

**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 Staff of the Missouri Public Service Commission (“Staff”), the Office of the Public Counsel (“OPC”), Consumers Council of Missouri (“CCM”), Renew Missouri (“Renew MO”), National Housing Trust (“NHT”), and Legal Services of Eastern Missouri (“LSEM”) (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. CCM, Renew MO, NHT, and LSEM applied for, and were granted, intervention.
3. After several discussions, the Signatories have reached a Stipulation and Agreement (“Agreement”) resolving all low-income and energy efficiency issues, and certain other issues, in this case.
4. All other Parties¹ to this case have reviewed the Agreement and indicated that they have no objection.

¹ All other Parties include the following: Midwest Energy Consumers Group, Missouri Industrial Energy Consumers Group and Vicinity Energy Kansas City, Inc., Missouri School Board Association

AGREEMENT AMONG THE SIGNATORIES

5. **Residential Customer Charge** – The Signatories agree to continue Spire’s current residential customer charge of \$22 for Spire East and \$20 for Spire West as a component of the design of new rates to be set by the Commission in this case.

6. **Gross Receipts Tax (“GRT”)** – The Signatories agree that no adjustment will be made to revenue requirement with regard to the GRT issues raised in this case. Spire will calculate the GRT line item on customer bills in conformity with its tariff and applicable laws. The OPC will withdraw its positions raised regarding GRT.

7. **Limited Income Programs**

- ***Payment Partner Program*** - Spire agrees to change the name of its “Low-Income Energy Affordability Program” to the “Payment Partner Program”.
- ***Spire Limited-Income Collaborative Meetings*** - Spire agrees to hold collaborative quarterly planning and implementation meetings regarding its limited income programs with interested stakeholders (such as Staff, OPC, Consumers Council, NHT, Renew MO, and LSEM, together with Spire, collectively “the Collaborative”) to discuss program progress to date, forecasts on needs, and suggestions for improvement. The Signatories also agree to hold its first collaborative meeting by October 1, 2021.
- ***Referral to energy efficiency programs*** - Spire agrees to work with partners to automatically refer customers participating in bill assistance programs to income-eligible energy efficiency programs.
- ***Expansion of Program Eligibility*** - Spire agrees to expand program eligibility from 185% Federal Poverty Level (“FPL”) to 200% FPL. The Collaborative will review this arrangement each year and make recommendations on it.

- ***One Program*** - Spire agrees to combine Spire East and Spire West into one Spire Missouri program.
- ***Payment Partner Program and Critical Needs Program Funding*** - Spire agrees that annual funding for the Payment Partner Program in rates shall remain the same at \$1.65M, plus a \$650,000 annual contribution from Spire for a total level of funding of \$2.3M for these programs. The Signatories agree that the funding for these programs will be re examined in Spire’s next rate case.

Spire Missouri may choose to establish a regulatory liability for its obligations or contributions as part of this settlement. Any such liability will be reduced when cash funding occurs.

- ***Late Fees***—The Signatories agree to drop opposition to Spire’s position on late fees.
- ***Payment Partner Program – Monthly Credit*** - The Signatories agree that the monthly credit for the Payment Partner Program shall be set at \$35 for households at or below 200% FPL; there is no maximum to the arrears matching amount. The Collaborative will review this arrangement each year and make recommendations on it.
- ***Payment Partner Program - Late Payments***- Spire agrees to allow customers to remain in the Payment Partner Program as long as the customer does not have “more than two” consecutive late payments, regardless of whether or not those payments are full and complete.
- ***Referral to Community Action Agencies*** – Spire agrees to direct its customer service representatives who receive calls from customers struggling to pay bills, for consent from that customer to forward their contact information to the relevant Community Action Agency (“CAA”) so that a representative from a CAA may contact them about

weatherizing their home free of charge and other assistance if eligible. This paragraph is subject to the agreement of the individual CAAs to comply with this provision.

- ***Third-Party Study*** – Spire agrees to utilize an independent 3rd party consultant (up to \$100K from ratepayer contribution) to assess the Company’s current limited-income programs, analyze primary and secondary data and make recommendations for programs moving forward (to be initiated in 2021).

- ***Spire Critical Needs Program*** – Spire agrees to conduct a three-year pilot program to serve customers with critical/medical needs. The program will be in consideration of, but not limited to, the framework originally designed by BG&E (known currently as the Maryland Critical Needs Program). Spire agrees to work with interested stakeholders during the Collaborative’s quarterly planning meetings to also discuss ways to make the Critical Needs Program transparent and easily accessible and to promote the program to customers, as well as to medical and social work professionals.

8. ***Energy Efficiency Programs***

- ***Multifamily Low-Income Program Budget*** - Spire agrees to set a combined budget for the income-eligible multifamily programs of \$1 million annually, subject to the 20% variance, split between the Multifamily Low-Income Program and the Non-Co-Delivery Multifamily Program as the Company deems appropriate. The Signatories agree that rollover funds from FY21 will be made available to the Non-Co-Delivery Multifamily Program. The Signatories further agree to the following tariff language:

The annual combined budget for the co-delivery and non-co-delivery Multi-Family Low Income programs shall be \$1,000,000, subject to a potential upward adjustment within the 20% budget variance allowance referenced above; however, any unspent funds from the FY21

Multifamily Low-Income program budget will additionally be made available in the following year for the startup of the Non-Co-Delivery Multi-Family Low-Income program. Any unspent funds after FY21 will be made available for the Multi-Family Low-Income Programs.

- Spire agrees to work with its co-delivery partners to report savings from building shell and envelope measures and to try to increase savings from these measures.
- Spire agrees to target income-eligible energy efficiency programs in part toward multifamily homes with high energy burdens and/or high arrearages.

9. **Compliance Tariffs** - Spire agrees, that upon approval of this Agreement, the Company will file the necessary tariffs reflecting the terms of this Agreement as compliance tariffs for this case.

GENERAL PROVISIONS OF AGREEMENT

10. **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.

11. **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.

12. **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*.

13. **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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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 the 5th day of August 2021 by electronic mail.

/s/ Goldie T. Bockstruck