

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

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

NONUNANIMOUS STIPULATION AND AGREEMENT

COME NOW Spire Missouri Inc., d/b/a Spire (“Spire” or “Company”), the Missouri School Board Association (“MSBA”), and the Staff of the Missouri Public Service Commission (“Staff”) (collectively, “the Signatories”) by and through counsel, file this *Nonunanimous Stipulation and Agreement*, and respectfully state as follows:

BACKGROUND

1. On December 11, 2020, Spire filed a Request for Authority to Implement a General Rate Increase with the Missouri Public Service Commission.
2. MSBA applied for, and was granted, intervention.
3. After several discussions, the Signatories have reached a Stipulation and Agreement (“Agreement”) resolving all MSBA issues in this case among Signatories.
4. All other Parties¹ to this case have reviewed the Agreement and indicated that they have no objection.

AGREEMENT AMONG THE SIGNATORIES

5. The Signatories agree to amend Spire’s current School Transportation Program (“STP”) tariff, to reflect the following changes:

¹ All other Parties include the following: the Office of the Public Counsel, Midwest Energy Consumers Group, Legal Services of Eastern Missouri, Missouri Industrial Energy Consumers Group, Vicinity, Renew Missouri, National Housing Trust, Consumers Council of Missouri

a. Allow eligible school entities (“ESEs”) to select capacity from regionally available interstate pipelines as set forth in the tariff. Such request must be made in writing to the Company by September 1 of each year. Final determination of capacity release will be dependent upon operational availability as determined by the Company.

b. Better clarify that capacity will be provided to ESEs at cost. “At cost” shall be defined as: the blended capacity rate for all contracts on an interstate pipeline.

c. The formula for determination of how much capacity should be released during the winter and summer seasons will reflect 110% maximum daily usage based on the most recent 7 years of historical use. When historical use is not available, daily use will be determined by the Company using other available data as outlined in the tariff.

6. The proposed tariff, attached herein as Exhibit A, will be filed by Spire as a compliance tariff for this case upon approval of the Agreement. The attached specimen tariffs are to apply to both the East and West tariffs.

GENERAL PROVISIONS OF AGREEMENT

7. **Limitation of Scope:** This *Nonunanimous Stipulation and Agreement* is being entered into for the purpose of disposing of the issues specifically addressed herein. In presenting this *Nonunanimous Stipulation and Agreement*, none of the Signatories shall be deemed to have approved, accepted, agreed, consented or acquiesced to any procedural principle, and none of the Signatories shall be prejudiced or bound in any manner by the terms of this *Nonunanimous Stipulation and Agreement*, whether approved or not, in this or any other proceeding, other than a proceeding limited to the enforcement of the terms of this *Nonunanimous Stipulation and Agreement*, except as otherwise expressly specified herein. The Signatories further understand and agree that the provisions of this *Nonunanimous Stipulation and Agreement* relate only to the specific matters referred to in this *Nonunanimous Stipulation and Agreement*, and no Signatory

waives any claim or right which it otherwise may have with respect to any matter not expressly provided for in this *Nonunanimous Stipulation and Agreement*. The Signatories further understand and agree that no party to this *Nonunanimous Stipulation and Agreement* shall assert the terms of this Agreement as a precedent in any future proceeding.

8. **Interdependence and Non-Severability:** This *Nonunanimous Stipulation and Agreement* has resulted from negotiations and the terms hereof are interdependent. If the Commission does not approve this *Nonunanimous Stipulation and Agreement* in total, or approves it with modifications or conditions to which a Signatory objects, then this *Nonunanimous Stipulation and Agreement* shall be void and no Signatory shall be bound by any of its provisions. The agreements herein are specific to this proceeding and are made without prejudice to the rights of the Signatories to take other positions in other proceedings except as otherwise noted herein. If the Commission does not unconditionally approve this *Nonunanimous Stipulation and Agreement* without modification, and notwithstanding its provision that it shall become void, neither this *Nonunanimous Stipulation and Agreement*, nor any matters associated with its consideration by the Commission, shall be considered or argued to be a waiver of the rights that any Signatory has for a decision in accordance with RSMo. section 536.080 or Article V, Section 18, of the Missouri Constitution, and the Signatories shall retain all procedural and due process rights as fully as though this *Nonunanimous Stipulation and Agreement* had not been presented for approval, and any suggestions or memoranda, testimony or exhibits that have been offered or received in support of this *Nonunanimous Stipulation and Agreement* shall become privileged as reflecting the substantive content of settlement discussions and shall be stricken from and not be considered as part of the administrative or evidentiary record before the Commission for any further purpose whatsoever.

9. **Waiver of Procedural Rights:** If the Commission unconditionally accepts the specific terms of this *Nonunanimous Stipulation and Agreement* without modification, the Signatories waive, with respect to the issues resolved herein, their respective rights: (1) to call, examine and cross-examine witnesses pursuant to RSMo. section 536.070(2); (2) to present oral argument and/or written briefs pursuant to RSMo. section 536.080.1; (3) to the reading of the transcript by the Commission pursuant to section RSMo. 536.080.2; (4) to seek rehearing pursuant to RSMo. section 386.500; and (5) to judicial review pursuant to RSMo. section 386.510, provided however that the Verified Applications and Updates submitted by Spire on behalf of Spire East and Spire West shall be received into evidence for the sole purpose of providing an evidentiary foundation for this *Nonunanimous Stipulation and Agreement*. These waivers apply only to a Commission order respecting this *Nonunanimous Stipulation and Agreement* issued in this above-captioned cases and do not apply to any issues or matters raised in any prior or subsequent Commission order, or any issue or other matters not explicitly addressed by this *Nonunanimous Stipulation and Agreement*.

10. **Merger and Integration:** This *Nonunanimous Stipulation and Agreement* contains the entire agreement of the Signatories concerning the issues addressed herein. The intent of the Signatories to this *Nonunanimous Stipulation and Agreement* has been fully and exclusively expressed in this document and the attachments appended hereto.

WHEREFORE, the Signatories request the Missouri Public Service Commission issue an order approving the terms and conditions of this *Nonunanimous Stipulation and Agreement*.

Respectfully Submitted,

/s/Goldie T. Bockstruck

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ATTORNEYS FOR SPIRE MISSOURI INC.

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing pleading was served on all parties to this case on 23rd day of July 2021 by electronic mail.

/s/ Goldie T. Bockstruck

P.S.C. MO. No. 9

Original

SHEET No. 15

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

EXPERIMENTAL SCHOOL TRANSPORTATION PROGRAM
STP

A. Overview:

Pursuant to Section 393.310 of the RSMo, the Company shall permit eligible school entities ("ESEs"), as defined in such section, to participate in an experimental program under which the natural gas supply and transportation requirements of participating ESEs are aggregated by a not-for-profit school association ("Association") on behalf of such ESEs. The Association shall be responsible for the acquisition of the ESEs' aggregated gas supplies and delivery of such supplies to the Company's distribution system in accordance with Section C below. The Company shall provide distribution service to the ESEs by delivering such gas supplies acquired by the Association to the ESEs' premises.

B. Availability of Service:

This service shall be available to all ESEs. By September 1 of each year, the Association shall provide the Company with an initial list of each school premise, including the address and the Company account number, where such service is to be provided starting the following November. By November 1 the Association may supplement such list so long as the additional projected aggregation volumes resulting from such supplement do not exceed the original projected volumes by more than 20%. The aggregation service for any customers added between September 1 and November 1 shall commence January 1.

C. Supply Planning Obligations:

1. By October 1 each year the Company shall provide the Association with an initial temperature based equation ("Delivery Schedule") which will be used by the Association as a guide to determining the daily amount of natural gas the Association must arrange for delivery into the Company's distribution system to meet the gas supply requirements of the participating schools during the subsequent 12 months ending October 31 period ("Aggregation Year"). However, the Company and the Association may make adjustments as needed to the requirements indicated by the Delivery Schedule in order to reflect the consumption pattern of the schools throughout the year and to minimize the accumulation of the imbalances as described in Section D below. The Delivery Schedule shall consist of the sum of the estimated base load and estimated heating load for all of the participating ESEs as such estimated loads are described in Sheet No. R-25 of the Company's tariff. The Normalization Adjustment Factors described in Sheet No. R-25 are set forth in Section I. (The equation will reflect, among other factors, unaccounted-for-gas, as a percentage of sales, that will be determined annually by the Company. The Company shall notify the Association of such percentage by October 1, which percentage shall consist of a base level of 2.5%, adjusted for the departure of actual unaccounted-for-gas from such base level in the previous Actual Cost Adjustment year.) By December 1 the Company shall provide the Association with a revised Delivery Schedule which will be used by

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DATE EFFECTIVE: January 10, 2021

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Original

SHEET No. 15.1

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

EXPERIMENTAL SCHOOL TRANSPORTATION PROGRAM
STP

C. Supply Planning Obligations (continued):

the Association as a guide to determining the daily amount of natural gas the Association must arrange for delivery into the Company's distribution system to meet the gas supply requirements of the participating schools during the subsequent January 1 through October 31 period.

2. Once per week during the October 15 through April 30 period, the Company shall provide the Association with the forecasted daily temperature for the one week period beginning the next day. Such forecast is to be used by the Association with the Delivery Schedule, adjusted as described in Section C.1. above ("Adjusted Delivery Schedule"), to determine the daily delivery requirements for such week. If for any business day during the October 15 through April 30 period the Company or the pipeline issues a critical day flow order or period of curtailment, or the Company determines a system operational need, then by 9:00 a.m. of such day the Company shall provide the Association with the applicable following day's (days') forecasted daily temperature that is to be used by the Association with the Adjusted Delivery Schedule to determine the applicable following day's (days') delivery requirements. The information under this paragraph shall normally be provided by email.

D. Imbalances:

Any difference between the total volumes delivered to all of the participating ESEs and the volumes of gas nominated by the ESEs' agent for delivery into the Company's distribution system, after adjusting for the differences that arise from the Company's revenue cycle billing of customers and the calendar month purchases of gas supplies, shall be accumulated in an imbalance account. Any over-delivery or under-delivery of gas in such imbalance account shall be used to ratably increase or reduce the amount of gas the Association must arrange for daily delivery into the Company's distribution system in the subsequent month.

E. Transportation Capacity:

The Company will release to the participating ESEs or their agent, primary firm transportation capacity on Enable Mississippi River Transmission Corporation and/or Spire STL (for Spire East) and Southern Star Central (for Spire West) interstate pipelines at the Company's cost of such capacity in accordance with the capacity release procedures contained in the respective Federal Energy Regulatory Commission approved pipeline tariff. The cost of capacity shall be the blended capacity rate for all contracts on an interstate pipeline. Participating ESEs may also specify which of the aforementioned pipelines it would like to take capacity from by making request to the Company. Such requests must be made annually in writing, by September 1 of each year. Final determination on capacity release will be based on operational availability by the Company.

Such capacity shall be released to and taken by the party designated by the Association on a recallable basis, but will not be recalled by the Company unless requested by the Association and agreed to by the Company, or unless the Association fails to deliver gas supplies in accordance with the Adjusted Delivery Schedule, as further adjusted for any imbalance, as set forth in Section G. The amount of capacity released during the respective November through March winter month season and April through October summer month season shall equal 110% of the maximum daily use based on the most recent seven years of usage for each respective season, as adjusted for Association account additions and drops. If

such maximum daily use history is not available, Company shall estimate such maximum daily use based on other available data, including sample daily school use, school calendars, school cancellations, weather algorithms, maximum daily nominations and factors described in Sheet No. R-25 of the Company's tariff for such ESE and the peak monthly degree days that occurred during the most recent seven years.

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Original

SHEET No. 15.2

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

EXPERIMENTAL SCHOOL TRANSPORTATION PROGRAM
STP

E. Transportation Capacity (continued):

F. Billing, Payment and Reporting Responsibilities

Each month the Company shall bill each eligible entity for gas metered at each entity's premise at the non-gas distribution rates under which service is provided to such entity. In addition, the Company shall bill each ESE an Aggregation Fee and a Balancing Fee plus any additional charges and Incremental Costs as described in Sections G and H below.

Aggregation Fee

An ESE enrolled in the STP shall be assessed an Aggregation Fee of \$0.003 per Ccf for all gas delivered. This fee is subject to adjustment on an annual basis.

Balancing Fee

An ESE enrolled in the STP shall be assessed a Balancing Fee of \$0.002 per Ccf for all gas delivered through any meter on which EGM equipment is not installed. This fee is intended to recover costs for such customers associated with any difference between actual daily deliveries and actual daily consumption. This fee shall be credited to the Purchased Gas Adjustment Clause and is subject to adjustment on an annual basis.

Payment for such service shall be due the later of the due date appearing on each individual bill or ten days from the date the Company submits an aggregated electronic billing statement, if any, to the Association. In the absence of such an aggregated billing statement, the Company shall provide individual ESE monthly billing data in electronic format to the Association. The Company shall be responsible for the periodic remittance of gross receipts taxes to each municipality for the most recent applicable billing period based on the non-gas distribution billings made to each customer. The Association shall be responsible for the periodic remittance of gross receipts taxes to each municipality for the most recent applicable billing period based on the natural gas and transportation services purchased directly by the Association on behalf of the ESEs located within each such municipality.

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Original

SHEET No. 15.3

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For: Spire Missouri

EXPERIMENTAL SCHOOL TRANSPORTATION PROGRAM
STP

G. Failure To Deliver Supplies:

As described above, the Association, on behalf of the ESEs, is obligated to deliver supplies into the Company's distribution system in accordance with the Adjusted Delivery Schedule, as further adjusted for any imbalance. In the event such supplies are not so delivered, the Company shall be entitled to convert the ESEs to regular sales service from the Company until the Association is able to resume the delivery of such supplies, and the aggregation service shall be temporarily suspended. The Company may terminate the aggregation service if the Association is unable to resume the delivery of such supplies within five business days, or if the Association has failed to make deliveries in accordance with the Adjusted Delivery Schedule for a third time within the same Aggregation Year. Except in a period when the Company's Basic Transportation customers are limited to their Daily Scheduled Quantities as described in Section C of the Company's Large Volume Transportation and Sales Service rate schedule, the ESEs shall have the option of paying the Unauthorized Use Charge for any volumes not delivered in accordance with the Adjusted Delivery Schedule. In the event the ESEs exercise this option, then such event will not be counted as a failure to deliver for purposes of this section. To the extent that the delivery failure occurs during a period when the Company's Basic Transportation customers are limited to their Daily Scheduled Quantities as described in Section C of the Company's Large Volume Transportation and Sales Service rate schedule, the Company shall bill the Association, on behalf of the ESEs, the Unauthorized Use Charge set forth in such section for each Ccf not delivered in accordance with the Adjusted Delivery Schedule.

H. Incremental Costs:

So as to ensure that this aggregation program will not have any negative impact on the Company or its other customers, and that the charges for the service produce revenues sufficient to recover all incremental costs of the service, charges for this service shall be adjusted, as necessary, to fully recover the incremental cost of providing the service, to the extent such costs are not otherwise recovered through other provisions of this tariff. Any under collection shall be recovered over a period of twelve months. Payments for capacity made available by the Company under Section E shall not be considered capacity release revenues, and shall be credited to the Deferred Purchase Gas Cost Account, provided that the Company may seek to recover, through an ACA adjustment, any losses in such revenues that the Company experiences as a result of making such capacity available, and provided further that the Company shall not be required to absorb the cost of any pipeline capacity formerly reserved to satisfy the requirements of the ESEs prior to the onset of the program.

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Original

SHEET No. 15.4

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

EXPERIMENTAL SCHOOL TRANSPORTATION PROGRAM
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I. Normalization Adjustment Factors:

The Normalization Adjustment Factors for each month to be used in the derivation of the Delivery Schedule described in Section C above are as follows:

October	1.2
November	1.3
December	1.6
January	1.8
February	1.7
March	1.6
April	1.3
May	1.2
June	1.1
July	1.0
August	1.0
September	1.1

J. Disposition of Gas Cost Differences Accrued Prior to November 1, 2007

Any differences accrued under the program prior to November 1, 2007 between the Association's cost of gas, including the aggregation and balancing fee, and the gas costs billed to the ESEs through the Company's Purchased Gas Adjustment rates shall continue to be flowed through to the ESEs until such cost differences are extinguished.

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