
And Enable Gas Transmission (EGT East) And Rockies Express Pipeline (REX Z3 Delivered)

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**INDEX OF CERTIFICATED AREAS**

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

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TOWNSHIP	RANGE	SECTIONS
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T22n	R33w	1,2,11,12,13,14,23,24,25,26,35,36
T22n	R34w	27,28,33,34
T23n	R32w	4,5,6,7,8,9,16,17,18,19,20,21,28,29,30,31,32,33
T23n	R33w	1,12,13,24,25,36

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For: Spire Missouri West

**LARGE VOLUME TRANSPORTATION OF NATURAL GAS CONTRACT**

CONTRACT FOR LARGE VOLUME TRANSPORTATION OF NATURAL GAS

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between SPIRE MISSOURI WEST, hereinafter referred to as "Company", \_\_\_\_\_ hereinafter referred to as "Customer".

WITNESSETH: That Company owns and operates facilities for the distribution, sale and transportation of natural gas and Customer desires to transport natural gas through Company's distribution facilities.

NOW, THEREFORE, for and in consideration of the mutual covenants, and agreements hereof, Company and Customer have agreed and do hereby covenant and agree each with the other as follows, to wit:

1. Subject to all the terms and conditions of this Contract, Company agrees to transport for Customer and Customer agrees to transport through Company, natural gas for use at its facility at \_\_\_\_\_, at the rates and charges due and payable therefore pursuant to the Company's applicable Gas Rate Schedule Large Volume Transportation Service, a copy of which is attached hereto and made a part hereof by reference, and upon the terms and conditions set forth in such Rate Schedule and in the Company's "General Terms and Conditions for Gas Service," all as now on file with the regulatory authority having jurisdiction herein, and as amended, reissued and made effective from time to time as provided by law. Company shall provide a copy of "General Terms and Conditions" upon request.

2. Customer's level of maximum daily requirements (hereinafter referred to as "Contract Demand") is \_\_\_\_ Ccf per day. Such Contract Demand shall be used to allocate any transportation capacity, or other similar charge incurred by Company in order to provide natural gas supplies to the Customer. Customer may elect to amend its Contract Demand level effective on each November 1 beginning in \_\_\_\_\_ by providing at least 180 days prior written notice to Company in the form of a "Contract Demand Level Amendment" which shall be provided upon request.

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**LARGE VOLUME TRANSPORTATION OF NATURAL GAS CONTRACT**

CONTRACT FOR LARGE VOLUME TRANSPORTATION OF NATURAL GAS (continued)

3. Customer shall receive transportation service from Company at their existing facility located at \_\_\_\_\_ from \_\_\_\_\_ delivery location \_\_\_\_\_, or as may otherwise be subsequently agreed by the parties hereto. Customer may have various accounts that qualify for transportation as a single location and elect to have Company transport natural gas in accordance with tariffs filed by Company with the regulatory authority having jurisdiction. In that event, the service address, account number and rate schedule of each account to receive transportation shall be as follows:

SERVICE ADDRESS	ACCOUNT NO.	RATE	METER NO.
_____	_____	_____	_____

Changes to qualifying accounts shall be made by completing "Accounts Qualified for Transportation at Single Locations Amendment".

4. Should Company be requested by Customer to install new facilities in order to provide deliveries hereunder or to expand its existing facilities, the special conditions under which such investment will be recovered from Customer are as set forth in a "Special Conditions Amendment" to be attached when applicable.

5. This Contract shall continue from the date of execution through the next October 31. This contract shall continue thereafter from year to year until terminated by either party giving written notice at least 180 days prior to the November 1st renewal date, provided however, Company may terminate or suspend its obligations under this Contract as provided for in its General Terms and Conditions.

6. Nothing contained herein shall be construed as affecting in any way the right of Company to unilaterally make application for a change in its rates or General Terms and Conditions to the regulatory authority having jurisdiction; provided customer shall have the right to protest any changes.

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**LARGE VOLUME TRANSPORTATION OF NATURAL GAS CONTRACT**

CONTRACT FOR LARGE VOLUME TRANSPORTATION OF NATURAL GAS (continued)

7. This Contract, and the rates and service hereunder, shall be subject to regulation by the regulatory authority having jurisdiction; to all applicable present and future state and federal laws; and to all rules, regulations, and orders of any other regulatory authority having jurisdiction of the subject matter or either of the parties hereto.

8. Company shall use reasonable diligence to provide a regular supply of natural gas subject to the priority of service provisions and other terms of Company's filed tariffs but does not guarantee such supply. Company does not assume responsibility for interruption of service, whether caused by inadequacy of supply, equipment, facilities or because of uncontrollable forces, except when such interruption is the result of reckless, willful or wanton acts of Company, its agents or employees.

9. The provisions of this Contract shall not be changed except in writing duly signed by Company and Customer; however, the Contract is subject to valid orders of legally constituted regulatory bodies having jurisdiction of the Company's rates.

10. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Contract shall operate or be construed as a waiver of any future defaults, whether of a like or of a different character.

11. This contract shall insure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

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

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri West

**LARGE VOLUME TRANSPORTATION OF NATURAL GAS CONTRACT**

CONTRACT FOR LARGE VOLUME TRANSPORTATION OF NATURAL GAS (continued)

12. This Contract sets forth the only agreements between the Company and Customer and all prior agreements, contracts or other mutual understandings whether oral or in writing shall be considered canceled as of the date of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in duplicate the day and year first above written.

\_\_\_\_\_

SPIRE MISSOURI INC., SPIRE MISSOURI WEST

By \_\_\_\_\_

By \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Legal Department Approval

DATE OF ISSUE: November 23, 2021

DATE EFFECTIVE: December 23, 2021

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

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri West

**TRANSPORTATION OF NATURAL GAS CONTRACT**

CONTRACT FOR TRANSPORTATION OF NATURAL GAS

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between SPIRE MISSOURI WEST, hereinafter referred to as "Company", \_\_\_\_\_ hereinafter referred to as "Customer".

WITNESSETH: That Company owns and operates facilities for the distribution, sale and transportation of natural gas and Customer desires to transport natural gas through Company's distribution facilities.

NOW, THEREFORE, for and in consideration of the mutual covenants, and agreements hereof, Company and Customer have agreed and do hereby covenant and agree each with the other as follows, to wit:

1. Subject to all the terms and conditions of this Contract, Company agrees to transport for Customer and Customer agrees to transport through Company, natural gas for use at its facility at \_\_\_\_\_, at the rates and charges due and payable therefore pursuant to the Company's applicable Gas Rate Schedule Transportation Service, a copy of which is attached hereto and made a part hereof by reference, and upon the terms and conditions set forth in such Rate Schedule and in the Company's "General Terms and Conditions for Gas Service," all as now on file with the regulatory authority having jurisdiction herein, and as amended, reissued and made effective from time to time as provided by law. Company shall provide a copy of "General Terms and Conditions" upon request.

2. Customer shall receive transportation service from Company at their existing facility located at \_\_\_\_\_ from \_\_\_\_\_ delivery location \_\_\_\_\_, or as may otherwise be subsequently agreed by the parties hereto. Customer may have various accounts that qualify for transportation as a single location and elect to have Company transport natural gas in accordance with tariffs filed by Company with the regulatory authority having jurisdiction. In that event, the service address, account number and rate schedule of each account to receive transportation shall be as follows:

<u>SERVICE ADDRESS</u>	<u>ACCOUNT NO.</u>	<u>RATE</u>	<u>METER NO.</u>
_____	_____	_____	_____

Changes to qualifying accounts shall be made by completing "Accounts Qualified for Transportation at Single Locations Amendment".

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For: Spire Missouri West

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**TRANSPORTATION OF NATURAL GAS CONTRACT**

CONTRACT FOR TRANSPORTATION OF NATURAL GAS (continued)

6. This Contract, and the rates and service hereunder, shall be subject to regulation by the regulatory authority having jurisdiction; to all applicable present and future state and federal laws; and to all rules, regulations, and orders of any other regulatory authority having jurisdiction of the subject matter or either of the parties hereto.

7. Company shall use reasonable diligence to provide a regular supply of natural gas subject to the priority of service provisions and other terms of Company's filed tariffs but does not guarantee such supply. Company does not assume responsibility for interruption of service, whether caused by inadequacy of supply, equipment, facilities or because of uncontrollable forces, except when such interruption is the result of reckless, willful or wanton acts of Company, its agents or employees.

8. The provisions of this Contract shall not be changed except in writing duly signed by Company and Customer; however, the Contract is subject to valid orders of legally constituted regulatory bodies having jurisdiction of the Company's rates.

9. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Contract shall operate or be construed as a waiver of any future defaults, whether of a like or of a different character.

10. This contract shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

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