

**STATE OF MISSOURI
PUBLIC SERVICE COMMISSION**

At a session of the Public Service Commission held at its office in Jefferson City on the 27th day of February, 2025.

In the Matter of the Application of)
Spire Missouri Inc. d/b/a Spire for a)
Variance of its Tariff Rules and)
Regulations for Resale of Natural)
Gas)

File No. GE-2023-0393

ORDER APPROVING STIPULATION AND AGREEMENT

Issue Date: February 27, 2025

Effective Date: March 9, 2025

On May 19, 2023, Spire Missouri Inc. d/b/a Spire (Spire Missouri) filed an application requesting a variance from the Resale Provision of its Tariff Rules and Regulations. This tariff provision prohibits the resale of natural gas. The variance involves the City of Kansas City (City), which was joined as a party to this case. Specifically, the variance would apply to the Kansas City International Airport (Airport), and allow the City to resell natural gas supplied by Spire to concessionaires throughout the Airport. Spire also requested waiver of the Commission’s rule requiring 60-day notice of case filing, 20 CSR 4240-4.017(1).

On February 14, 2025, Spire, the Staff of the Commission (Staff), and the City (altogether, “Signatories”) filed a *Unanimous Stipulation and Agreement*¹ (Agreement). The Office of the Public Counsel (OPC) is not a signatory to the Agreement, although OPC participated in the case.

¹ The pleading is mistitled as it is not unanimous due to its omission of the Office of the Public Counsel.

Commission Rule 20 CSR 4240-2.115(2)(B)-(C) states that failure to file a timely objection to an agreement constitutes a waiver of that party's right to a hearing and that the agreement may then be treated as unanimous. The time for objections has passed, and no objections or requests for hearing were filed. Therefore, the Commission will treat the Agreement as unanimous.

The Agreement

The Agreement stated that the City has not started reselling natural gas to the concessionaires of the Airport, and that the City is no longer considering reselling natural gas. The Agreement provides that in the event that the City considers reselling natural gas to the concessionaires of the Airport in the future, it will notify Spire Missouri and Staff. Additionally, the Agreement sets forth that the City will continue to pay Spire Missouri for the natural gas used by the concessionaires, but it will not take any action to transfer this cost to the concessionaires by any method.

Thus, the Agreement states that Spire Missouri no longer requires a waiver of the tariff provision related to resale, and the Agreement withdraws Spire Missouri's application for a waiver.

The Agreement provides that Spire Missouri will remove its existing meter at the Airport, and replace it at a new location. The Agreement designates Spire Missouri to be responsible for all costs associated with this work. The Signatories agreed that Spire Missouri will work with the City to ensure that there is either limited or no interference with the Airport's operations.

The Agreement directs the City to perform the work necessary to connect its natural gas lines within the Airport to the new location of the new meter, and designates the City to be responsible for all costs associated with this work.

Conclusion

As the parties seek a Commission determination based on the submitted Agreement, the Commission will not make any findings of fact or conclusions of law and will instead base its decision on the Agreement.² After reviewing the pleadings and the Agreement, the Commission determines that its terms are a reasonable resolution of the issues addressed by the Agreement. The Commission will approve the Agreement and will order the Signatories to comply with the terms of the Agreement.

The Commission will grant Spire Missouri's request for waiver of the 60-day notice requirement under 20 CSR 4240-4.017(1). The Commission finds good cause exists for waiver, based on the Company's verified declaration that it had no communication with the Commission regarding substantive issues in the application within 150 days before filing its application.³

To allow Spire Missouri and the City to expeditiously begin the work set forth in the Agreement, the Commission finds it reasonable to make this order effective in less than 30 days.⁴

² Section 536.060, RSMo (2016) allows for disposition of contested cases through stipulation; Section 536.090, RSMo (2016) states that cases disposed of by stipulation do not require findings of fact and conclusions of law.

³ 20 CSR 4240-4.017(1)(D).

⁴ Section 386.490, RSMo (2016).

THE COMMISSION ORDERS THAT:

1. The 60-day notice of case filing requirement is waived for good cause found pursuant to 20 CSR 4240-4.017(1)(D).
2. The Agreement filed on February 14, 2025, is approved as a resolution of the issues set out in the Agreement. The Signatories are ordered to comply with the terms of the Agreement. A copy of the Agreement is attached to this order.
3. This order will become effective on March 9, 2025.
4. This file shall be closed on March 10, 2025.



BY THE COMMISSION

Nancy Dippell

Nancy Dippell
Secretary

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

Hatcher, Senior Regulatory Law Judge

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

In the Matter of the Application of Spire Missouri Inc. for a Variance of its Tariff Rules and Regulations for Resale of Natural Gas)
) Case No. GE-2023-0393
)

UNANIMOUS STIPULATION AND AGREEMENT

1. **COME NOW** Spire Missouri Inc. (“Spire Missouri” or the “Company”), Staff of the Missouri Public Service Commission (“Staff”), and the City of Kansas City, Missouri (“City”) (collectively, the “Parties”) and respectfully submit this Unanimous Stipulation and Agreement (“Stipulation”) to resolve this docket, stating the following:

2. On May 19, 2023, Spire Missouri filed an application for a waiver of Sheet No. R-8, 8, Resale, of its Rules and Regulations tariff sheets with the Missouri Public Service Commission (“Commission”). This tariff provision prohibits the resale of natural gas. The waiver requested would allow the City, specifically the Kansas City International Airport (“Airport”), to resell natural gas supplied by Spire Missouri to concessionaires throughout the airport.

3. To date, the City has not started reselling natural gas to the concessionaires of the Airport, and the City is not considering reselling natural gas. In the event that the City considers reselling natural gas to the concessionaires of the Airport in the future, it will notify Spire Missouri and Staff. The City will continue to pay Spire Missouri for the natural gas used by the concessionaires, but it will not take any action to transfer this cost to the concessionaires by any method. As such, Spire Missouri no longer requires a waiver of the tariff provision related to resale.

4. The Parties agree that Spire Missouri’s application for a waiver is no longer needed and is withdrawn.

5. The Parties agree that should the City intend to resell natural gas to the concessionaires of the Airport by any method the City will provide Spire Missouri and Staff at least 90 days prior written notice.

6. The Parties agree that to ensure the distribution of natural gas to the Airport is in compliance with the Company's tariffs and the Commission's rules, Spire Missouri and the City will perform the following actions:

a. In accordance with the engineering design provided to the Parties, Spire Missouri will remove its existing meter at the Airport, run a service line to the exterior wall of the Airport, and set a new meter within five feet of the building. Spire Missouri will be responsible for all costs associated with this work and for ensuring that its facilities are designed, constructed, tested, operated, and maintained in accordance with applicable Commission rules and Company tariffs.

b. The City will perform the work necessary to connect its natural gas lines to within the Airport to the new meter. The City will be responsible for all costs associated with this work.

c. The Company will perform a visual safety inspection of the airport's fuel lines to the concessionaires.

d. The Company will perform a shut-in test of the airport's fuel lines.

7. The Parties agree that Spire Missouri will work with the City to ensure that there is either limited or no interference with the airport's operations.

8. The Parties agree that the City will provide Spire Missouri with any necessary access or rights for the purposes of installing, owning, operating, and maintaining the line to the extent that the same is not in conflict with applicable federal law.

GENERAL PROVISIONS OF AGREEMENT

9. **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.

10. **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.

11. **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 as follows: (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. 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.

12. **Merger and Integration:** This Stipulation contains 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.

WHEREFORE, the Parties respectfully request the Commission approve this Stipulation and grant any other relief as is just and reasonable.

Respectfully submitted,

/s/ J. Antonio Arias

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ATTORNEY FOR CITY OF KANSAS CITY

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been sent either by mail or electronic mail to all parties of record on this 14th day of February, 2025.

/s/ Sreenivasa Rao Dandamudi

Sreenivasa Rao Dandamudi

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 27th day of February 2025.



Nancy Dippell

Nancy Dippell
Secretary

MISSOURI PUBLIC SERVICE COMMISSION

February 27, 2025

File/Case No. GE-2023-0393

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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.