

**STATE OF MISSOURI
PUBLIC SERVICE COMMISSION**

At a session of the Public Service Commission held at its office in Jefferson City on the 15th day of May, 2024.

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 STIPULATION AND AGREEMENT
AND ESTABLISHING ENDING ACA BALANCE**

Issue Date: May 15, 2024

Effective Date: June 14, 2024

The Commission opened this case to receive the 2020-2021 Purchased Gas Adjustment (PGA) and Actual Cost Adjustment (ACA) filings of Spire Missouri Inc. d/b/a Spire (Spire West). As directed, the Staff of the Commission (Staff) filed a recommendation regarding that ACA filing on December 15, 2022. Staff's recommendation and memorandum indicated Staff had completed an audit of billed revenues and actual natural gas costs, for the period October 1, 2020 through September 30, 2021, that were included in Spire West's computation of its ACA balances.

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.

On November 2, 2023, Spire West and Staff submitted a *Partial Stipulation and Agreement* resolving the Cash Out issue between the parties. In the agreement, Staff accepted Spire West's Cash Out totals and no longer recommended a downward

adjustment of -\$4,661,103 to Spire West's ending ACA balance. The Commission issued its *Order Approving Partial Stipulation and Agreement* on November 16, 2023.

On May 1, 2024, Spire West and Staff submitted a *Full and Unanimous Stipulation and Agreement* resolving the Off-System Sale issue. The *Full and Unanimous Stipulation and Agreement* states that the Office of the Public Counsel (OPC) was advised of the agreement and does not object to it.

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.¹ More than seven days have passed after the *Full and Unanimous Stipulation and Agreement* was filed and OPC, the only other party in this matter, did not object to it. Thus, the Commission will treat the *Full and Unanimous Stipulation and Agreement* as unanimous.

Besides the resolution of the Off-System Sale issue, the *Full and Unanimous Stipulation and Agreement* provides that the Commission should direct Spire West to establish a final ACA balance of an under-recovery of \$176,357,537 for the period of October 1, 2020 to September 30, 2021.

The Commission finds the terms of the unopposed *Full and Unanimous Stipulation and Agreement* are reasonable and will approve it. The Commission will incorporate the terms of the *Stipulation and Agreement* into this order.

After reviewing Staff's recommendation, Spire West's response, and the *Full and Unanimous Stipulation and Agreement*, the Commission concludes that the ACA balance

¹ 20 CSR 4240-2.115(2).

contained within the *Full and Unanimous Stipulation and Agreement* should be accepted as a resolution of Spire West's 2020-2021 ACA audit.

THE COMMISSION ORDERS THAT:

1. The *Full and Unanimous Stipulation and Agreement* filed on May 1, 2024, is approved. The signatories, Spire West and Staff, shall comply with its terms. A copy of the *Full and Unanimous Stipulation and Agreement* is attached to this order as Exhibit A.
2. The ending under-recovery balance for Spire West's 2020-2021 Actual Cost Adjustment is established as \$176,357,537.
3. This order shall become effective on June 14, 2024.



BY THE COMMISSION

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

Nancy Dippell
Secretary

Hahn, Ch., Coleman, Holsman
Kolkmeier, and Mitchell CC., concur.

Seyer, Regulatory Law Judge

Partial Stipulation and Agreement, and the Commission issued an order approving it on November 16, 2023. This left Staff's Off-System Sale adjustment as the final remaining issue in this case. The Parties have continued discussions and negotiations throughout the duration of the procedural schedule to resolve the Off-System Sale issue and have reached a final agreement.

5. The Parties agree that to resolve the final remaining issue in this case, Spire Missouri will credit Spire West Firm Sales customers \$2,750,000 through the gas cost incentive mechanism over a period of five years.

6. The Parties agree that to achieve the above result, Spire West Firm Sales customers will retain 100% of the first \$2,200,000 of Off-System Sales margins and Capacity Release Revenues every fiscal year, starting on October 1, 2024, and ending on September 30, 2029.

7. Currently, under Spire Missouri Tariff Sheet 11.6, the gas cost incentive mechanism provides for a sharing of the Off-System Sales margins and Capacity Release Revenues, with 75% of such margins going to Firm Sales customers and 25% of such margins going to the Company. Under this Stipulation, the Company's share of the first \$2,200,000 in Off-System Sales margins and Capacity Release Revenues, which would be \$550,000, will go to Firm Sales customers every year for five years.

8. The Parties agree that only in the event that \$2,750,000 is not fully credited back to Spire West Firm Sales customers by September 30, 2029, the sharing contemplated by this agreement will continue until the Spire West Firm Sales customers have received the full \$2,750,000 credit.

9. The Parties agree that **Appendix 1**, specimen tariff, First Revised Tariff Sheet 11.6, accurately incorporates this Stipulation and should be used as the basis of a compliance filing tariff subject to approval by the Commission.

10. The OPC has been advised of this Stipulation and does not object.

11. The Parties agree that the Commission should direct Spire Missouri to establish a final Actual Cost Adjustment balance of \$176,357,537 under-recovery for Spire Missouri West for the period of October 1, 2020 to September 30, 2021, which is consistent with the Company's filing opening this case.

12. The Parties agree that as there are no other remaining issues in dispute and no objections to this Stipulation, this Stipulation should be treated as full and unanimous.

GENERAL PROVISIONS OF AGREEMENT

13. Limitation of Scope: This Stipulation is being entered into for the purpose of disposing of the issues specifically addressed herein. In presenting this Stipulation, none of the Parties shall be deemed to have approved, accepted, agreed, consented or acquiesced to any procedural principle, and none of the Parties shall be prejudiced or bound in any manner by the terms of this Stipulation, whether approved or not, in this or any other proceeding, other than a proceeding limited to the enforcement of the terms of this Stipulation, except as otherwise expressly specified herein. The Parties further understand and agree that the provisions of this Stipulation relate only to the specific matters referred to in this Stipulation, and no Party waives any claim or right which it otherwise may have with respect to any matter not expressly provided for in this Stipulation. The Parties further understand and agree that no Party to this Stipulation shall assert the terms of this Stipulation as a precedent in any future proceeding.

14. Interdependence and Non-Severability: This Stipulation has resulted from negotiations and the terms hereof are interdependent. If the Commission does not approve this Stipulation in total or approves it with modifications or conditions to which a Party objects, then this Stipulation shall be void and no Party 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 Parties to take other positions in other proceedings except as otherwise noted herein. If the Commission does not unconditionally approve this Stipulation without modification, and notwithstanding its provision that it shall become void, neither this Stipulation, nor any matters associated with its consideration by the Commission, shall be considered or argued to be a waiver of the rights that any Party 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 Parties shall retain all procedural and due process rights as fully as though this Stipulation had not been presented for approval, and any suggestions or memoranda, testimony or exhibits that have been offered or received in support of this Stipulation 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.

15. Waiver of Procedural Rights: If the Commission unconditionally accepts the specific terms of this Stipulation without modification, the Parties waive, with respect to the issues resolved herein, their respective rights with respect to the Off-System Sales issue 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 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 Stipulation. These waivers apply only to a

Commission order respecting this Stipulation 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 Stipulation.

16. Merger and Integration: This Stipulation and Appendix 1 contain the entire agreement of the Parties concerning the issues addressed herein. The intent of the Parties to this Stipulation has been fully and exclusively expressed in this document and the attached appendix.

WHEREFORE, the Parties request the Missouri Public Service Commission issue an order approving the terms and conditions of this Stipulation, order Spire Missouri to file a tariff consistent with the specimen First Revised Tariff Sheet 11.6 attached as Appendix 1, order the final ACA balance noted in Paragraph 11, and order any other relief as is just and reasonable.

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 1st day of May, 2024.

/s/ J. Antonio Arias

PURCHASED GAS COST ADJUSTMENT
PGA

F. GAS COST INCENTIVE MECHANISM

The Company and its Firm Sales customers shall share the Off-System Sales margins and Capacity Release Revenues realized by the Company. Firm Sales customers shall retain 75% of the annual off-system sales margins and capacity release revenues and the Company shall retain 25% of such margins. The Company will record in an Incentive Revenue ("IR") Account that portion of revenue retained by the Company according to the sharing percentages. The firm sales customers' share of off-system sales margins and capacity release revenues shall remain distinct between Spire East and Spire West.

Per the Full and Unanimous Stipulation and Agreement in Docket No. GR-2022-0136:

For Spire Missouri West, for each fiscal year from October 1, 2024 – September 30, 2029, for the first \$2,200,000 of Off-System Sales margins and Capacity Release Revenues, the firm sales customers shall retain 100% of such margins, and the Company shall retain 0% of such margins.

DATE OF ISSUE:

DATE EFFECTIVE:

ISSUED BY: Scott A. Weitzel, Managing Director, Regulatory & Legislative Affairs
Spire Missouri Inc., St. Louis, MO. 63101

Appendix 1

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 15th day of May 2024.



Nancy Dippell

Nancy Dippell
Secretary

MISSOURI PUBLIC SERVICE COMMISSION

May 15, 2024

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.