

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

In the Matter of the Application of )  
Spire Missouri, Inc. d/b/a Spire to )  
Change its Infrastructure System )  
Replacement Surcharge in its Spire )  
Missouri East and West Service )  
Territories )

Case No. GO-2022-0339

**UNANIMOUS STIPULATION AND AGREEMENT**

**COMES NOW** Spire Missouri Inc. (“the Company” or “Spire”), on behalf of itself and its two operating units, Spire East and Spire West; and the Staff of the Missouri Public Service Commission (“Staff”) (collectively “the signatories”) and, pursuant to Commission Rule 20 CSR 4240-2.115, presents this *Unanimous Stipulation and Agreement* for approval by the Missouri Public Service Commission (“the Commission”) as a resolution of the issues of the ISRS revenue requirement to be approved by the Commission in these cases. In support of this *Unanimous Stipulation and Agreement*, the signatories state as follows:

1. **Issues Settled:** The signatories agree and intend this *Unanimous Stipulation and Agreement* to settle only the issues of the ISRS revenue requirement to be approved by the Commission in the above captioned case. This settlement is the product of negotiations aimed at an amicable resolution of the present case and none of the signatories to this *Unanimous Stipulation and Agreement* concede any issue of law or fact not expressly stated herein. In the event that the Commission orders additional evidence submitted in support of this stipulation, the signatories agree

that Staff may submit into evidence a report demonstrating the calculation of the revenue requirements found herein but that no party to this stipulation shall be determined to have conceded the ISRS eligibility or lack thereof of any costs included or not included in that report or to be otherwise bound to the findings of that report.

2. **ISRS Revenue Requirement:** The signatories agree that an ISRS revenue requirement increase of \$4,087,972 be approved for Spire East and an ISRS revenue requirement increase of \$6,393,116 be approved for Spire West. The total ISRS revenue requirement increase for Spire Missouri is \$10,481,088. The cumulative annual ISRS revenue requirement is \$7,228,654 for Spire East and \$11,756,611 for Spire West, for a total of \$18,985,265.

3. **Rate Design and Effective Date of Rates:** The revenue requirement shall be allocated to the rate classes pursuant to the rate design described in Staff's Memorandum filed on September 1, 2022. In no event shall the rates implemented from this stipulation and agreement be made effective sooner than October 1, 2022 and no later than October 21, 2022. Attached to this Stipulation and Agreement are ISRS rates by rate class that incorporate the agreed upon revenue requirement and rate design for Spire East and Spire West.

4. **Capitalized Overhead Payroll Amount:** In Case No. GR-2021-0108, the Commission ordered that overheads related to ISRS projects may be included in rate base once Spire Missouri has shown its compliance with the USOA. In accordance with that decision, in Case No. GO-2022-0171, non-operational overheads that would previously have been capitalized were removed from the ISRS rate base by Staff after

applying Staff's recommended transfer rate. In its Memorandum filed on September 1, 2022 in this case, Staff recognized that Spire Missouri has demonstrated compliance with the USOA and added the authorized overhead costs to Spire Missouri's ISRS plant in this case. Non-operational overheads removed by Staff in Case No. GO-2022-0171 will remain in a regulatory asset pending a decision on their ratemaking treatment in Case No. GR-2022-0179.

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

6. **Interdependence and Non-Severability:** This *Unanimous Stipulation and Agreement* has resulted from negotiations and the terms hereof are interdependent. If the Commission does not approve this *Unanimous Stipulation and Agreement* in total, or approves it with modifications or conditions to which a signatory objects, then this *Unanimous 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 *Unanimous Stipulation and Agreement* without modification, and notwithstanding its provision that it shall become void, neither this *Unanimous 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 Section 536.080, of the Revised Statutes of Missouri (“RSMo.”) 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 *Unanimous 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 *Unanimous 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.

7. **Waiver of Procedural Rights:** If the Commission unconditionally accepts the specific terms of this *Unanimous 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 Section 536.070(2), ; (2) to present oral argument and/or written briefs pursuant to Section 536.080.1, RSMo.; (3) to the reading of the transcript by the Commission pursuant to Section 536.080.2, RSMo.; (4) to seek rehearing pursuant to Section 386.500, RSMo.; and (5) to judicial review pursuant to Section 386.510, RSMo., 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 Unanimous Stipulation and Agreement. These waivers apply only to a Commission order respecting this *Unanimous 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 *Unanimous Stipulation and Agreement*.

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

9. **No Objection:** The signatories have conferred with the other party to this case, the Office of Public Counsel (“OPC”), regarding this Stipulation. OPC has indicated that, while it does not wish to be a signatory, it has no objection to this Stipulation.

WHEREFORE, the signatories respectfully request the Commission issue an order approving this *Unanimous Stipulation and Agreement* as a resolution of the issues of the ISRS revenue requirement to be approved by the Commission in the above captioned case.

**/s/ Matt Aplington**

Matthew J. Aplington #58565  
General Counsel  
J. Antonio Arias #74475  
Regulatory Counsel  
Spire Missouri Inc.  
700 Market Street, 6th Floor  
St. Louis, MO 63101  
(314) 342-0785 (Aplington)  
(314) 342-0655 (Arias)  
matt.aplington@spireenergy.com  
antonio.arias@spireenergy.com  
**Counsel for Spire Missouri Inc.**

**/s/ J. Scott Stacey**

J. Scott Stacey  
Senior Staff Counsel  
Missouri Bar No. 59027  
Attorney for the Staff of the  
Missouri Public Service Commission  
P.O. Box 360  
Jefferson City, MO 65102  
573-522-6279  
573-751-9285 (Fax)  
[scott.stacey@psc.mo.gov](mailto:scott.stacey@psc.mo.gov)

**CERTIFICATE OF SERVICE**

The undersigned certifies that a true and correct copy of the foregoing Unanimous Stipulation and Agreement was served on all counsel of record on this 21st day of September, 2022 by electronic mail.

**/s/ Matt Aplington**

**Spire Missouri East  
ISRS - Case # GO-2022-0339  
ISRS Cumulative Rate Design**

**Spire Missouri East  
ISRS Rate Design**

Total ISRS Revenues 7,228,654

<u>Customer Rate Class</u>	<u>Number of Customers*</u>	<u>Customer Charge</u>	<u>Ratio to Residential Customer Charge</u>	<u>Weighted Customer Nos.</u>	<u>Customer Percentage</u>	<u>Current ISRS Charge</u>	<u>Current ISRS Revenues</u>
Residential	617,236	22.00	1.0000	617,236	84.8110%	0.83	6,130,694
SGS	35,106	37.31	1.6959	59,537	8.1806%	1.40	591,347
LGS	5,616	133.25	6.0568	34,015	4.6738%	5.01	337,855
LV	39	974.62	44.3009	1,728	0.2374%	36.67	17,161
Unmetered Gas Light	72	6.40	0.2909	21	0.0029%	0.24	208
General L.P	36	19.12	0.8691	31	0.0043%	0.72	311
Large Volume Transportation	157	2,131.41	96.8823	15,211	2.0900%	80.19	151,078
<b>Total</b>	<b>658,262</b>				<b>100.0000%</b>		<b><u>7,228,654</u></b>

\*Test Year Customers - GR-2021-0108

\*\*Single customers with multiple accounts located on contiguous property.



**Spire Missouri West  
 ISRS - Case # GO-2022-0339  
 ISRS Cumulative Rate Design**

**Spire Missouri West  
 ISRS Rate Design**

<b>Total ISRS Revenues</b>		11,756,611					
<b>Customer Rate Class</b>	<b>Number of Customers*</b>	<b>Customer Charge</b>	<b>Ratio to Residential Customer Charge</b>	<b>Weighted Customer Nos.</b>	<b>Customer Percentage</b>	<b>Current ISRS Charge</b>	<b>Current ISRS Revenues</b>
Residential	493,298	20.00	1.0000	493,298	81.2504%	1.61	9,552,290
SGS	29,393	37.20	1.8600	54,671	9.0048%	3.00	1,058,656
LGS	3,845	161.39	8.0695	31,027	5.1104%	13.02	600,815
LV	14	1,357.95	67.8975	951	0.1566%	109.56	18,407
LGS Transport	225	180.80	9.0400	2,034	0.3350%	14.59	39,387
LV Transport	439	1,145.90	57.2950	25,153	4.1428%	92.46	487,057
<b>Total</b>	<b>527,214</b>				<b>100.0000%</b>		<b><u>11,756,611</u></b>

\*Average customers - GR-2021-0108