

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

In the Matter of Spire Missouri, Inc.	)	
d/b/a Spire (East) Purchased	)	Case No. GR-2021-0127
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 the disputed issue between Spire Missouri and Staff in this case.

1. On October 30, 2020, Spire Missouri filed tariff sheets with the Missouri Public Service Commission (“Commission”) to change its Purchased Gas Adjustment (“PGA”) rate for its eastern service territory and Actual Cost Adjustment (“ACA”), thereby initiating File No. GR-2021-0127. This ACA review period will reconcile the actual gas costs Spire Missouri incurred for the 2019-2020 ACA period.

2. Staff conducted its investigation and filed its full ACA Review and Recommendation Report (“Report”) on May 27, 2022. Subsequently, Spire Missouri, the Office of the Public Counsel (“OPC”), and the Environmental Defense Fund (“EDF”) filed responses to Staff’s Report.

3. The filed responses to the Report indicate that the only monetary dispute between Staff and Company relates to the prudence and appropriate index upon which to price a particular Asset Management Agreement transaction (“AMA”) entered into during the 2019-2020 ACA period.

4. The Signatories have engaged in settlement negotiations and have reached this *Partial Stipulation and Agreement* (“Agreement”) to resolve the issue set forth in Staff’s Report

that were contested by Spire Missouri. The OPC, EDF, Consumers Council of Missouri, and Midwest Energy Consumers Group have been advised of this Partial Stipulation and Agreement, and no party objects to it.

5. The Signatories agree to a settled total disallowance in the amount of \$600,000, which would resolve the issues set forth in Staff's Report that were contested by Spire Missouri. The \$600,000 will be credited to Spire's ACA balance. This disallowance is intended to resolve all monetary issues between Staff's Report and Spire including, without limitation, disputes regarding the AMA. Disputes, positions, and objections of any non-Signatory party, if any, relating to the STL Pipeline matter are not addressed or resolved by this Partial Stipulation.

#### **GENERAL PROVISIONS OF AGREEMENT**

6. 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.

7. 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 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 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.

8. 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 AMA dispute only: (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 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.

9. 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 and the attachments appended hereto.

**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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**ATTORNEYS FOR SPIRE MISSOURI, INC**

**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 6th day of January, 2023.

*/s/ Lew Keathley*

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Lew Keathley