

Exhibit No.:
Issue(s): *Other Tariff Issues*
Witness: *Anne M. Crowe*
Sponsoring Party: *MoPSC Staff*
Type of Exhibit: *Direct Testimony*
Case No.: *GR-2025-0107*
Date Testimony Prepared: *May 7, 2025*

MISSOURI PUBLIC SERVICE COMMISSION

FINANCIAL & BUSINESS ANALYSIS DIVISION

PROCUREMENT ANALYSIS DEPARTMENT

DIRECT TESTIMONY

OF

ANNE M. CROWE

**SPIRE MISSOURI INC.,
d/b/a Spire**

CASE NO. GR-2025-0107

Jefferson City, Missouri
May 2025

DIRECT TESTIMONY

OF

ANNE M. CROWE

**SPIRE MISSOURI INC.,
d/b/a Spire**

CASE NO. GR-2025-0107

Q. Please state your name and business address.

A. My name is Anne M. Crowe, P.O Box 360, Jefferson City MO 65102.

Q. By whom are you employed and in what capacity?

A. I am employed by the Missouri Public Service Commission (“Commission”) as a Lead Senior Regulatory Auditor in the Procurement Analysis Department, Financial and Business Analysis Division.

Q. Have you provided your education and employment background as well as a list of cases in which you have filed testimony?

A. Yes. Please see Schedule AMC-d1.

Q. What is the purpose of your direct testimony?

A. The purpose of my testimony is to recommend changes to Spire Missouri Inc., d/b/a Spire’s (“Spire Missouri” or “Spire East” or “Spire West”) Transportation Tariffs in order to reinstate the Contract Demand Option tariff provisions that were previously removed. The Contract Demand Option is only applicable to Spire West’s Large Volume Transportation Service customers.

Q. What is the Contract Demand Option?

A. Generally, a transportation customer arranges for its own gas supply and interstate pipeline transportation to deliver its gas supply to Spire West’s distribution system.

1 Spire West then delivers that supply to the transportation customer's facilities. However, Spire
2 West's Large Volume Transportation customers have the option to elect contract demand
3 service. A transportation customer electing the Contract Demand Option pays a fixed rate
4 per Ccf¹ of contract demand each month which allows the transporter to utilize Spire West's
5 gas supply when its marketer does not deliver supply and even during an Operational Flow
6 Order² or Period of Curtailment³ up to its contract demand level without incurring a penalty.
7 All revenue received from the contract demand option service is credited to the Purchased Gas
8 Adjustment ("PGA")/Actual Cost Adjustment ("ACA") account.

9 Q. Why is Staff recommending to reinstate the Contract Demand Option tariff
10 provisions applicable to Spire West's Large Volume Transportation Service?

11 A. In Spire Missouri's prior general rate case, Case No. GR-2022-0179, the
12 transportation service tariffs for Spire East and Spire West were combined to bring more
13 uniformity between the two operating divisions. During this combination, some portions of the
14 tariffs specifying the requirements of the Contract Demand Option were removed. In addition
15 to removing portions of the Contract Demand Option language, Spire Missouri stated that the
16 contract demand option paragraphs were inadvertently included on Sheet No. 9.13 under the
17 Large General Transport rate but should have been included on Sheet No. 9.12 under the
18 Large Volume Transport rate.⁴ References to the Contract Demand Option were also removed
19 from Sheet No. 9.25 during Case No. GO-2024-0242. It was Staff's understanding at the time

¹ A Ccf is 100 cubic feet of natural gas.

² An Operational Flow Order ("OFO") is a Spire Missouri notice issued to transportation customers to control their usage for a specified period of time to protect the integrity of Spire's system, for example during extreme weather, or to ensure compliance with an OFO issued by an upstream pipeline.

³ Spire Missouri may declare a Period of Curtailment during times when supply is deficient and/or pipeline capacity is limited and may require sales service and transportation service customers to limit their use of Spire's system.

⁴ Response to Staff Data Request No. 0237.

1 that Spire West did not have any transportation customers who had elected the Contract
2 Demand Option service. During its review of Spire West's 2022-2023 ACA during Case No.
3 GR-2023-0217, Staff found revenue related to this service. In a follow-up data request,
4 Spire Missouri provided a list of customer accounts that have elected to utilize the Contract
5 Demand Option.⁵ Staff recommends the requirements of the Contract Demand Option be
6 reinstated in Spire Missouri's Transportation Service tariff, as long as Spire West has customers
7 electing this service.

8 Q. What tariff revisions is Staff proposing?

9 A. Staff is proposing to add back into Spire Missouri's transportation tariffs the
10 previously removed references to the Contract Demand Option for Spire West's Large Volume
11 Transport in tariff Sheet Nos. 9.12, 9.13, 9.14, and 9.25. Staff's proposed tariff changes appear
12 in track changes as Schedule AMC-d2.

13 Q. Does this conclude your direct testimony?

14 A. Yes, it does.

⁵ Case No. GR-2023-0217, Data Request No. 0019.5.

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of Spire Missouri Inc. d/b/a Spire's)
Request for Authority to Implement a General)
Rate Increase for Natural Gas Service Provided)
in the Company's Missouri Service Areas)

Case No. GR-2025-0107

AFFIDAVIT OF ANNE M. CROWE

STATE OF MISSOURI)
)
COUNTY OF COLE) ss.

COMES NOW ANNE M. CROWE and on her oath declares that she is of sound mind and lawful age; that she contributed to the foregoing *Direct Testimony of Anne M. Crowe*; and that the same is true and correct according to her best knowledge and belief.

Further the Affiant sayeth not.



ANNE M. CROWE

JURAT

Subscribed and sworn before me, a duly constituted and authorized Notary Public, in and for the County of Cole, State of Missouri, at my office in Jefferson City, on this 2nd day of May 2025.





Notary Public

Anne M. Crowe

Educational and Employment Background

My current position is a Lead Senior Utility Regulatory Auditor with the Missouri Public Service Commission. I graduated from the University of Missouri in Columbia with a Bachelor of Science degree in Accounting in 1989. I am currently a licensed Certified Public Accountant in the state of Missouri.

During college and after graduation, I worked for Capital Bank as a Teller, New Accounts Representative, and temporary Branch Manager. In 1990, I began PSC employment as a Regulatory Auditor in the Accounting Department (now known as the Auditing Department). My duties included assisting with audits and examinations of the books and records of utility companies operating within the state of Missouri.

In October 1993, I obtained my position as a Regulatory Auditor in the Procurement Analysis Department (PAD). My responsibilities include reviewing and analyzing amounts charged by natural gas local distribution companies (LDCs) through the Purchased Gas Adjustment (PGA)/Actual Cost Adjustment (ACA) mechanism. Since my time in the PAD, I have participated in general rate cases, complaint cases, merger and acquisition cases, formal tariff cases, and investigation cases. I have also sponsored in whole or part of staff Memorandum recommendations in numerous PGA/ACA cases. Please see the attached table for a list of cases and issues in which I have sponsored testimony.

ANNE M. CROWE

SUMMARY OF TESTIMONY

Company Name	Case Number	Issues
Spire Missouri Inc.	GR-2022-0179	Transportation Tariff Penalty Provisions
Spire Missouri Inc.	GR-2021-0108	Gas Supply Incentive Plan
Union Electric Company	GR-2019-0077	Rolla Incremental PGA
Missouri Gas Energy	GR-2017-0216	School Transportation Program, Gas Supply Incentive Plan, Off-System Sales and Capacity Release Sharing Mechanism, Gas Supply and Transportation Standards of Conduct
Laclede Gas Company	GR-2017-0215	Gas Supply Incentive Plan, Off-System Sales and Capacity Release Sharing Mechanism, PGA/ACA Tariff, Gas Supply and Transportation Standards of Conduct
Missouri Gas Energy	GE-2011-0282	Waiver Request
Laclede Gas Company	GC-2011-0006	Stipulation and Agreement in Case No. GM-2001-342
Laclede Gas Company	GR-2010-0171	Natural Gas Underground Storage and Gas Supply Incentive Plan
Missouri Gas Energy	GR-2009-0355	Capacity Release and Off-System Sales
Missouri Gas Energy	GR-2007-0256	Billing Error
Union Electric Company	GR-2007-0003	Gas Inventory, ACA documentation
Missouri Gas Energy	GR-2006-0422	Gas Inventory, Uncollectible Expense, and ACA documentation
Missouri Gas Energy	GR-2004-0209	Gas Inventory, Capacity Release and Gas Purchasing Practices
Union Electric Company	GR-2003-0517	Gas Inventories
Missouri Gas Energy	GR-2001-382, GR-2000-425, GR-99-304 & GR-98-167 (Consolidated)	Purchasing Practices; Refunds

Cont'd Anne M. Crowe
Summary of Testimony

Company Name	Case Number	Issues
Atmos Energy Corporation and United Cities Gas Company	GR-2001-396 & GR-2001-397 (Consolidated)	Purchasing Practices – Neelyville; Purchasing Practices-Consolidated District; Deferred Carrying Cost Balance; Propane
UtiliCorp United Inc. and St. Joseph Light and Power Company	EM-2000-292	Conditions to be Made Part of Approved Merger
St. Joseph Light and Power Company	GR-99-246	Natural Gas Inventory Prices
Ozark Natural Gas Company	GA-98-227	Cost of Gas per Dth; Reliability of Supply and Transportation
Missouri Gas Energy	GR-98-140	Natural Gas Storage Inventory Prices
Missouri Public Service	GR-96-192	Winter Storage Allocation; Overrun Penalties
Union Electric Company	GR-97-393	Natural Gas Storage Inventory Prices
St. Joseph Light and Power Company	GR-96-47	Gas Purchasing Practices
Missouri Gas Energy	GR-96-285	Natural Gas Storage Inventory Prices
Ozark Natural Gas Company	GA-96-264	Cost of Gas per Dth; Reliability of Transportation
St. Louis County Water Company	WR-93-204	Rate Base; CWC; Dues & Donations; Misc. Expenses
United Cities Gas Company	GR-93-47	Rate Base; CWC; Dues & Donations; Misc. Expenses
Laclede Gas Company	GR-92-165	Payroll; Payroll Taxes; Employee Pensions and Benefits
Choctaw Telephone Company	TR-91-336	Payroll; Payroll Taxes; Employee Pensions/Benefits; Voucher Analysis; Other Misc. Expenses

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

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D. Rate (Continued):

For the Western Missouri Service Territory:

Net Monthly Bill

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

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

Fixed Monthly Charge: \$1238.36 per month

Volumetric Delivery Charge:

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

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

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

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

Maximum Delivery Charge: The delivery charge as stated above.

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.

Contract Demand Option

1. To the extent permitted by the Company's gas transportation agreements, initial Contract Demand levels will be accepted at any time and will continue through October 31 of the current year. Customers receiving service hereunder may elect to amend their Contract Demand level effective on each November 1 with at least one hundred and eighty (180) days prior written notice to the Company. Failure by an existing transportation

DATE OF ISSUE: ~~March 6, 2024~~

DATE EFFECTIVE: ~~April 5, 2024~~
~~August 3, 2024~~

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

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

TRANSPORTATION SERVICE
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D. Rate (Continued):

customer to make a Contract Demand election at the required time shall be sufficient cause for the Company to extend that existing Contract Demand level for the following year. Increases in the Contract Demand level may be made only with approval of the Company which shall not be withheld if (1) the next change by all customers eligible to specify Contract Demand level results in a decreased requirement for such gas large enough to accommodate the requested increase or (2) the net change results in an increased requirement and 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 in their Contract Demand level based on the proportion each customer's requested increase bears to the total increase requested by all customers.

2. The Company shall be bound only to provide natural gas to satisfy the customer's Contract Demand 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 Emergency Curtailment Plan contained in the Rules and Regulations 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 Contract Demand. In the event the customer, after such notice, fails to conform its usage to the level specified by the Company, it shall be liable for all applicable Unauthorized Use penalties as defined on Sheets 9.26 and 9.27.

For the Western Missouri Service Territory (continued):

Large General Transport

Fixed Monthly Charge: \$195.39 per month Volumetric

Deliver Charge:

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

\$0.13268 per Ccf

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

\$0.07646 per Ccf

Minimum Delivery Charge: The higher of the above rate for zero consumption plus applicable adjustments and surcharges, or the minimum as set forth by contract, but subject to the Company's Rendering and Payment of

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Schedule AMC-d2
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P.S.C. MO. No. 9
CANCELLING

P.S.C. MO. No. 9

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

SHEET No. 9.14
SHEET No. 9.14

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

TRANSPORTATION SERVICE
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D. Rate (Continued):

Bills rule contained in Section 6 of the Company's General Terms and Conditions. In no event may the minimum delivery charge be below an amount equivalent to:

Basic service charge plus \$0.00053 per Ccf.

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

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

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

For All Service Territories:

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

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

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

Fallback Commodity Rate – In the event the customer is not entitled to have gas delivered to the Company under an existing interstate pipeline transportation contract, or in the event of a zero-monthly nomination, then all deliveries to the customer in excess of any contracted Contract Demand level applicable to the Western Service Territory, shall be considered unauthorized use and shall be billed as Unauthorized Use penalties, as defined on Sheets 9.26 and 9.27.

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Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

TRANSPORTATION SERVICE
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F. Priority of Service (continued):

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

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

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

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

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

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

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