

**STATE OF MISSOURI
PUBLIC SERVICE COMMISSION**

At a session of the Public Service Commission held at its office in Jefferson City on the 25th day of January, 2023.

In the Matter of Spire Missouri, Inc. d/b/a Spire)
(East) Purchased Gas Adjustment (PGA) Tariff)
Filing)

File No. GR-2021-0127

ORDER APPROVING PARTIAL STIPULATION AND AGREEMENT

Issue Date: January 25, 2023

Effective Date: February 24, 2023

Spire Missouri Inc. d/b/a Spire filed tariff sheets on October 30, 2020, to reflect changes in its Purchased Gas Adjustment (PGA) clause and Actual Cost Adjustment (ACA) for its Spire Missouri East Operating Unit. The Commission previously determined in File No. GR-2017-0215 that a future ACA proceeding was the appropriate proceeding to address the Spire STL Pipeline transaction, and the Commission designated this ACA review as the appropriate review to address the prudence of those pipeline transportation costs. On December 19, 2022, the Commission issued a procedural schedule with an evidentiary hearing set for July 25, 2023, through July 26, 2023.

On January 6, 2023, the Staff of the Commission (Staff) and Spire filed a *Partial Stipulation and Agreement* (Stipulation) resolving some of the issues in this case. The Stipulation resolves the only monetary dispute between Staff and Spire concerning the prudence and appropriate index upon which to price a particular Asset Management Agreement transaction. Under the Stipulation Spire agrees to a total disallowance in the amount of \$600,000 to resolve that issue. The Stipulation represents that the other parties do not object to the Stipulation. Because this is only a partial stipulation it leaves the

remaining issues, including the prudence of the Spire STL Pipeline transaction, for the Commission's determination after the evidentiary hearing.

Commission Rule 20 CSR 4240-2.115(1)(B) provides that the Commission may resolve part of a contested case based upon a stipulation and agreement. Commission Rule 20 CSR 4240-2.115(2) allows parties seven days to object to a non-unanimous stipulation and also allows the Commission to treat a non-unanimous stipulation as unanimous if no party timely objects. Seven days have elapsed since the signatories filed the Stipulation, and no party has objected. Thus, the Commission will treat the Stipulation as unanimous.

After reviewing the Stipulation, the Commission finds that it is a reasonable resolution of the issues contained therein and should be approved.

THE COMMISSION ORDERS THAT:

1. The *Partial Stipulation and Agreement* filed by the signatories on January 6, 2023, is approved. The signatories are ordered to comply with its terms. A copy of the Stipulation is attached to this order, and incorporated by reference.
2. This order shall be effective on February 24, 2023.



BY THE COMMISSION

A handwritten signature in cursive script that reads "Morris L. Woodruff".

Morris L. Woodruff
Secretary

Rupp, Chm., Coleman, Holsman, and
Kolkmeier CC., concur.

Clark, Senior Regulatory Law Judge

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

In the Matter of Spire Missouri, Inc.)	
d/b/a Spire (East) Purchased)	Case No. GR-2021-0127
Gas Adjustment (PGA) Tariff Filing)	

PARTIAL STIPULATION AND AGREEMENT

COME NOW Spire Missouri, Inc. (“Spire Missouri” or the “Company”) and Staff of the Missouri Public Service Commission (“Staff”), (collectively, the “Signatories”) respectfully submit this *Partial Stipulation and Agreement* to resolve the disputed issue between Spire Missouri and Staff in this case.

1. On October 30, 2020, Spire Missouri filed tariff sheets with the Missouri Public Service Commission (“Commission”) to change its Purchased Gas Adjustment (“PGA”) rate for its eastern service territory and Actual Cost Adjustment (“ACA”), thereby initiating File No. GR-2021-0127. This ACA review period will reconcile the actual gas costs Spire Missouri incurred for the 2019-2020 ACA period.

2. Staff conducted its investigation and filed its full ACA Review and Recommendation Report (“Report”) on May 27, 2022. Subsequently, Spire Missouri, the Office of the Public Counsel (“OPC”), and the Environmental Defense Fund (“EDF”) filed responses to Staff’s Report.

3. The filed responses to the Report indicate that the only monetary dispute between Staff and Company relates to the prudence and appropriate index upon which to price a particular Asset Management Agreement transaction (“AMA”) entered into during the 2019-2020 ACA period.

4. The Signatories have engaged in settlement negotiations and have reached this *Partial Stipulation and Agreement* (“Agreement”) to resolve the issue set forth in Staff’s Report

that were contested by Spire Missouri. The OPC, EDF, Consumers Council of Missouri, and Midwest Energy Consumers Group have been advised of this Partial Stipulation and Agreement, and no party objects to it.

5. The Signatories agree to a settled total disallowance in the amount of \$600,000, which would resolve the issues set forth in Staff's Report that were contested by Spire Missouri. The \$600,000 will be credited to Spire's ACA balance. This disallowance is intended to resolve all monetary issues between Staff's Report and Spire including, without limitation, disputes regarding the AMA. Disputes, positions, and objections of any non-Signatory party, if any, relating to the STL Pipeline matter are not addressed or resolved by this Partial Stipulation.

GENERAL PROVISIONS OF AGREEMENT

6. Limitation of Scope: This Partial Stipulation and Agreement is being entered into for the purpose of disposing of the issues specifically addressed herein. In presenting this Partial 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 Partial 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 Partial Stipulation and Agreement, except as otherwise expressly specified herein. The Signatories further understand and agree that the provisions of this Partial Stipulation and Agreement relate only to the specific matters referred to in this Partial 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 Partial Stipulation and Agreement. The Signatories further understand and agree that no party to this Partial Stipulation and Agreement shall assert the terms of this Agreement as a precedent in any future proceeding.

7. Interdependence and Non-Severability: This Partial Stipulation and Agreement has resulted from negotiations and the terms hereof are interdependent. If the Commission does not approve this Partial Stipulation and Agreement in total or approves it with modifications or conditions to which a signatory objects, then this Partial 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 Partial Stipulation and Agreement without modification, and notwithstanding its provision that it shall become void, neither this Partial 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 Partial 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 Partial 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.

8. Waiver of Procedural Rights: If the Commission unconditionally accepts the specific terms of this Partial Stipulation and Agreement without modification, the Signatories waive, with respect to the issues resolved herein, their respective rights with respect to the AMA dispute only: (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 Missouri on behalf of Spire East and Spire West shall be received into evidence for the sole purpose of providing an evidentiary foundation for this Partial Stipulation and Agreement. These waivers apply only to a Commission order respecting this Partial Stipulation and Agreement issued in this above-captioned case 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 Partial Stipulation and Agreement.

9. Merger and Integration: This Partial Stipulation and Agreement contains the entire agreement of the Signatories concerning the issues addressed herein. The intent of the Signatories to this Partial 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 Partial Stipulation and Agreement.

Respectfully submitted,

/s/ J. Antonio Arias

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ATTORNEYS FOR SPIRE MISSOURI, INC

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been sent by electronic mail to all counsel of record on this 6th day of January, 2023.

/s/ Lew Keathley

Lew Keathley


STATE OF MISSOURI

OFFICE OF THE PUBLIC SERVICE COMMISSION

I have compared the preceding copy with the original on file in this office and I do hereby certify the same to be a true copy therefrom and the whole thereof.

WITNESS my hand and seal of the Public Service Commission, at Jefferson City, Missouri, this 25th day of January, 2023.




Morris L. Woodruff
Secretary

MISSOURI PUBLIC SERVICE COMMISSION

January 25, 2023

File/Case No. GR-2021-0127

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Enclosed find a certified copy of an Order or Notice issued in the above-referenced matter(s).

Sincerely,



Morris L. Woodruff
Secretary

Recipients listed above with a valid e-mail address will receive electronic service. Recipients without a valid e-mail address will receive paper service.