

In the Matter of:

SPIRE MISSOURI , INC.'s d/b/a SPIRE REQUEST FOR AUTHORITY, etc.

GR-2021-0108, VOL. XV

August 25, 2021



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BEFORE THE PUBLIC SERVICE COMMISSION

STATE OF MISSOURI

TRANSCRIPT OF PROCEEDINGS

On-the-Record Presentation

via WebEx

August 25, 2021

Jefferson City, Missouri

Volume 15

In The Matter Of Spire Missouri)
Inc.'s d/b/a Spire Request for) File No. GR-2021-0108
Authority to Implement a)
General Rate Increase for)
Natural Gas Service Provided in)
the Company's Missouri Service)
Areas)

CHARLES HATCHER, Presiding
REGULATORY LAW JUDGE

RYAN A. SILVEY, Chairman,
SCOTT T. RUPP,
MAIDA J. COLEMAN,
JASON R. HOLSMAN,
GLEN KOLKMEYER,
COMMISSIONERS

REPORTED BY:
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1 JUDGE HATCHER: Good morning all -- or
2 I'm sorry. Good afternoon. My name is Charles
3 Hatcher and I am the Regulatory Law Judge presiding
4 over this on-the-record presentation. Today is August
5 the 25th, 2021. The Commission set this day for an
6 evidentiary hearing in File No. GR-2021-0108.

7 Due to the COVID-19 pandemic, we are
8 meeting virtually in WebEx, telephone and video
9 conference. We are also streaming the audio of this
10 hearing over the internet on the Commission's website
11 A couple quick website -- or WebEx announcements.

12 Everyone, please mute yourselves. That's
13 going to allow for less background noise that we were
14 just hearing. We are going to proceed slowly every
15 step and that is going to allow for the unmuting that
16 I just mentioned.

17 Also, a warning on WebEx chat functions.
18 Those are not private. Those are not part of the
19 record, but other parties may be able to see whatever
20 you're typing into the chat. Also, if you're on the
21 phone, please press star six to unmute.

22 I'd like to note for the record we have
23 the attendance of the Commission Chairman Silvey and
24 also Commissioner Holsman. I believe -- oh, I see
25 Commissioner Kolkmeyer and I believe Commissioner Rupp

1 and Commissioner Coleman are on one of the -- are on
2 the call-in lines.

3 Let's go ahead and get started with our
4 entries of appearance. Spire, would you please start
5 us off?

6 MS. BOCKSTRUCK: Good afternoon, Judge.
7 Appearing on behalf of Spire Missouri is Goldie
8 Bockstruck, Matt Aplington and Rachel Niemeier. Our
9 address is 700 Market Street, St. Louis, Missouri
10 63101.

11 JUDGE HATCHER: Thank you. And for
12 Commission Staff?

13 MS. MYERS: Good afternoon, Judge. I
14 apologize for my label. This is not Jim Busch. This
15 is Jamie Myers. So Jamie Myers appearing on behalf of
16 Staff. Also with me is appearing Kevin Thompson and
17 Curtis Stokes, also on behalf of Staff. Our contact
18 information has already been provided on the record in
19 this case file.

20 JUDGE HATCHER: Excellent. Thank you.
21 And Office of the Public Counsel?

22 MR. CLIZER: Good afternoon, Your Honor.
23 John Clizer appearing on behalf of the Missouri Office
24 of the Public Counsel. My contact information has
25 already been provided on the record in this case.

1 JUDGE HATCHER: Thank you. And we will
2 go through the list of Intervenors. They were not
3 required to be here today, but they were invited.
4 Midwest Energy Consumers Group?

5 MR. WOODSMALL: Good afternoon, sir.
6 David Woodsmall on behalf of MECG.

7 JUDGE HATCHER: Thank you. And Consumers
8 Council of Missouri? And Missouri Industrial Energy
9 Consumers?

10 MS. PLESCIA: Diana Plescia on behalf of
11 MIEC.

12 JUDGE HATCHER: Thank you. National
13 Housing Trust?

14 MR. LINHARES: Thank you, Judge. This is
15 Andrew Linhares on behalf of the National Housing
16 Trust.

17 JUDGE HATCHER: And for Renew Missouri?

18 MR. OPITZ: Good afternoon, Judge. This
19 is Tim Opitz on behalf of Renew Missouri.

20 JUDGE HATCHER: And Legal Services of
21 Eastern Missouri?

22 MR. BARRS: Good afternoon, Judge. Paul
23 Barrs on behalf of Legal Services.

24 JUDGE HATCHER: And Missouri School
25 Boards' Association?

1 MR. BROWNLEE: Richard Brownlee. With me
2 I believe is also Louie Ervin, Sr. and Louie Ervin,
3 II. And my address for my law firm is on record
4 numerous times at the Commission.

5 JUDGE HATCHER: Thank you very much. And
6 for Vicinity Energy?

7 MR. MILLS: Good afternoon, Judge.
8 Appearing on behalf of Vicinity Energy, this is Lewis
9 Mills with the law firm of Bryan Cave Leighton
10 Paisner. My address is 221 Bolivar Street, Jefferson
11 City, Missouri 65101.

12 JUDGE HATCHER: Thank you very much
13 everyone. We are here to address the four
14 stipulations that have been filed in this case. My
15 intention is to go through each stipulation by date.
16 Is that also the parties' intentions?

17 We'll just maybe get into opening
18 statements. We'll call on Spire first. Spire, if
19 you'd like to give your opening presentation.

20 MS. BOCKSTRUCK: Sure. So I was thinking
21 we would give a separate one for each stipulation,
22 Judge.

23 JUDGE HATCHER: That sounds perfect.

24 MS. BOCKSTRUCK: Generally speaking, the
25 four stipulations represent a resolution of a

1 significant number of rate case issues by the case
2 parties. While these were the stipulations that were
3 reached, the company would have liked to have resolved
4 even more issues and remains open to further
5 discussion and resolution of the outstanding issues in
6 this case.

7 Regarding the School Transportation
8 Program Stipulation and Agreement that was entered on
9 July 23rd, 2021, I believe that the School Board has
10 asked to go first in making a statement. So I will
11 reserve until after the School Board has given theirs.

12 JUDGE HATCHER: That sounds very
13 understandable. Mr. Brownlee?

14 MR. BROWNLEE: Can you hear me?

15 JUDGE HATCHER: Yes, sir.

16 MR. BROWNLEE: Okay. Thanks so much.
17 What I intend to do is really try to replicate what I
18 did at the opening comments when we were on the -- on
19 the record and I'm going to go ahead and proceed.

20 The Missouri School Boards' Association
21 has intervened in both of these cases, as well as
22 almost every other gas utility case that's been filed
23 since the year 2002. We are a 501(C)(6)
24 not-for-profit corporation. We represent about 380
25 Missouri school districts, which are over 2,000

1 individual school facilities.

2 In 19-- 2002 through a bill at the
3 Missouri legislature, of which I believe at the time
4 both Senat-- or both Commissioner Rupp and I believe
5 Commissioner Coleman were actually in the legislature
6 then, we passed a bill which -- which really created a
7 School Transportation Program, an STP program, at
8 Section 393.310.

9 And this allowed the schools to go
10 together to create a natural gas purchasing group.
11 That is, we sort of -- by the joining together, we
12 were able to appear as like a large corporation or a
13 large gas purchaser. We were able to purchase gas off
14 the open market. We transported it in through the
15 interstate pipelines and we delivered it to the actual
16 local gas utility. And that's through -- it was
17 really through a not-for-profit school association.

18 It had -- the statute had about two or
19 three different factors. I'll quickly try to go
20 through them. The utilities were able to sell the
21 natural gas and the interstate transportation
22 capacity. It was at the utility's cost to purchase
23 for both gas and transportation, plus they got to
24 cover their distribution costs, plus aggregation and
25 balancing. And all that was determined by the

1 Commission. There was no requirement in the statute
2 for any expensive telemetry or daily metering.

3 And finally, the school aggregation
4 tariff could have no financial impact on the -- on the
5 utilities, the other customers or local taxing
6 authorities. That, again, was in 2002.

7 We have been working in a number of cases
8 with the -- with the intent to try to get to some sort
9 of a standard or uniform tariff application where all
10 the schools would be treated similarly in all of the
11 gas utilities. And in this particular case, the
12 proposed school transportation program, STP tariff, it
13 was going to be the same for both Spire East and Spire
14 West.

15 And then there's -- I'm going to read
16 something because it's -- if -- it's best written
17 shortly, but it created a capacity release quantity
18 for summer and winter periods based on maximum daily
19 use during the recent rolling seven years. It was
20 adjusted for school accounts addition and drops, plus
21 10 percent safety margin.

22 And in addition, there was an allowance
23 for -- to be used, the new Spire St. Louis pipeline,
24 which gave us an alternative to the -- to the only
25 other source in St. Louis, which was through MRT,

1 Mississippi River Transmission. And -- and finally,
2 the capacity price at Spire's cost to conform would
3 all conform to the original statute going back to 19--
4 to 2002.

5 We were able in this case, as we have
6 actually in several other recent -- recent gas cases,
7 we've entered into a Non-Unanimous Stipulation. I
8 think all the parties on the -- on the call today have
9 been involved either directly or indirectly in those
10 other cases and this case.

11 I want to reach out to quickly to Staff
12 and Public Counsel and particularly the Company for
13 being cooperative and understanding that if we can get
14 to a resolution, it will be a huge financial burden
15 off of all the schools, not to have to hopefully
16 participate in these gas cases, because they're
17 expensive and the schools have no way of adjusting
18 income or outgo to facilitate full participation.

19 So this is really a -- it's a great deal
20 for the kids, it's a great deal for the schools, and I
21 think it's a great deal for the Commission and the
22 regulatory process. I don't have anything addition.
23 We do have engineering experts who have been with --
24 from the very beginning, Louie Ervin, they're with
25 Energy Advisors, a company that does this work in a

1 number of other states. And if we stand for questions
2 after Spire gives a little speech, I think they'd be
3 much more competent to answer any questions the
4 Commission or the ALJ might have. And that would be
5 about the best I can do on this.

6 JUDGE HATCHER: Thank you, Mr. Brownlee.
7 Back to you, Ms. Bockstruck.

8 MS. BOCKSTRUCK: Thank you. May it
9 please the Commission. Mr. Brownlee actually covered
10 a lot of the points that I had intended on covering,
11 so I will be very brief.

12 Spire Missouri, the Missouri School Board
13 Association and Staff have agreed as set forth in the
14 July 23rd, 2021 Non-Unanimous Stipulation and
15 Agreement to a modified School Transportation Program
16 tariff that represents an improvement to the company's
17 current school transportation capacity provisions.
18 These changes support the schools in obtaining both
19 affordable and adequate gas service.

20 JUDGE HATCHER: Ms. Bockstruck?
21 Ms. Bockstruck, can you hear me?

22 MS. BOCKSTRUCK: Yes.

23 JUDGE HATCHER: I just went through and
24 muted a bunch of the call-in users. Would you press
25 star six or if you're on the app, if you could try and

1 unmute yourself.

2 MR. APLINGTON: Can you hear us?

3 JUDGE HATCHER: Yes.

4 MS. BOCKSTRUCK: Okay. Hopefully that
5 takes care of that.

6 JUDGE HATCHER: Yes. Perfect.

7 MS. BOCKSTRUCK: So I pretty much
8 finished my statement. I was just going to say that
9 the company has available Lew Keathley and Scott
10 Weitzel here today for any questions the Commission
11 may have on the tariff changes.

12 JUDGE HATCHER: Thank you very much,
13 Ms. Bockstruck.

14 Are there any other parties that wish to
15 speak on the July 23rd stipulation and settlement?
16 Ms. Myers?

17 MR. MYERS: Yes, Judge. So I think as
18 Staff, we had planned to give very general comments on
19 all of the stip and agreements. So would you prefer
20 that we wait until the end to give a general comment
21 or would you prefer for us to do that now?

22 JUDGE HATCHER: I anticipate that we can
23 probably take your -- Staff's statement up after we
24 conclude with the July 23rd stipulation as it really
25 involves a fairly narrow issue.

1 MS. MYERS: That would be fine. Thank
2 you.

3 JUDGE HATCHER: Okay. Are there any
4 other parties that would like to give a presentation
5 on the July 23rd stipulation? This is the school
6 transportation issues.

7 Okay. And I'll ask are there any
8 Commissioner questions on the July 23rd stipulation?
9 We'll give a moment for unmuting. And I don't have
10 any questions, so we'll move on to the July 30th
11 stipulation. And again, we'll start with Spire.

12 MR. BROWNLEE: Judge, can we be excused?
13 Is there -- have we -- is there a protocol on that I
14 missed?

15 JUDGE HATCHER: No. Mr. Brownlee, thank
16 you very much for being here. It appears that we
17 don't have any questions for you so you are excused.
18 Thank you.

19 MR. BROWNLEE: Thank you so much.
20 Appreciate everybody's help.

21 JUDGE HATCHER: Absolutely. Thank you,
22 Mr. Brownlee. Ms. Bockstruck.

23 MS. BOCKSTRUCK: All right. May it
24 please the Commission. The July 30th, 2021 Partial
25 Stipulation and Agreement represents the resolution of

1 approximately 45 rate case issues. This agreement was
2 the product of many discussions and collaboration
3 amongst the eight signatories. The company
4 appreciates everyone's work in the resolution of these
5 issues.

6 The resolution of certain revenue-related
7 items has resulted in a black box settlement of an
8 increase of the Company's revenue requirement of
9 587,904 specific to items such as use and donations,
10 bad debt and injuries and damages. There are other
11 agreed-upon items that represent further steps by the
12 Company as one Spire Missouri, including a uniform
13 measurement of Ccf billing for all of its customers on
14 a consolidated tariff book.

15 The Company hopes that the Commission
16 will agree that the manner in which these issues have
17 been resolved are in the best interest of our
18 customers. We have numerous witnesses available here
19 to answer any questions the Commission may have that
20 are specific to this agreement. Thank you.

21 JUDGE HATCHER: Thank you,
22 Ms. Bockstruck. I think now Ms. Myers.

23 MS. MYERS: Thank you, Judge. This is
24 Jamie Myers on behalf of Staff. Just generally, Staff
25 was a signatory to each of these four Stipulations and

1 Agreements. It is Staff's position that, you know,
2 again each of these documents was entered into after
3 extensive negotiations. Staff believes that they are
4 reasonable resolutions of the issues that are
5 contained therein.

6 I know that there was a question posed
7 regarding does this resolve all the issues in the
8 case. From our perspective -- from Staff's
9 perspective, it resolves all contested issues except
10 for -- and now these would be non-contested issues --
11 the nine issues that were heard at the evidentiary
12 hearing August 2nd through August 6th, as well as two
13 tariff issues that have been filed in this case file.

14 And with that, I will say in addition to
15 myself, we do have Kevin Thompson and Curtis Stokes
16 appearing on behalf of Staff. And we do have some
17 technical Staff with us if there are questions that
18 are of a technical nature. Thank you.

19 JUDGE HATCHER: Excellent. Thank you,
20 Counselor. Let's -- this was our largest -- I have
21 been referring to it as the omnibus settlement, the
22 July 30th settlement. Let's see if any other parties
23 wish to make a presentation before I move to
24 Commissioner questions.

25 Any counsel for any of the Intervenors or

1 Office of the Public Counsel? Okay. We will move to
2 Commissioner questions. And again, it is star six.
3 We do have all of the Commissioners online. Are there
4 any Commissioner questions on the July 30th
5 stipulation?

6 Okay. I'm not hearing any.

7 I do have several questions and I'll go
8 ahead and go over that. Ms. Myers, you spoke kind of
9 about the issues, making sure they were all addressed.
10 And this is not specifically for you, but to explain
11 to everyone, what I did was, I looked through the
12 original list of issues that was presented I think
13 July 22nd and then I compared that with each of the
14 four stipulations.

15 I found two areas to note. I just want
16 to confirm on the record lobbying, issue four. It is
17 listed in paragraph 2 of the July 30th stipulation,
18 but it's not further described there. I -- I am
19 looking for confirmation I would guess from Spire. It
20 was previously removed.

21 My understanding is it was covered in the
22 Spire position statement and in Mr. Weitzel's rebuttal
23 on revenue requirement. And that's Exhibit 41 and I'm
24 referencing page 12. Can Spire confirmed that they
25 have withdrawn or not submitted issue four on

1 lobbying?

2 MR. APLINGTON: Your Honor, this is Matt
3 Aplington on behalf of the Company. I believe that
4 the intention was for lobbying expense to be treated
5 as part of the black box agreed rate items in
6 paragraph 5 of the stipulation that's on page 3. I
7 think we had sort of lumped that in together with dues
8 and donations. But in any event, it should be part of
9 the black box agreed rate items.

10 JUDGE HATCHER: Okay. Thank you. The
11 other discrepancy is on issue 45, subparagraph G. The
12 original issue regards tariff sheet R-25 relating to
13 the usage estimating procedure. Paragraph 20 of the
14 July 30th stipulation says it is regarding tariff
15 sheet R-13. And that one addresses company inspection
16 of customer premises. I would note that the very next
17 paragraph in the stipulation says, Anything proposed
18 that is not approved specifically is hereby rejected.

19 So my question is, the original issue
20 45-G regarding tariff sheet R-25, what is the final
21 disposition?

22 MR. STOKES: Your Honor, this is Curt
23 Stokes.

24 JUDGE HATCHER: Yes, Mr. Stokes.

25 MR. STOKES: And if you look at the

1 same -- page 8 of the July 30th stipulation,
2 paragraph F states, The signatories agree that there
3 will be no changes to this section of the Company's
4 rules and regulations, specifically sheet R-25. Is
5 that -- does that help resolve your question?

6 JUDGE HATCHER: Yes, it does. But I got
7 to -- I'm not finding where you're looking at. I'm on
8 page 8.

9 MR. STOKES: Page 8, paragraph F on usage
10 estimating -- estimating procedure, the first full
11 paragraph there.

12 JUDGE HATCHER: Yep. I found it. Thank
13 you very much.

14 MR. STOKES: Absolutely. Yeah.

15 JUDGE HATCHER: Next, I want to move to
16 COVID-19 AAO. This was issue -- I don't have the
17 issue number here. It's in paragraph 3 of the
18 stipulation.

19 My question: Of the 6.2 million --
20 that's the stipulated amount and I'm rounding. Of the
21 6.2 million stipulated amount to be amortized over
22 five years, can you quantify the amount specific to
23 Spire East and Spire West? And I'll open that up to
24 anyone that knows.

25 MR. WEITZEL: Judge, this is Scott

1 Weitzel with Spire. I believe -- I could check with
2 Staff, but I believe that we could do that if needed.

3 MS. MYERS: And Judge, that's true. We
4 could do that -- provide that information. It would
5 just take us a short amount of time. Probably a few
6 minutes.

7 JUDGE HATCHER: Okay

8 MS. MYERS: So if you'd like to come back
9 to that, we could provide that.

10 JUDGE HATCHER: Perfect. My next
11 question on Covid -- and my only other question on
12 Covid -- is what amount will be included in rates for
13 East and West? What amounts would be included in
14 rates?

15 MS. MYERS: So Staff is running this.
16 We're going to look that up as well.

17 JUDGE HATCHER: Perfect. Thank you.
18 I'll move on to propane storage. And to give everyone
19 a sense of where we're at, this is my third of six
20 issues I want to touch on. And it's the third of four
21 for the July 30th stipulation.

22 Propane storage, in the stipulation this
23 is paragraph 28. What is the value of the propane
24 storage depreciation expense and rate-base that will
25 be included in rates under the stipulation? What is

1 the value of the propane storage depreciation expense?

2 MR. WEITZEL: Judge, this is Scott with
3 Spire. We would need some time to track that down for
4 you.

5 JUDGE HATCHER: Okay.

6 MR. WEITZEL: And Judge, can you repeat
7 your second question? Minus depreciation expense --
8 the value of depreciation expense?

9 JUDGE HATCHER: What is the value of the
10 propane storage depreciation expense and rate-base
11 that will be included in rates under the stipulation?

12 Also on propane storage, does that value
13 number include the 10.7 million dollar rate-base
14 addition for propane inventory? Is the propane
15 included in inventory still available as of May 31st,
16 2021 for use by Spire?

17 I'm going to read the next two questions,
18 but I think what I'm going to end up doing is issuing
19 an order asking for responses to give the Company a
20 little time. My next two questions on propane
21 storage: Is the Appendix A, page 2 of 4, LP total
22 revenues of 12,417 the normalized revenues from
23 propane sales? If not, what amount of propane sales
24 revenues are included in Spire's cost-of-service?

25 And fourth question: Spire witness

1 Robert Noekler stated in his rebuttal testimony that
2 the propane assets are no longer used and useful. So
3 why would it be appropriate to include the propane
4 assets in rate-base and the depreciation expense in
5 rates?

6 Like I said, I am willing to move on to
7 my next issue. It sounds like Spire would like a few
8 days -- some time to respond to that? Okay.

9 MR. WEITZEL: Judge, that's very helpful
10 and a good recommendation of issuing the order just to
11 check those handful of questions for you.

12 JUDGE HATCHER: Perfect. We can do that.
13 Let's move on. My fourth and last issue for the
14 July 30th stipulation, AMI opt-out. This is item --
15 or paragraph 29 in the stipulation. And I'm going to
16 read from that paragraph.

17 It states, Spire's rules and regulations,
18 "adjustment for heat content," will be renamed to
19 "automated meter reading opt-out." Would you please
20 clarify if the existing "adjustment for heat content"
21 will be -- and here's my question -- will it be
22 renamed or replaced with the automated meter reading
23 opt-out proposed tariff?

24 MR. WEITZEL: Hello, Judge. This is
25 Scott Weitzel with Spire. This will be removed since

1 we're going from them to Ccf for all of Spire
2 Missouri. It's replacing that with the opt-out. So
3 there will no longer be needed an adjustment for heat
4 content in our tariffs or rules and regs.

5 JUDGE HATCHER: I see. Okay. Excellent.
6 Thank you.

7 The draft rule -- and I'm still talking
8 about the draft automated meter reading opt-out
9 rule -- language states, quote, Customers receiving
10 residential gas service have the option of refusing
11 the installation of remotely met-- read metering or
12 requesting the removal of previously installed
13 remotely read metering.

14 And in Mr. Rieske's testimony during the
15 evidentiary hearing -- and that is August 3rd, so
16 Monday, around the 1 hour and 36 minute mark and also
17 the 1 hour and 40 minute mark -- he stated the
18 following: All residential diaphragm meters in Spire
19 West have a device attached that allows them to be
20 read by a van driving by. Ultrasonic meters in the
21 West currently functioning as AMR meters are also read
22 in the same manner as diaphragm meters, which is by a
23 van that drives by. Residential diaphragm meters in
24 East, which have an attached AMR device, are currently
25 read by a fixed network, which transmits meter

1 readings through the network without the need for a
2 van to drive by.

3 We heard about that testimony with the
4 satellites -- or I'm sorry, the antennas.

5 Ultrasonic meters added to the East will
6 be read by a van that drives by, similar to all of the
7 meters in the West.

8 Sorry for the long set-up. Here's the
9 questions. How are the terms "remote reading" or
10 "remotely read" that were used in the draft rule, how
11 are those terms defined? Remote reading and remotely
12 read.

13 MR. APLINGTON: Judge, I believe that
14 that is intended to apply to all of the situations
15 that you've described where meters are read other than
16 by a person physically standing at the meter reading
17 the dials. So that -- that would apply to all of the
18 different fixed network and van-read scenarios.

19 This is really intended for someone who
20 does not want any kind of transmitting device on their
21 meter, to have an option to have a technician
22 physically come to their house and just read the dials
23 and record that measurement.

24 JUDGE HATCHER: Will the 30 dollar per
25 month charge only apply to meters that are manually

1 read? In other words, an employee that has to go to
2 the meter to read the meter?

3 MR. APLINGTON: That's correct, Judge.

4 JUDGE HATCHER: Okay. If a customer
5 opt-out of the new ultrasonic meters and wants -- so
6 if a customer opts out of the new ultrasonic meter and
7 wants to keep their existing meter, if the existing
8 meter is a diaphragm meter with that AMR device, would
9 this customer be charged 30 dollars per month?

10 MR. APLINGTON: Yes. The 30 dollar
11 charge is really intended to compensate the company
12 for time to send a technician to manually read a
13 meter, whether that's a diaphragm or an ultrasonic. I
14 think it -- that's not really the distinction. It's
15 more about whether the device is actually going to
16 send reads or have reads be collected versus someone
17 physically there at the premises.

18 JUDGE HATCHER: I think the question is
19 maybe a little simpler than what we're thinking. The
20 customer opts out of the new meter, wants to keep
21 their existing meter which would still be read by the
22 van driving by. Would that customer get the 30 dollar
23 charge? So they've refused the new meter, but they're
24 still on the -- they have the attachment for the AMR.

25 MR. APLINGTON: I'm tracking you now,

1 Judge. No, no, they would not be charged.

2 JUDGE HATCHER: Okay. In Spire Missouri
3 East where the diaphragm meters with AMR devices are
4 read on the -- are read on a fixed network and the new
5 ultrasonic meters installed as of June 29th, 2021 will
6 be read by a van, do both of those constitute being
7 remotely read?

8 MR. APLINGTON: Yes, they do.

9 JUDGE HATCHER: Okay. Last question.
10 Does the stipulation include the suggestion from Staff
11 in Claire Eubanks' rebuttal testimony, page 3, lines 1
12 through 11 -- does the stipulation include Ms.
13 Eubanks' suggestion recommending that the 100 dollar
14 meter set-up charge only apply in situations where the
15 company has incurred additional expense related to the
16 customer's decision to opt out of the standard
17 metering?

18 MR. APLINGTON: Yes. Judge, this is Matt
19 Aplington again. I think that's the intention here is
20 that the hundred dollars is for -- to reimburse the
21 company for a trip to go out to change the metering
22 equipment. So if, for example, a customer built a new
23 house and communicated to us on the front end that
24 they wanted to opt out of certain metering equipment,
25 there would not be any additional cost, you know. It

1 would still just be one trip, so the hundred dollar
2 set-up would not apply. That's only to reimburse for
3 a second trip, which is I think the point of her
4 suggestion.

5 MS. MYERS: And Judge, from Staff's
6 perspective, I agree with Mr. Aplington's statement.
7 In fact, I would point to language in that document,
8 the Stipulation and Agreement, second-to-last sentence
9 on page 10 that says, The one-time meter set-up charge
10 will apply only to customers who request to opt out
11 after initial standard meter installation. So --

12 JUDGE HATCHER: I think the question is
13 more focused on the expense. We heard testimony that
14 a lot of the -- the meter replacements that have been
15 going on were instances where the company was out at
16 the property already.

17 So I'm almost reading this question to be
18 more of you're already out at the property -- the
19 current meter broke and so you're going to replace it.
20 And the customer at that point says I don't want the
21 ultrasonic -- I want the new one. The Company hasn't
22 incurred additional expense I think is the question.
23 At that point you could just swap it out because
24 you're already there. So how does the settlement
25 address that?

1 MR. APLINGTON: Yeah. Your Honor, I
2 agree with -- with Staff counsel's assessment. I
3 think in that instance, there would not be any
4 additional incremental cost either to the company or
5 to the customer because there had not yet been
6 installation of standard metering equipment, which was
7 then replaced by something else. So you have to have
8 had a meter installed already and then have a
9 different meter actually installed after that in order
10 to incur the hundred dollars.

11 So if we're in the middle of the process
12 of a meter swap out and we hear from a customer that
13 they want to opt out, then there would not have been a
14 first and second installation and, therefore, no
15 hundred dollar set-up would be -- would be due.

16 JUDGE HATCHER: Thank you. That ends my
17 questions on the July 30th stipulation and I just want
18 to --

19 MR. CLIZER: Your Honor?

20 JUDGE HATCHER: Yes.

21 MR. CLIZER: John Clizer with the OPC.

22 JUDGE HATCHER: Yes.

23 MR. CLIZER: I don't want to add further
24 confusion. I generally have been agreeing with most
25 of what was said here. I just wanted to clarify a

1 point. Is your understanding that customers would be
2 able to opt out of the ultrasonic meters and retain a
3 diaphragm meter? Because the opt-out provision
4 addresses the AMI functionality of it, not necessarily
5 I think the actual methodology of the meter itself,
6 whether it's diaphragm or ultrasonic. I feel like
7 there might be a point of confusion there.

8 JUDGE HATCHER: That's on my end for not
9 restating the correct jargon. My interest was in the
10 additional expense, how -- how that worked. If there
11 was additional expense, I -- my understanding from
12 Ms. Eubanks' testimony was that it was that additional
13 expense that would be recovered. So that if there
14 wasn't, regardless of whether it was ultrasonic or AMR
15 or diaphragm or an AMR device, that additional expense
16 was my focus. Does that --

17 MR. CLIZER: Yeah, that's fine. I just
18 wanted to make sure that the Commission was not
19 operating under the assumption that this provision was
20 designed to allow customers to opt out of receiving a
21 diaphragm -- sorry, an ultrasonic meter in favor of a
22 diaphragm meter. It's exclusively related to the
23 meter reading mechanism, as I understand it, unless
24 opposing counsel wishes to speak up.

25 JUDGE HATCHER: No, sir, I'm following.

1 MR. APLINGTON: That's correct, John.

2 Thank you.

3 JUDGE HATCHER: All right. I want to
4 wrap up where we're at real quickly. I am going to
5 issue an order for responses on the propane storage
6 questions. We have concluded our discussion of the
7 July 23rd stipulation and the July 30th stipulation.

8 Before I move onto the August 5th
9 stipulation, I want to call one more time. We do have
10 all of the Commissioners participating today. And to
11 unmute, it is star six if you're on the phone. Are
12 there any Commissioner questions on the July 30th
13 stipulation?

14 Okay. Hearing none --

15 COMMISSIONER KOLKMEYER: Yes, Judge.

16 JUDGE HATCHER: Yes, go ahead,
17 Commissioner Kolkmeier.

18 COMMISSIONER KOLKMEYER: Yes. I just had
19 a question whether Spire used the propane storage
20 during the February real cold spell?

21 MR. WEITZEL: Hello, Commissioner. This
22 is Scott Weitzel with Spire. Spire did not use the
23 propane facilities during the February polar vortex.

24 COMMISSIONER KOLKMEYER: Okay. Thank
25 you.

1 JUDGE HATCHER: Okay. Let's move on to
2 the August 5th Non-Unanimous Stipulation and
3 Agreement.

4 MS. MYERS: Judge, before we move on,
5 would you like Staff -- we did get those COVID-19
6 numbers for you, the AAO numbers broken apart by East
7 and West. Would you like us to provide those now?

8 JUDGE HATCHER: Yes. Perfect timing.

9 MS. MYERS: Sorry -- sorry to go back to
10 the July 30th agreement. So this is in regards to the
11 July 30th agreement. It's paragraph 3 where the total
12 amount is referenced there.

13 Based on Staff's calculation, if -- the
14 total amount broken apart by Spire East and West is as
15 follows: So for Spire East it's 2,115,294 dollars;
16 for Spire West the total is 4,116,015 dollars.

17 Judge, I also think you asked what would
18 the then amortization amount built into rates yearly
19 be. So the total yearly amortization amount, which
20 again is Spire East and West, is 1,246,202 dollars.

21 JUDGE HATCHER: That was for East?

22 MS. MYERS: No, that is the total amount

23 JUDGE HATCHER: Okay. Thank you.

24 MS. MYERS: Sure. Broken apart for East
25 and West is as follows: Spire East amortization

1 amount is 423,059 dollars; Spire West's amortization
2 is 823,203 dollars.

3 JUDGE HATCHER: Thank you, Counsel.

4 Okay. Let's turn to our August 5th Non-Unanimous
5 Stipulation. Let's turn to Spire to start us off.

6 MS. BOCKSTRUCK: Thank you, Judge. May
7 it please the Commission. The August 5th, 2021
8 Non-Unanimous Stipulation and Agreement represents the
9 collective effort among the signatories to make
10 improvements to the Company's limited income program
11 that would widen the net of availability of program
12 funds to more customers and better assist eligible
13 customers in paying down their arrearages.

14 As part of this agreement, Spire has
15 agreed to contribute 650,000 dollars annually towards
16 the Payment Partner Program using Company funds. The
17 Company has also agreed to implement the Spire
18 Critical Needs Pilot Program to better assist its
19 customers in critical or medical need.

20 The agreement increases the overall
21 funding amount for the low-income multi-family
22 programs that we currently co-deliver and allows Spire
23 to utilize rollover funding from fiscal year '21 to
24 budget for the noncludal (phonetic) of low-income
25 multi-family programs, which broadens the outreach of

1 the Company's energy efficiency program to help more
2 customers.

3 The Company believes that this agreement
4 enhances stakeholder involvement in a manner designed
5 to improve company programs and will ultimately inure
6 to the benefit of Spire customers, particularly at a
7 time when assistance is most needed.

8 Here today to answer any questions the
9 Commission may have regarding the agreement is Adriane
10 Yates and Shaylyn Dean. Thank you.

11 JUDGE HATCHER: Thank you, Counselor.
12 Let's turn to Staff. Ms. Myers, did you already cover
13 this in your general opening?

14 MS. MYERS: Yes, Judge. We don't --
15 Staff does not have any specific comments to the
16 remaining Settlement Agreements other than our general
17 applicable comments. That said, you know, I am here
18 as well as some other Staff members to answer any
19 questions. Thank you.

20 JUDGE HATCHER: Excellent. Any other
21 parties wish to make a presentation on the August 5th
22 settlement?

23 Okay. Hearing none, we'll turn to
24 Commissioner questions. Are there any Commissioner
25 questions regarding the August 5th stipulation?

1 All right. Hearing none, the judge does
2 have a couple. On gross receipts tax -- and I'm going
3 to be looking at paragraph 6, which addresses the
4 gross receipts tax. It states, "Spire will calculate
5 the GRT -- that stands for gross receipts tax -- line
6 item on customer bills in conformity with its tariff
7 and applicable laws."

8 Can the parties identify the specific
9 tariff sheets where the gross receipts tax collection
10 is explained?

11 MR. CLIZER: I can, but you're going to
12 have to give me a minute to look up what the numbers
13 are again. So give me one second.

14 JUDGE HATCHER: Okay. I'll move on to my
15 next question and come back to Mr. Clizer. Thank you
16 for your assistance.

17 Can Spire provide copies of the
18 applicable laws that the parties are referring to in
19 the stipulation? And I'm going back to that line that
20 says Spire will calculate the gross receipts tax line
21 item on customer bills in conformity with its tariff
22 and applicable laws. So my question is, can Spire
23 provide copies of those applicable laws?

24 MR. APLINGTON: So Judge, this is Matt
25 Aplington from Spire. There are a couple of different

1 layers of authority I think when it comes to the
2 citation to laws. So there's one or several GRT
3 enabling statutes which we can certainly provide the
4 citation for. But what this is really intended to
5 capture is the various ordinances that are enacted by
6 each individual municipality taxing district as to how
7 gross receipts tax should be calculated in that
8 municipality specifically.

9 We -- we have several hundred, at a
10 minimum, municipalities with different GRT ordinances.
11 We could potentially pull all of those if that's
12 something that the Commission would be interested in
13 reviewing, but it is -- it is a rather voluminous and
14 time-consuming exercise.

15 JUDGE HATCHER: Let's put a pin in that.
16 What I'm going to do is go back and ask for some
17 clarification if the request is for the statute
18 numbers, but I think it's for the municipality-enacted
19 ordinances. If it is for the municipality ordinances,
20 I will -- either way, I will include whatever the
21 outcome is in our order that we did for propane.

22 Okay. Mr. Clizer? Still working?

23 MR. CLIZER: Yes, sorry. I can say that
24 the -- the sheet from -- the current effective tariff
25 sheet for Spire Missouri East is Sheet Number 14.

1 JUDGE HATCHER: All right. We're going
2 to go ahead and move on to the August 12th
3 stipulation. Mr. Clizer, are you ready or did you
4 want to take a minute?

5 MR. CLIZER: Feel free to move on. I'll
6 just jump in when I find the other one.

7 JUDGE HATCHER: Sounds like a plan. We
8 have now concluded our questions on the July 23rd,
9 July 30th and August 5th stipulations. This is our
10 fourth and last stipulation that we'll hear
11 presentation on. This is the August 12th partial
12 stipulation and it covers two issues; pensions and
13 OPEBs, and also property taxes. We'll start off, as
14 we have been, with the Company. Ms. Bockstruck.

15 MS. BOCKSTRUCK: Thank you, Judge. Just
16 briefly. The August 12th, 2021 Partial Stipulation
17 and Agreement between Spire and Staff resolves issues
18 relating to pension, other post-employment benefits,
19 or OPEBs, and property tax.

20 This agreement includes a tracker for
21 pensions and OPEBs that will allow incurred costs to
22 be tracked and reconciled in future rate case
23 proceedings. The Company has Tim Krick available to
24 answer any questions the Commission may have on this
25 agreement. Thank you.

1 JUDGE HATCHER: Thank you. And I will
2 call for any other counsel that would like to make a
3 presentation. All right. Mr. Weitzel, it looks like
4 you wanted to say something? I'm sorry to call you
5 out.

6 MR. WEITZEL: No, you're fine, Judge.
7 You're -- you're correct. You could read me. For the
8 West side, it's Tariff Sheet 14, back to the property
9 tax.

10 JUDGE HATCHER: Oh, excellent. Thank
11 you.

12 MR. WEITZEL: GRT -- excuse me, GRT.

13 JUDGE HATCHER: Excellent the. Thank
14 you, Mr. Clizer. Thank you, Mr. Weitzel.

15 We have heard our presentation on the
16 August 12th stipulation. Again, and for the final
17 time, I will call for Commissioner questions. If
18 you're on a phone, it is star six to unmute. And
19 again, we do have all five Commissioners in
20 attendance.

21 Hearing no Commissioner questions, the
22 judge has one question. How is the settlement
23 different from the current treatment of pensions and
24 OPEBs? And I'll open that up to any of the parties.
25 I'll start off with a more detailed question. Is the

1 company currently -- and I'm sorry for the missing
2 jargon. Is the company abiding by the 80 percent
3 requirement? Okay. And so that has continued?

4 MS. BOCKSTRUCK: Yes, Your Honor. That's
5 correct. Yes.

6 JUDGE HATCHER: Okay. So it -- would it
7 be fair to say that the settlement is continuing the
8 current treatment of pensions and OPEBs? Okay. I'm
9 seeing nods of affirmation. Excellent.

10 That concludes our On-the-Record
11 Presentation. I have no other questions. The
12 Commissioners have no other questions. Are there any
13 other issues? And to summarize before I close this
14 out, I'm going to issue an order in the next day or
15 two directing responses on the propane storage
16 questions and also whether or not the request is for
17 Spire to provide the municipal ordinances in the GRT
18 calculation question. Are there any other issues that
19 counsel would like to bring up now before we close out
20 the hearing?

21 MR. WOODSMALL: Your Honor, this is Dave
22 Woodsmall for MECG. Not so much a question but a
23 request. I know you have information that you're
24 waiting on so you can process all these stipulations,
25 but my request is to the extent that that gets done

1 soon, I was hoping that we might be able to get the
2 stipulations approved so that we don't have to brief
3 those for -- in -- for September 7th. So that was all
4 I had.

5 JUDGE HATCHER: Yes. Thank you. My
6 intention is to hear from the Commissioners and then
7 proceed with all due speed.

8 MR. WOODSMALL: Thank you so much.

9 JUDGE HATCHER: I would anticipate
10 looking for an approval within the next few weeks.
11 And if we do get close to that deadline, I'll issue an
12 order explaining that any settled issues would need to
13 be briefed. We'll -- we'll try and wrap this up
14 before we get that far.

15 MR. WOODSMALL: Thank you.

16 JUDGE HATCHER: Absolutely.

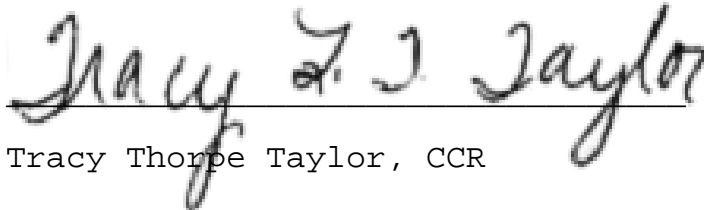
17 Hearing no other issues, we are off the
18 record. The hearing is adjourned. Thank you
19 everyone.

20 (WHEREUPON, the hearing was adjourned.)
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CERTIFICATE OF REPORTER

I, Tracy Thorpe Taylor, CCR No. 939, within the State of Missouri, do hereby certify that the testimony appearing in the foregoing matter was duly sworn by me; that the testimony of said witnesses was taken by me to the best of my ability and thereafter reduced to typewriting under my direction; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this matter was taken, and further, that I am not a relative or employee of any attorney or counsel employed by the parties thereto, nor financially or otherwise interested in the outcome of the action.


Tracy Thorpe Taylor, CCR

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