

**STATE OF MISSOURI
PUBLIC SERVICE COMMISSION**

At a session of the Public Service Commission held at its Office in Jefferson City on the 12th day of November, 2021.

In the Matter of the Application of Spire)
Missouri, Inc. d/b/a Spire, for Permission)
and Approval and a Certificate of)
Convenience and Necessity to Construct,)
Install, Own, Operate, Maintain, and)
Otherwise Control and Manage a Natural)
Gas Distribution System to Provide Gas)
Service in Buchanan County, Missouri as)
an Expansion of its Existing Certificated)
Areas)

File No. GA-2021-0259

**ORDER APPROVING STIPULATION AND AGREEMENT AND
GRANTING CERTIFICATE OF CONVENIENCE AND NECESSITY**

Issue Date: November 12, 2021

Effective Date: December 12, 2021

On February 15, 2021, Spire Missouri, Inc., d/b/a Spire, filed an application with the Missouri Public Service Commission (Commission) seeking a certificate of convenience and necessity (CCN) to construct, install, own, operate, maintain, and otherwise control and manage a natural gas distribution system to provide gas service in Buchanan County, Missouri, as a further expansion of its existing certificated area (Application). The proposed CCN area would extend service to 34 single-family residential lots. In its Application, Spire also requested that the 60-day notice rule be waived.¹ The Commission directed notice and established an intervention deadline. The Commission received no applications to intervene.

¹ 20 CSR 4240-4.017(1).

On October 1, 2021, the Staff of the Missouri Public Service Commission (Staff) and Spire filed a nonunanimous *Stipulation and Agreement* (Agreement). On November 1, 2021, Staff and Spire filed a nonunanimous *Amended Stipulation and Agreement* (Amended Agreement). Commission rules provide that if no party objects to a nonunanimous stipulation and agreement within seven days of its filing, the Commission may treat the stipulation and agreement as unanimous.² The Office of the Public Counsel, the only other party, did not sign the Amended Agreement, but has not opposed the Amended Agreement. Therefore, the Commission will treat the Amended Agreement as unanimous.

The Amended Agreement addresses Staff's concerns and provides that, subject to the terms of the agreement, the CCN should be granted for the specific area described in the agreement and set out below.

The Commission may grant a gas corporation a CCN to operate after determining that the construction and operation are either "necessary or convenient for the public service."³ The Commission articulated criteria to be used when evaluating applications for utility certificates of convenience and necessity in *In Re Intercon Gas, Inc.*⁴

The *Intercon* case combined the standards used in several similar certificate cases, and set forth the following criteria: (1) there must be a need for the service; (2) the applicant must be qualified to provide the proposed service; (3) the applicant must have the financial ability to provide the service; (4) the applicant's proposal must be

² 20 CSR 4240-2.115(2).

³ Section 393.170.3, RSMo.

⁴ 30 Mo P.S.C. (N.S.) 554, 561 (1991).

economically feasible; and (5) the service must promote the public interest.⁵

There is a need for the service, as the project developer approached Spire requesting a distribution extension to the project area, and natural gas is not currently offered by another regulated or unregulated entity in any of the project area. Spire is qualified to provide the service, as it already provides gas service to customers in the City of St. Louis, St. Louis County, Jackson County, St. Charles County, Greene County, and 37 other Missouri counties. Spire has the financial ability to provide the service and no external financing is anticipated. Considering the Application, Staff's recommendation, and the Amended Agreement, the Commission finds that the proposal is economically feasible. Additionally, the proposal promotes the public interest by providing service to this previously unserved area and promoting economic development and growth.

Based on the Application, Staff's recommendations, and the Amended Agreement, the Commission concludes that the factors for granting a certificate of convenience and necessity have been satisfied. The Commission further finds Spire's provision of gas service to the area as described in the Amended Agreement is necessary and convenient for the public service. Thus, the Commission will grant Spire a CCN to provide gas service within the area set out in the Amended Agreement and direct Spire and Staff to comply with the terms of the Amended Agreement.

Further, the Commission finds that the terms of the unopposed Amended Agreement are reasonable and necessary to Spire's provision of service in the newly

⁵ The factors have also been referred to as the "Tartan Factors" or the "Tartan Energy Criteria." See Report and Order, *In re Application of Tartan Energy Company, L.C., d/b/a Southern Missouri Gas Company, for a Certificate of Convenience and Necessity*, Case No. GA-94-127, 3 Mo. P.S.C. 3d 173 (September 16, 1994).

certificated area and will approve it. The Commission will incorporate the terms of the Amended Agreement into this order.

Finally, the Commission will grant Spire's request for waiver of the 60-day case filing notice requirement under 20 CSR 4240-4.017. The Commission finds good cause exists for waiver based on Spire's verified declaration that it had no communication with the Commission regarding substantive issues likely to arise in this file within 150 days before filing its application.

THE COMMISSION ORDERS THAT:

1. The provisions of the *Amended Stipulation and Agreement* filed on November 1, 2021, are approved and incorporated into this order as if fully set forth herein. Spire and Staff shall comply with the terms of the Amended Agreement. A copy of the Amended Agreement is attached to this order as Appendix A.

2. Spire is granted a certificate of convenience and necessity to construct, install, own, operate, maintain, and otherwise control and manage a natural gas distribution system to provide gas service for the area surrounding the subdivision located in Buchanan County, Missouri as described below:

PROPERTY DESCRIPTION

A tract of land being part of Section 31 Township 55 North, Range 34 West and part of Section 36, Township 55 North, Range 35 West of the 5th P.M., Buchanan County Missouri bounded on the north by the north line of said Sections 31 and 36; bounded on the east by the east line of said Section 31; bounded on the west by the west line of said Section 36; bounded on the south by the south line of said Buchanan County.

Commencing at the west quarter corner of Section 31. Township 55 North. Range 34 West Buchanan County. Missouri: thence with the line of the southwest quarter of said section north 89 degrees 17 minutes 03 seconds east. 37.02 feet to the Point of Beginning, said point being on the eastern right-of-way line of Missouri Route "Y"; thence continuing along the north

line of the southwest quarter of said west, 478.80 feet the south right-of-way line of Dean Park Drive; thence along said south right-of-way line the following courses and distances: 164.77 feet by arc distance along a curve to the right having a radius of 150 feet and a chord bearing of south 75 degrees 22 minutes 26 seconds west, 156.61 feet; thence north 71 degrees 43 minutes 20 seconds west, 304.48 feet; thence 90.54 feet by arc distance along a curve to the left having a radius of 275 feet and a chord bearing of north 81 degrees 09 minutes 17 seconds west, 90.14 feet; thence south 89 degrees 24 minutes 14 seconds west, 767.18 feet to the east right-of-way line of Missouri Route "Y"; thence departing from the south line of Dean Park Drive and along the east right-of-way line of Missouri Route "Y" the following courses and distances: North 00 degrees 35 minutes 46 seconds west, 50.00 feet; thence south 89 degrees 24 minutes 14 seconds west, 7.95 feet; thence north 01 degrees 00 minutes 38 seconds east, 350.73 feet to the Point of Beginning.

The above-described tract of land contains 12.87 acres, more or less, exclusive of Missouri Route "Y" right-of-way, and is subject to all recorded and unrecorded easements, restrictions, and rights-of-way.

3. A contribution from the developer in the amount set out in paragraph 7 of the Amended Agreement is appropriate in this case.

4. Spire shall hold customers receiving service outside of the requested CCN area harmless of any expenses and investments in excess of billed non-gas revenues excluding infrastructure system replacement surcharge (ISRS) revenues.

5. All ratemaking determinations shall be held for consideration in a future general rate case.

6. Spire shall file an updated tariff sheet to incorporate the legal description of the subdivision location upon Commission approval of this Agreement.

7. Spire shall provide Staff with plant asset records related to the Company's expansion in the requested area.

8. The sixty-day notice of case filing requirement is waived for good cause found pursuant to 20 CSR 4240-4.017(1)(D).

9. This order shall become effective on December 12, 2021.



BY THE COMMISSION

A handwritten signature in black ink that reads "Morris L. Woodruff". The signature is written in a cursive, flowing style.

Morris L. Woodruff
Secretary

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

Seyer, Regulatory Law Judge

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

In the Matter of the Application of Spire Missouri, Inc.)
d/b/a Spire, for Permission and Approval and a Certificate)
of Convenience and Necessity to Construct, Install, Own,) File No. GA-2021-0259
Operate, Maintain, and Otherwise Control and Manage a)
Natural Gas Distribution System to Provide Gas Service)
In Buchanan County, Missouri as an Expansion of its)
Existing Certificated Areas)

AMENDED STIPULATION AND AGREEMENT

COMES NOW Spire Missouri Inc., d/b/a Spire (“Spire” or “Company”), and the Staff of the Missouri Public Service Commission (“Staff”), collectively referred to herein as the “Signatories,” and hereby submit this Amended Stipulation and Agreement (“Agreement”) for approval by the Commission.

BACKGROUND

1. On February 15, 2021, Spire filed an application for a Certificate of Convenience and Necessity (“CCN”) to expand Spire’s existing certificated area in Buchanan County, Missouri (“Application”).
2. On June 16, 2021, Staff filed its recommendation and memorandum.
3. On June 28, 2021, Spire filed its response to Staff’s recommendation and memorandum.
4. On July 14, 2021, Staff filed an amended recommendation.
5. The Signatories have participated in extensive settlement negotiations and have reached a Stipulation and Agreement in this matter and recommend the Commission approve this Agreement as described herein.

6. On October 29, 2021, the Commission issued an Order for Staff and/or Spire to file an explanation of the “contribution” included in paragraph 6 of the Original Agreement (now paragraph 7 below). In compliance with that Order, Spire and Staff have agreed to file this Amended Stipulation and Agreement in an effort to address the Commission’s October 29, 2021 Order and potentially expedite approval for this subdivision to move forward with natural gas for the winter months. The only changes beyond the title exist in this paragraph and paragraph 7 below.

AMENDED AGREEMENT AMONG THE SIGNATORIES

7. Spire agrees that a contribution from the developer in the amount of ** [REDACTED] ** is appropriate in this case.

8. Spire agrees to hold customers receiving service outside of the requested CCN area harmless of any expenses and investments in excess of billed non-gas revenues excluding ISRS revenues.

9. The Signatories agree that all ratemaking determination shall be held for consideration in a future general rate case.

10. Given the conditions in paragraphs 6, 7, and 8 the Signatories agree that Spire should be granted a CCN for only the area surrounding the subdivision located in Buchanan County, Missouri and as described in detail below.

PROPERTY DESCRIPTION

A tract of land being part of Section 31 Township 55 North, Range 34 West and part of Section 36, Township 55 North, Range 35 West of the 5th P.M., Buchanan County Missouri bounded on the north by the north line of said Sections 31 and 36; bounded on the east by the east line of said Section 31; bounded on the west by the west line of said Section 36; bounded on the south by the south line of said Buchanan County.

Commencing at the west quarter corner of Section 31. Township 55 North. Range 34 West Buchanan County. Missouri: thence with the line of the southwest quarter of said section north 89 degrees 17 minutes 03 seconds east. 37.02 feet to the Point of Beginning, said point being on the eastern right-of-way line of Missouri Route “Y”; thence continuing along the north line of the southwest quarter of said west, 478.80 feet the south light-of-

way line of Dean Park Drive; thence along said south right-of-way line the following courses and distances: 164.77 feet by arc distance along a curve to the right having a radius of 150 feet and a chord bearing of south 75 degrees 22 minutes 26 seconds west, 156.61 feet; thence north 71 degrees 43 minutes 20 seconds west, 304.48 feet; thence 90.54 feet by arc distance along a curve to the left having a radius of 275 feet and a chord bearing of north 81 degrees 09 minutes 17 seconds west, 90.14 feet; thence south 89 degrees 24 minutes 14 seconds west, 767.18 feet to the east right-of-way line of Missouri Route "Y"; thence departing from the south line of Dean Park Drive and along the east right-of-way line of Missouri Route "Y" the following courses and distances: North 00 degrees 35 minutes 46 seconds west, 50.00 feet; thence south 89 degrees 24 minutes 14 seconds west, 7.95 feet; thence north 01 degrees 00 minutes 38 seconds east, 350.73 feet to the Point of Beginning.

The above-described tract of land contains 12.87 acres, more or less, exclusive of Missouri Route "Y" right-of-way, and is subject to all recorded and unrecorded easements, restrictions, and rights-of-way.

11. Spire will file an updated tariff sheet to incorporate the legal description of the subdivision location upon Commission approval of this Agreement.

12. Spire will provide Staff with plant asset records related to the Company's expansion in the requested area.

13. Spire will withdraw the currently pending application to extend its certificated area in Barry County, Missouri, in File No. GA-2021-0216, upon Commission approval of this Agreement, and the Company reserves the right to file another application for the project described in that application at a later date.

GENERAL PROVISIONS

14. Except as otherwise expressly specified herein, none of the Signatories to this Agreement shall be deemed to have approved or acquiesced in any ratemaking or procedural principle, including, without limitation, any method of cost determination or cost allocation, depreciation or revenue-related method, or any service or payment standard; and none of the signatories shall be prejudiced or bound in any manner by the terms of this Agreement in this or

any other Commission or judicial review or other proceeding, except as otherwise expressly specified herein. Nothing in this Agreement shall preclude the Staff in future proceedings from providing recommendations as requested by the Commission nor limit Staff's access to information in any other proceedings. Nothing in this Agreement shall be deemed a waiver of any statute or Commission regulation.

15. This Agreement has resulted from extensive negotiations among the Signatories and the terms hereof are interdependent. In the event that the Commission does not approve this Agreement, or approves this Stipulation and Agreement with modifications or conditions to which a Party to this proceeding objects, this Agreement shall be void and no signatory shall be bound by any of the agreements or provisions hereof.

16. In the event the Commission accepts the specific terms of this Agreement, the Signatories waive, with respect to the issues resolved herein: their respective rights pursuant to Section 536.080.1 (RSMo. 2016) to present testimony, to cross-examine witnesses, and to present oral argument and written briefs; their respective rights to the reading of the transcript by the Commission pursuant to Section 536.070. (RSMo. 2016); and their respective rights to judicial review of the Commission's Report and Order in this case pursuant to Section 386.510 (RSMo. Supp. 2020). These waivers apply only to a Commission order regarding the issues addressed in this Agreement in this above-captioned proceeding, and do not apply to any matters raised in any prior or subsequent Commission proceeding, or any matters not explicitly addressed by this Agreement.

17. The Signatories agree that the Company's Application, as well as affidavits prepared and filed by any of the Signatories in lieu of a Memoranda in Support, that relates solely

to any issue or issues resolved by this Agreement shall be offered into evidence without the necessity of the respective witnesses taking the stand.

18. The Signatories shall have the right to provide, at any agenda meeting at which this Agreement is noticed to be considered by the Commission, whatever oral explanation the Commission requests. Staff shall, to the extent reasonably practicable, provide the other Parties with advanced notice of the agenda in which Signatories may respond to the Commission's request for information. Any oral explanation shall be subject to public disclosure, except to the extent it refers to matters that are privileged, highly confidential, or proprietary.

19. If the Commission so requests, the Staff shall file suggestions or a memorandum in support of this Agreement. Each of the other Signatories shall be served with a copy of any such suggestions or memorandum and shall be entitled to submit to the Commission, within five (5) days of receipt of Staff's suggestions or memorandum, responsive suggestions or a responsive memorandum which shall also be served on all parties to the case. The contents of any memorandum provided by any party are its own and are not acquiesced in or otherwise adopted by the other Parties in this case, whether or not the Commission issues an Order approving this Agreement.

20. To assist the Commission in its review of this Agreement, the Parties also request that the Commission advise them of any additional information the Commission may desire from the Parties relating to the matters addressed in this Agreement, including any procedures for furnishing such information to the Commission.

WHEREFORE, for the foregoing reasons, the undersigned Signatories respectfully request that the Commission issue its Order approving all of the specific terms and conditions of this Stipulation and Agreement.

Respectfully Submitted,

/s/ Ron Irving _____

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ATTORNEY 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 1st day of November, 2021 by electronic mail.

/s/ Rachel L. Niemeier

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 12th day of November, 2021.





Morris L. Woodruff
Secretary

MISSOURI PUBLIC SERVICE COMMISSION

November 12, 2021

File/Case No. GA-2021-0259

**Missouri Public Service
Commission**

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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.