

**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