

**STATE OF MISSOURI
PUBLIC SERVICE COMMISSION**

At a session of the Public Service Commission held at its office in Jefferson City on the 16th day of November, 2023.

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

File No. GR-2022-0136

ORDER APPROVING PARTIAL STIPULATION AND AGREEMENT

Issue Date: November 16, 2023

Effective Date: December 16, 2023

This file concerns the Actual Cost Adjustment (ACA) for Spire Missouri, Inc. d/b/a Spire (Spire West) for its Spire West Operating Unit. On November 15, 2021, Spire West filed tariff sheets with the Commission to change its Purchased Gas Adjustment (PGA) rate for its Spire West Operating Unit and ACA initiating this file. This ACA review period is to reconcile the actual gas costs Spire West incurred for the 2020-2021 ACA period.

On December 15, 2022, the Staff of the Commission (Staff) filed its recommendation to make adjustments to Spire West's September 30, 2021, ending ACA balance. Staff recommended disallowances resulting from adjustments to the Cash Out totals and an off-system sale. Spire West filed a response disagreeing with some of Staff's adjustments. The Commission directed the filing of a proposed procedural schedule and on July 12, 2023, the Commission issued its *Order Establishing a Procedural Schedule*. That order set an evidentiary hearing for May 6, 7, and 9, 2024.

On November 2, 2023, Spire West and Staff submitted a *Partial Stipulation and Agreement* (Agreement) resolving some of the issues between the parties. Staff now accepts Spire West's Cash Out totals and no longer recommends its downward adjustment of -\$4,661,103 to Spire West's ending ACA balance. The remaining

disallowance relating to an off-system sale is not resolved by this Agreement and will be addressed at the upcoming 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 agreement and also allows the Commission to treat a non-unanimous agreement as unanimous if no party timely objects. Seven days have elapsed since the signatories filed the Agreement, and no party has objected. Thus, the Commission will treat the Agreement as unanimous.

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

THE COMMISSION ORDERS THAT:

1. The Agreement filed by the signatories on November 2, 2023, is approved. The signatories are ordered to comply with its terms. A copy of the Agreement is attached to this order, and incorporated by reference.
2. This order shall be effective on December 16, 2023.



BY THE COMMISSION

A handwritten signature in black ink that reads "Nancy Dippell".

Nancy Dippell
Secretary

Rupp, Chm., Coleman, Holsman, Kolkmeier
and Hahn 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 (West) Purchased)	Case No. GR-2022-0136
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 one of the disputed issues between Spire Missouri and Staff in this case, stating the following:

1. On November 15, 2021, Spire Missouri filed tariff sheets with the Missouri Public Service Commission (“Commission”) to change its Purchased Gas Adjustment (“PGA”) rate for its western service territory and Actual Cost Adjustment (“ACA”), thereby initiating File No. GR-2022-0136. This ACA review period will reconcile the actual gas costs Spire Missouri incurred for the 2020-2021 ACA period.

2. Staff conducted its investigation and filed its full ACA Review and Recommendation Report (“Report”) on December 15, 2022, which recommended disallowances from the ACA balances resulting from adjustments to the Cash Out totals and an Off-System Sale. Subsequently, Spire Missouri responded to the Staff recommendation, and the Commission directed Staff to reply. Staff did not change its position in its reply.

3. On June 28, 2023, Spire Missouri, Staff, and the Office of the Public Counsel (“OPC”) submitted the *Joint Proposed Procedural Schedule*, which was adopted by the Commission. The Signatories now submit this *Partial Stipulation and Agreement* (“Agreement”) to resolve Staff’s Cash Out adjustment.

4. Since the filing of Staff's report, Spire Missouri has engaged with Staff to explain Spire Missouri's Cash Out totals and has provided Staff additional support and documentation. As a result of these collective efforts, Staff now accepts Spire Missouri's Cash Out totals and no longer recommends its downward adjustment of \$4,661,103, which reduced Spire Missouri's ACA balances.

5. The Signatories agree that the Cash Out totals are no longer in dispute and have reached this Agreement to resolve this issue set forth in Staff's Report and contested by Spire Missouri. The remaining disallowance in dispute is \$25,000,000 related to an Off-System Sale.

6. The OPC has been advised of this Partial Stipulation and Agreement and does not object to it.

GENERAL PROVISIONS OF AGREEMENT

7. **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.

8. 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 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 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.

9. 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 Cash

Out dispute only: (1) to call, examine and cross-examine witnesses pursuant to Section 536.070(2), RSMo.; (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 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 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.

10. 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.

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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**ATTORNEY FOR STAFF OF THE
PUBLIC SERVICE COMMISSION**

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 2nd day of November, 2023.

/s/ Lew Keathley

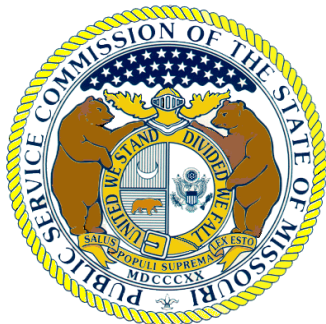
Lew Keathley

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 16th day of November 2023.



Nancy Dippell

Nancy Dippell
Secretary

MISSOURI PUBLIC SERVICE COMMISSION

November 16, 2023

File/Case No. GR-2022-0136

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

Sincerely,



**Nancy Dippell
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.