

BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

In the Matter of the Application of Spire Missouri)
Inc. d/b/a Spire, for Permission and Approval)
and a Certificate of Convenience and Necessity)
to Construct, Install, Own, Operate, Maintain,) **File No. GA-2021-0216**
and Otherwise Control and Manage a Natural)
Gas Distribution System to Provide Gas Service)
in Barry County, Missouri as an Expansion of its)
Existing Certificated Areas.)

ORDER DIRECTING NOTICE AND ESTABLISHING TIME FOR FILINGS

Issue Date: January 13, 2021

Effective Date: January 13, 2021

On January 12, 2021, Spire Missouri Inc. (Spire or the Company) filed an Application For Certificate of Convenience and Necessity for Barry County and Request for Waiver (Application) with the Missouri Public Service Commission (Commission) requesting permission and approval for a certificate of convenience and necessity (CCN) to construct, install, own, operate, maintain, and otherwise control and manage a natural gas distribution system to provide gas service in Barry County, Missouri, as a further expansion of its existing certificated area.¹ The application seeks a waiver of the 60-day notice requirement of Commission Rule 20 CSR 4240-4.017(1) (D).

The Commission will direct notice be given and set deadlines for intervention applications and responses. The Commission will also direct the Commission Staff to file a recommendation with regard to Spire's application.

THE COMMISSION ORDERS THAT:

1. The Commission's Data Center shall provide a copy of this Order and Spire Missouri, Inc.'s application to the county commission of Barry County, Missouri.

2. The Commission's Public Policy and Outreach Department shall provide notice of Spire Missouri, Inc.'s application to the members of the General Assembly representing residents of Barry County, as well as to the news media serving residents of Barry County.

3. Applications for intervention shall be filed no later than February 12, 2021. Any such filing shall be submitted through the Commission's electronic filing and information system or delivered to:

Secretary
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102

4. No later than February 19, 2021, the Commission's Staff shall file either a recommendation regarding Spire Missouri, Inc.'s application or a status report indicating when it expects to file a recommendation.

5. This order shall be effective when issued.



BY THE COMMISSION

A handwritten signature in cursive script that reads "Morris L. Woodruff".

Morris L. Woodruff
Secretary

Paul T. Graham, Regulatory Law Judge,
by delegation of authority pursuant
to Section 386.240, RSMo 2016.

Dated at Jefferson City, Missouri,
on this 13th day of January, 2021.

In the Matter of the Application of Spire Missouri Inc., for)
Permission and Approval and a Certificate of Convenience and)
Necessity to Construct, Install, Own, Operate, Maintain, and) Case No. _____
Otherwise Control and Manage a Natural Gas Distribution)
System to Provide Gas Service in Barry)
County, Missouri as an Expansion of its)
Existing Certificated Areas.)

COMES NOW Spire Missouri Inc. (“Spire” or the “Company”), by and through its undersigned counsel, and, pursuant to Section §393.170 RSMo, and Commission Rules 20 CSR 4240-2.060 and 20 CSR 4240-3.205, requests permission and approval for a certificate of convenience and necessity (“CCN”) to construct, install, own, operate, maintain, and otherwise control and manage a natural gas distribution system to provide gas service in Barry County, Missouri, as a further expansion of its existing certificated area. Pursuant to Commission Rule 20 CSR 4240-4.017(1)(D), the Company also requests a waiver from the notice provisions of Rule 20 CSR 4240-4.017(1). In support of this request, Spire respectfully states as follows to the Missouri Public Service Commission (“Commission”):

1. Spire is a public utility and gas corporation incorporated under the laws of the State of Missouri, with its principal office located at 700 Market Street, St. Louis, Missouri 63101.

2 A Certificate of Good Standing evidencing Spire's standing to do business in Missouri was submitted in Case No. GF-2020-0334 and is incorporated by reference herein for all purposes. The information in such Certificate is current and correct.

3. Spire is engaged in the business of distributing and transporting natural gas to customers in Missouri as a gas corporation subject to the jurisdiction of the Commission. Spire provides gas service in Missouri to customers in the City of St. Louis and the Counties of St. Louis, St. Charles, Crawford, Jefferson, Franklin, Iron, St. Genevieve, St. Francois, Madison, Butler, Andrew, Barry, Barton, Bates, Buchanan, Carroll, Cass, Cedar, Christian, Clay, Clinton, Cooper, Dade, Dekalb, Greene, Henry, Howard, Jackson, Jasper, Johnson, Lafayette, Lawrence, McDonald, Moniteau, Newton, Pettis, Platte, Ray, Saline, Stone, and Vernon.

4. Other than cases that have been docketed at the Commission, Spire has no pending action or final unsatisfied judgments or decisions against it from any state or federal agency or court within the past three years that involve customer service or rates. Spire has no annual report or assessment fees that are overdue.

5. All correspondence, communications, notices, orders and decisions of the Commission with respect to this matter should be sent to the undersigned counsel and to:

Wesley E. Selinger
Director, Rates and Regulatory Affairs
Spire Missouri Inc.
700 Market Street, 5th Floor
St. Louis, Missouri 63101
(314) 230-5867
wes.selinger@spireenergy.com

6. Spire seeks a service area CCN to provide gas to a single project located in Sections 2 and 11, Township 23 North, Range 28 West of Barry County in Missouri. The listed sections above are areas where a customer has contacted Spire with a need for a distribution system extension

to service a poultry operation. The legal descriptions of the new areas are set forth in the attached Appendices. Attached as Appendix 1 is a plat drawn to a scale of one-half inch (1/2") to the mile on maps comparable to county highway maps issued by the Missouri Department of Transportation or a plat drawn to a scale of two thousand feet (2,000') to the inch. Natural gas serviced is not currently offered by an unregulated or other regulated entity in any of the areas for which a CCN is sought because, as explained below, Spire is not seeking CCN for the City of Wheaton, Missouri.

7. The rates for the proposed area will be those approved and in effect for the customers in the adjoining Spire certificated areas, until such rates may be changed by approved tariff or order of the Commission. Spire estimates the proposed project will result in two additional customers. The names and addresses of the additional customers are attached in Appendix 2. Appendix 2 has been identified as Confidential pursuant to Commission Rule 20 CSR 4240-2.135(2)(A)1, because it contains information relating directly to specific customers. Estimated project revenues and expenses for the first three years of operations are shown in the feasibility study attached as Appendix 3. Appendix 3 has been identified as Confidential pursuant to Commission Rule 20 CSR 4240-2.135(2)(A)3 and 4, because it contains information relating market-specific information. No external financing will be required for construction related to this project.

8. While this application was initiated by the specific project request described above, Spire is also requesting a CCN for the entirety of Barry County, Missouri, with the exception of the city of Wheaton, Missouri in Township 24, Range 29, Sections 27, 28, 33, and 34, for the reasons set forth below. The city of Wheaton is an exception due to it having its own municipal natural gas service. Appendix 4 shows a section of the map of Missouri's Natural Gas Pipelines prepared by

the MPSC. This map highlights Barry County and some surrounding counties. Spire is currently the only natural gas distribution company in the county except for the city of Wheaton as discussed above. There are no other regulated natural gas utilities in the county serving customers in Barry County. Spire's system currently serves approximately half of the county. Spire's system serves the city of Monett, moves south towards the city of Prudy, continues to move further south to the city of Cassville, and then moves west to supply the city of Exeter. It is logical for Spire to continue to expand, serve, and bring value to the citizens of Barry County. Specific certificated areas are designed to help set boundaries for utility service. A whole county application is appropriate in Barry County since there are no competing regulated natural gas companies doing business in the same area or county. The table attached in Appendix 5 contains all sections, townships, and range information in Barry County in which Spire is not currently certificated to serve.

9. Spire has been contacted by, and made efforts to engage with, diverse area stakeholders including local employers, farms, and County officials, to discuss the benefits of expanding the Company's gas service footprint in the County. Appendix 6 contains letters of support from customers who are interested in receiving natural gas service and Tyson Foods Inc. Appendix 6 has been identified as Confidential pursuant to Commission Rule 20 CSR 4240-2.135(2)(A)1, because it contains information relating directly to specific customers. Spire has seen a significant increase in natural gas service requests in Barry County over the past two years and believes filing requests for a CCN on an individual project basis would be inefficient, increase costs, and be burdensome on the regulatory system. Approaching these requests on an individual basis also causes a level of uncertainty for the requesting customers who need to carefully plan for the ability to utilize natural gas service. These customers stand to benefit greatly from the ability to

utilize natural gas service because it will save them money and give them access to a safe and reliable energy source. Attached as Appendix 7 is a table including a list of customers within Barry County that have communicated their interest in utilizing natural gas service. Appendix 7 has been identified as Confidential pursuant to Commission Rule 20 CSR 4240-2.135(2)(A)1, because it contains information relating directly to specific customers. Appendix 7 provides general information about these potential customers' service requirements and demonstrates that they stand to save thousands of dollars annually through the use of natural gas. Appendix 7 also contains a map highlighting Spire's system and current service areas in relation to the potential new customer locations. In addition, the Company believes that with the significant increase in these service requests, the interest expressed by potential customers and Barry County itself, filing these requests on an individual project basis is administratively burdensome for all parties.

10. Spire holds all necessary franchises and permits from municipalities, counties, or other authorities that are required for Spire to serve the subject areas. Documentation that provides assent from Barry County can be found in Appendix 8. Appendix 9 contains a signed affidavit of Patti Reardon, Manager, Small Commercial and Industrial, Spire Missouri, asserting that all information regarding this proposed CCN is accurate and truthful.

11. Spire's experience in the operation of natural gas systems gives it the ability to provide this service in an efficient manner. For all reasons set forth herein, a grant of the application will further the public convenience and necessity.

REQUEST FOR WAIVER FROM 60-DAY NOTICE RULE

12. Commission Rule 20 CSR 4240-4.017(1) provides, in part, as follows:

Any person that intends to file a case shall file a notice with the secretary of the commission a minimum of sixty (60) days prior to filing such case. Such notice shall detail the type of

case and issues likely to be before the commission and shall include a summary of all communication regarding substantive issues likely to be in the case between the filing party and the office of the commission that occurred in the ninety (90) days prior to filing the notice.

13. Rule 20 CSR 4240-4.017(1)(D) permits a party to request a waiver of the above cited rule for good cause. The rule provision specifically provides that good cause may be established by submitting a verified declaration that the filing party has had no communication with the office of the commission within the prior one hundred fifty (150) days regarding any substantive issue likely to be in the case. The Company interprets this to mean that good cause is established if the filing party has had no communication with a member of the office of the Commission outside of pleadings or other public communications. Subject to that understanding, the Company has attached to this request a verified declaration that neither the Company nor any person or entity acting on behalf of the Company, has had a communication with a member of the office of the Commission in the last 150 days regarding any substantive issues that are likely to arise in the case. For that reason, the Company requests that the Commission grant a waiver of the 60-day notice requirement for Spire Missouri's application for a CCN in Barry County.

WHEREFORE, Spire requests, for good cause shown, that the Commission waive the notice requirement of 20 CSR 4240-4.017(1) approve this Application, issue a CCN to Spire as set forth above and in the attached schedules, and grant such other and further relief as is just and proper under the circumstances.

Respectfully submitted,

/s/ Rachel L. Niemeier

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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 this 12th day of January, 2021

General Counsel's Office
Missouri Public Service Commission
staffcounsel@psc.mo.gov

Office of the Public Counsel
opcservice@ded.mo.gov

/s/ Rachel L. Niemeier

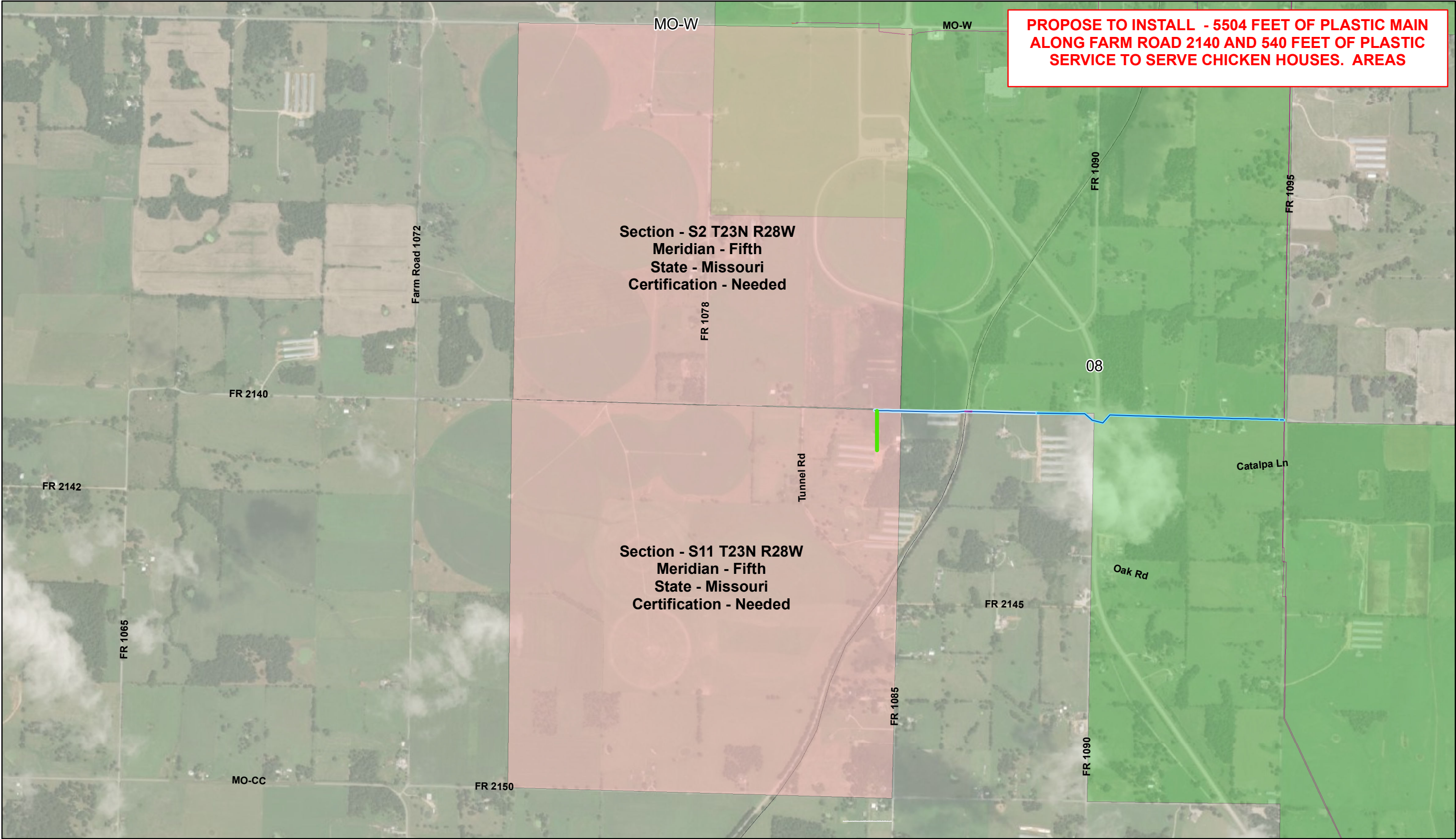
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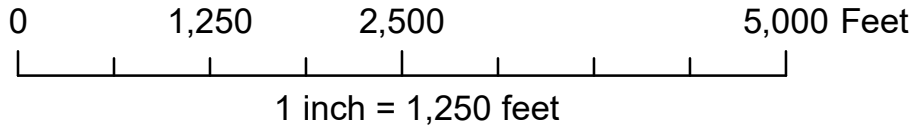
/s/ Patti Reardon

Patricia “Patti” Reardon

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Job Description: 8th Day Farm Extension



Maximo Work Order: 21171369
Project #: 803748



**Appendix 2 has been marked as Confidential pursuant
to Commission Rule 20 CSR 4240-2.135(2)(A)1**

**Appendix 3 has been marked as Confidential pursuant to
Commission Rules 20 CSR 4240-2.135(2)(A)3 and 4**

Missouri Natural Gas Pipelines

Prepared by
Missouri Public Service Commission



(Not to Scale)

- Intrastate Natural Gas Pipelines
- Communities having or approved for natural gas
- + Denotes change of ownership
- Interstate Natural Gas Transmission Company Pipelines
- FERC jurisdiction.
- Denotes municipally-owned power plant (e.g. Marshall, Mo.)

Safety of natural gas service directly to large industrial customers is regulated by the Missouri Public Service Commission.

Natural gas is distributed to the City of St. Louis and all areas of St. Louis County by Spire Missouri East

The MoPSC has pipeline safety jurisdiction over municipal-owned natural gas operators and intrastate investor-owned natural gas companies. These municipal-owned natural gas operators are listed below and the six intrastate investor-owned natural gas companies under MoPSC pipeline safety jurisdiction are highlighted in the Gas Pipeline Index table at the bottom of the map.

Note: Some municipals not listed are in a joint utility agreement with other municipal operators.

Albany	Monroe City
Altamont/Frohna	Montgomery City
Berger	New Florence
Bernie	New Haven
Bethany	Oronogo
Bismark	Paris
Clarence	Perry
Cuba	Perryville
Fulton	Plattsburg
Granby	Potosi
Grant City	Princeton
Green City	Richland
Hermann	St. James
Kennett	St. Robert
Liberal	Shelbina
Macon	City Utilities of Springfield
Madison	Stanberry
Marshall	Unionville
Mercer	Waynesville
Middletown	Wheaton
Milan	

2010 Population of Incorporated Missouri Cities and Towns (data furnished by the Missouri Census Data Center)

▲	1 TO 249
●	250 TO 999
○	1,000 TO 4,999
●	5,000 TO 9,999
●	10,000 TO 19,999
■	20,000 AND OVER

— UNDERLINE INDICATES COUNTY SEAT

Missouri Landfill Gas Plants under MoPSC pipeline safety jurisdiction:
Patterson High School LFG System
Toro Energy of Missouri, L.L.C.
Ameresco Jefferson City, L.L.C.

(These Landfill Gas Systems Are Not Shown on the Map)

Natural gas is distributed to the Kansas City area by Spire Missouri West

Operating Ethanol Plants in Missouri:

Golden Triangle (Craig, Mo.)
Lifeline Foods, LLC (St. Joseph)
Mid-Missouri Energy, Inc. (Malta Bend, Mo.)
POET Biorefining (Missouri Ethanol in Laddonia, Mo.)
POET Biorefining (Northeast Missouri Grain in Macon, Mo.)
Show-Me Ethanol, LLC (Carrollton, Mo.)

(These Ethanol Plants Are Not Shown on Map)

DISCLAIMER: Pipeline locations provided are for informational purposes only. The information displayed on this map is for general reference purposes only, is intended to display an approximate depiction of the general location of natural gas pipelines and interconnections, and does not provide accurate pipeline location information. This map may not show all natural gas transmission pipelines or laterals, and does not show individual natural gas distribution piping systems. This map should not be used to identify exact locations of pipelines, or as a substitute for contacting the Missouri One-Call System prior to excavation activities (see note below).



Missouri Public Service Commission
Consumer Service Hotline
1-800-392-4211

Gas Pipeline Index

AM -Ameresco Missouri	M -Municipal Distribution System	EMRT -Enable Mississippi River Transmission, LLC	SSC -Southern Star Central Gas Pipeline, Inc.
EDG -The Empire District Gas Company	ITPC -Interstate Transmission Pipeline Companies	MGP -MOGAS Pipeline, LLC	TIGT -Tallgrass Interstate Gas Trans., LLC
SME -Spire Missouri East	ANR -ANR Pipeline Company	NGPL -Natural Gas Pipeline Company Of America (KMI)	TET -Texas Eastern Transmission, LP
SMW -Spire Missouri West	AWG -Arkansas Western Gas Company	OGT -Ozark Gas Transmission, LLC (Spectra Energy Partners, LP)	
SNGM -Summit Natural Gas of Missouri	EGT -Enable Gas Transmission, LLC	PEPL -Panhandle Eastern Pipeline Company	
		REX -Rockies Express Pipeline, LLC	

AWG

Revised: July 12, 2018

Uncertified Boundaries in Barry County MO

Township Number	Range Number	Section Number	Township & Direction	Range & Direction
21	25	1	T21N	R25W
21	25	2	T21N	R25W
21	25	3	T21N	R25W
21	25	4	T21N	R25W
21	25	5	T21N	R25W
21	25	6	T21N	R25W
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21	25	8	T21N	R25W
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21	25	28	T21N	R25W
21	25	29	T21N	R25W
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26	28	32	T26N	R28W
26	28	33	T26N	R28W
26	28	34	T26N	R28W
26	28	35	T26N	R28W
26	29	36	T26N	R29W



Spire Inc.
520 E 5th Street
Joplin MO 64801

formerly Missouri Gas Energy

As poultry growers we're interested in the possibility of extending natural gas service to our homes and agricultural operations. The availability and connection to natural gas could produce substantial fuel cost savings. These savings would be extremely advantageous in an exceptionally competitive industry.



**Confidential pursuant to Commission Rule 20
CSR 4240-2.135(2)(A)1**



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520 E 5th Street
Joplin MO 64801

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**Confidential pursuant to Commission
Rule 20 CSR 4240-2.135(2)(A)1**



TO: Patty Rearden, Spire

DATE: 10-12-2020

RE: Natural Gas expansion

I am writing the letter in support of the natural gas industry's intentions to expand natural gas availability in southwest Missouri. I believe this to be a very positive move to promote sustainability and growth of the poultry industry in the area by providing our contract producers more choices for their energy needs. Having more competitive choices allows our grower base to better manage and plan for expected costs associated with poultry production. I also believe this effort will over time benefit smaller businesses and residential needs through better accessibility.

Sincerely, ,



**Confidential pursuant to Commission
Rule 20 CSR 4240-2.135(2)(A)1**



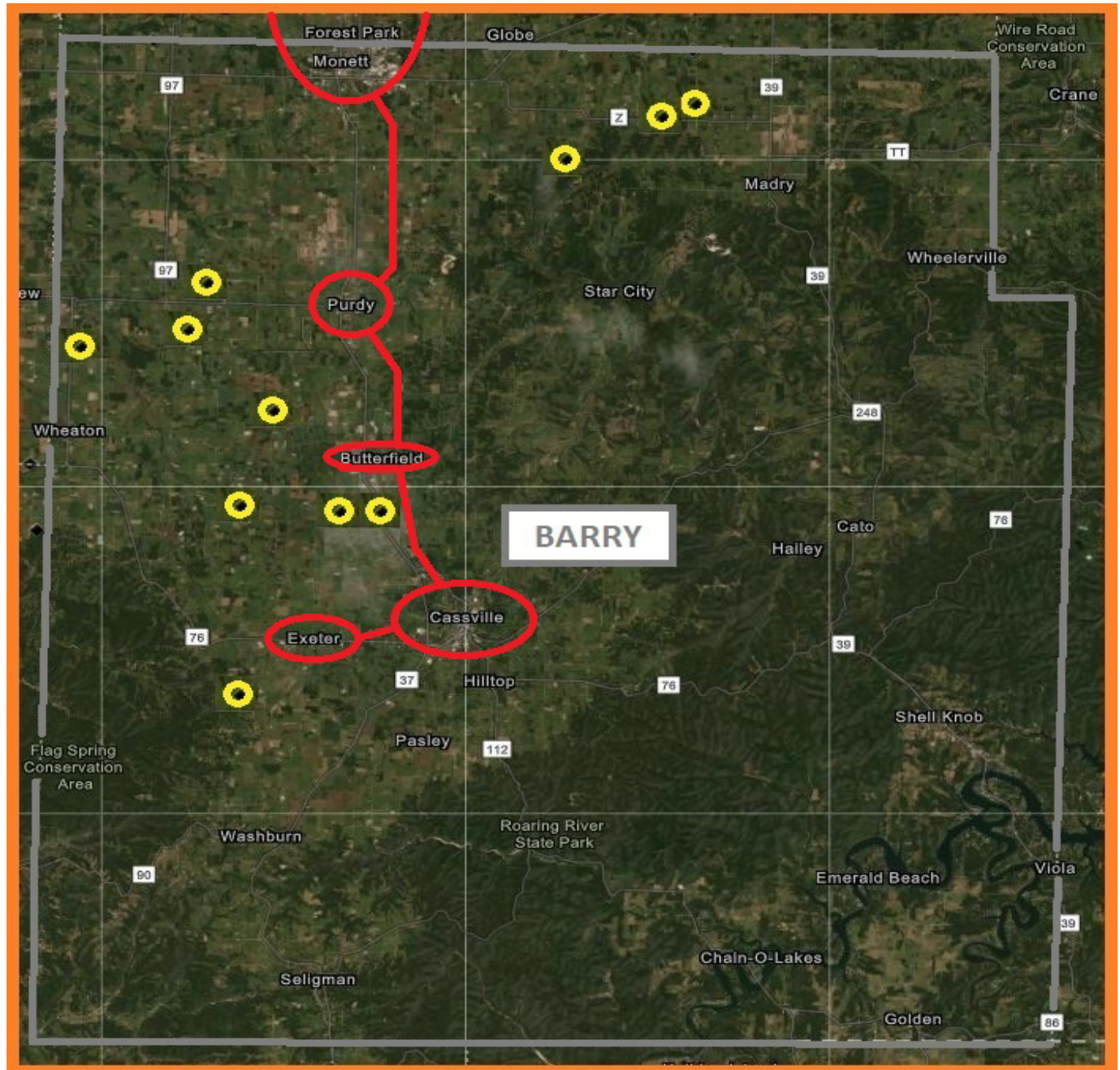


Table in Appendix 7 has been marked as
Confidential pursuant to Commission Rule 20 CSR
4240-2.135(2)(A)1

NATURAL GAS UTILITY RIGHT-OF-WAY AGREEMENT

This Right-of-Way Permit Agreement ("Agreement") made and entered into on this 19 day of November, 2020 ("Effective Date"), by and between Barry County, Missouri ("County") and Spire Missouri, Inc. ("Spire").

RECITALS

A. County is vested with the authority to determine its local affairs and to perform all powers of local legislation and administration as it deems appropriate to protect and preserve the interests of the citizens of Barry County, Missouri, including under § 229.100, RSMo. with respect to the county roads and right-of-way.

B. Spire is a natural gas public utility, regulated by the Missouri Public Service Commission, that seeks to install natural gas mains, services, and appurtenant facilities in the rights-of-way and public highways of Barry County, in order to serve its citizens.

C. It is the intent and purpose of County to support the orderly development of natural gas utility service within appropriate geographical areas of County and to define the terms and conditions of the County's assent thereto.

D. County and Spire desire to set forth their understanding and agreement related to the use of Designated Roads during construction and operation of the Project and comply with terms of the permit granted herein.

AGREEMENT

In consideration of the mutual promises and covenants in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Section 1. Consent; Assent; Use of County Roads. The right, permission and authority is hereby granted to, and vested in Spire, its successors and assigns, to construct, reconstruct, excavate for, place, replace, extend and maintain all necessary or appropriate mains, service pipes, conduits, conductors, vaults, vaporizers, regulators and other equipment with all necessary or appropriate appurtenances and appliances in connection therewith, in, along, across, over and under the streets, roads, bridges and other public places within the corporate limits of County, and areas dedicated to the County for public right of way (collectively, "County ROW"), for the purpose of transmitting, furnishing, transporting and distributing gas for light, heat, power and other purposes within the County; all such equipment, appliances and apparatus to be installed and maintained with due regard to the rightful use by other persons with vehicles or otherwise, of the streets, roads, bridges and other public places and areas dedicated to the County for public right of way; and exercise of the rights, permission and authority hereby granted shall at all times be subject to lawful regulation by the County in the exercise of its police powers.

Section 2. Permits; Notice; Submission of Plans. Spire must comply with any lawful ordinance now existing in the County or enacted in the future requiring Spire to obtain written permits or other approval from the County prior to commencement of construction of facilities within the County ROW. In the absence of such ordinances, the following provisions will apply:

Spire will provide notice to County, no later than thirty (30) days prior to initiating construction of non-emergency modifications or new utility facilities in the County ROW, and will provide an estimated completion date for such project. County shall be entitled to provide commercially reasonable input to Spire with respect to modifications or new utility facility construction as it relates to impacts on County ROW and Spire shall incorporate any reasonable requests or modifications into the project. Spire shall submit plans for the construction of the project to the extent that the project requires excavation within the County ROW. During the work on the project, Spire agrees to provide project data reasonably requested by County, in a form maintained by Spire and in a reasonable time after receipt of the request.

Section 3. Restoration of County Right of Way. Spire, after work or excavation within any County ROW, shall provide for restoration of the same and surrounding areas to substantially the same condition and material as prior to the performance of the work, including the pavement and its foundation, in accordance with generally accepted road construction standards. Weather permitting, restoration of the County ROW shall be completed within thirty (30) days of completion of Spire's work, unless Spire obtains an extension from County, which will not be unreasonably withheld. Spire shall warrant its restoration of County ROW as set forth in applicable Missouri statutes, including without limitation § 67.1834, RSMo.. In the event Developer fails to restore the County ROW within thirty (30) days of completion of the work, or has not acquired an extension, the County shall be authorized to perform its own restoration required as a result of the excavation, and Spire shall reimburse the County for the actual costs of such restoration within thirty (30) days of notice by the County.

Section 4. Compliance with applicable safety and construction codes. Spire agrees to perform any excavation work in the County ROW in accordance with all applicable safety and construction codes, to the extent not inconsistent with Public Service Commission rules and regulations. Spire shall require any contractor or subcontractor used for the performance of work or excavation work in the County ROW to be properly licensed pursuant to the laws of the state of Missouri and each contractor or subcontractor shall have the same obligations with respect to its work as if the work were performed by Spire. Spire shall be responsible for ensuring that the work of contractors and subcontractors is performed consistent with its permits and applicable law, and will be responsible for promptly correcting acts or omissions by any contractor or subcontractor.

Section 5. Term; Termination. The term of this agreement shall be perpetual, unless terminated by either party. Spire may terminate this agreement upon thirty (30) days' written notice to County.

County may, after reasonable notice and an opportunity to cure, terminate this Agreement and revoke the rights granted Spire hereunder until the breach is cured, in the event of a material breach of the terms and conditions of this Agreement, including, but not limited to: (i) a material

violation of a provision of this Agreement; (ii) a material misrepresentation of fact in the representations, warranties, and agreements set forth in this Agreement; (iii) a failure to timely complete restoration work, unless the failure to complete the work is due to reasons beyond Spire's control; (iv) a failure to correct, after notice and a reasonable opportunity to cure, work that does not conform to applicable national safety codes or industry construction standards that are no more stringent than national safety codes.

Section 6. Abandoned Equipment or Facilities; Road Projects. In the event any of Spire's facilities located within the County ROW are: (i) declared abandoned or (ii) no longer in active use and physically disconnected from the active portion of Spire's gas distribution system, then such facilities shall be deemed abandoned in place, and County may take physical possession of them and exercise control over them.

In the event County deems it necessary or advisable to widen or change the course of any County ROW, or to install other roadway improvements, in a location in which Spire has installed facilities pursuant to this Agreement, and County's proposed work will present an unavoidable physical conflict with Spire's facilities, then Spire will relocate its facilities at its sole cost and expense upon no less than 120 days' notice from County of the proposed work. This provision will not apply to any Spire facilities located in private easement, it being the express intent of the parties that Spire's relocation requirements are limited to its facilities located within County ROW.

Section 7. Due Authorization. The Parties represent and warrant that this Agreement has been duly authorized, executed and delivered and constituted a valid and binding obligation against the Parties. No consent or authorization of any other person or governmental authority is required to make this Agreement effective, except for any regulatory approvals required by the Missouri Public Service Commission.

Section 8. Severability. If any provision of this Agreement is found to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected and shall remain in full force and effect.

Section 9. Amendments. This Agreement constitutes the entire agreement and understanding of the Parties. No waiver, modification or amendment to this Agreement is effective unless made in writing and duly executed by the Parties. Waiver by either Party of any breach or failure to comply with any provision of term of this Agreement by the other Party shall not be construed as, or constitute a waiver of any other provision.

Section 10. Notices. All notices shall be in writing and sent to the Parties at their respective addresses set forth below by certified mail, or to such other address as either Party shall designate in writing to the other Party at any time.

If to County: Presiding Commissioner
Attention: Gary Youngblood
700 Main St., Ste. 2
Cassville, Missouri 65625

If to Spire: Spire Missouri
Attn: Right of Way Department
700 Market Street
St. Louis, Missouri 63101

With a copy to: legalnotices@spireenergy.com

Section 11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and together shall constitute one agreement.

Section 12. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri, without respect to any conflict of law provisions. In the event of litigation, County and Spire hereby agree to waive any right to trial by jury, and the parties agree that the sole and exclusive venue for any such litigation shall be in the state or federal courts having jurisdiction over Barry County, Missouri.

Section 13. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

Section 14. Indemnification. Spire shall keep the County ROW free and unencumbered of any charge or lien arising in connection with Spire's actions under this Agreement. Spire shall indemnify and hold said County harmless from all liability, judgments, decrees, costs, expenses and attorneys' fees incurred or imposed on account of injury or damage to person or property arising from the negligent acts or omissions or mismanagement of Spire or its subcontractors in the construction, reconstruction, excavation, extension, restoration, or maintenance of the mains, service pipes, conduits, conductors or other equipment in along, across, over or within the County ROW in the exercise of any of the rights and privileges conferred by this Agreement. Such indemnity shall not include actions or omissions of County or its elected officials, employees, or agents arising out of or resulting from the performance of any freestanding obligations or duties of the County unrelated to Spire's rights under this Agreement. Under no circumstances will any party hereto be responsible for any incidental, special, consequential, punitive or exemplary damages in connection with this Agreement. Notwithstanding anything to the contrary, each party will be responsible to the extent permitted by law, for injuries occurring to or damages suffered by their respective employees or for worker's compensation claims filed by the respective party's employees.

Section 16. Insurance and Construction Performance Bond; Self-Insurance. Spire represents and warrants that it has in excess of twenty-five million dollars in net assets, , and does not have a history of permitting noncompliance within the County, and therefore certificates of insurance or proof of sufficient self-insurance and proof of construction performance bonds or self-insurance are not required. In the event this representation or warranty is no longer true and accurate or does not apply, Spire agrees to furnish to the County, upon request, certificates of insurance or proof of sufficient self-insurance coverage showing that Spire is carrying policies with insurance companies acceptable to County covering Spire's liability for public liability and

property damage, in an amount not less than \$2,000,000 per occurrence/aggregate, and construction performance bonds to cover the costs of the work described in this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

BARRY COUNTY, MISSOURI

SPIRE MISSOURI INC.

By: Gary Youngblood

By: _____

Name: Gary Youngblood

Name: _____

Title: Barry County Presiding Commissioner Title: _____

ATTEST:

By: G. A.

Name: GARY SHAD

Title: Barry County Associate Commissioner

**AN ORDER OF THE COUNTY COMMISSION OF BARRY COUNTY, MISSOURI
GRANTING TO SPIRE MISSOURI, ITS SUCCESSORS AND ASSIGNS, AN ASSENT
TO USE OF THE RIGHT OF WAY LOCATED ON PUBLIC ROADS OR HIGHWAYS
OF BARRY COUNTY, MISSOURI, FOR THE PURPOSE OF INSTALLING,
MAINTAINING AND PROVIDING NATURAL GAS DISTRIBUTION SERVICE AND
RELATED FACILITIES**

WHEREAS, Barry County, Missouri (the "County") is a third class county and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri; and

WHEREAS, Spire Missouri, Inc. ("Spire Missouri") is a Missouri corporation duly authorized to conduct business in Missouri and is engaged in the construction and operation of natural gas distribution facilities in Missouri; and

WHEREAS, Spire Missouri intends to request and obtain a Certificate of Convenience and Necessity from the Missouri Public Service Commission, recognizing that projects to be placed in service by the Company in Barry County are in the public interest and authorizing it to construct natural gas distribution facilities in Southwest Missouri and, specifically, in the County; and

WHEREAS, Spire Missouri anticipates utilizing the public roads and highways of the County as construction routes; and

WHEREAS, Spire Missouri intends to install natural gas distribution facilities under the public roads and highways of the County; and

WHEREAS, the County, acting by and through its County Commission, desires to grant to Spire Missouri its assent authorizing Spire Missouri to construct, install and maintain natural gas facilities under the public roads or highways of the County.

NOW, THEREFORE, BE IT ORDAINED AND ORDERED BY THE COUNTY COMMISSION OF BARRY COUNTY, MISSOURI, AS FOLLOWS:

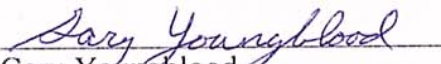
Section 1. There is hereby granted to Spire Missouri, its successors and assigns, the assent of Barry County (the "County") pursuant to section 229.100, RSMo. of the Revised Statutes of Missouri for the use of the right of way located on public roads and highways of Barry County, Missouri, for the construction of natural gas distribution or related facilities through, on, under, and across said public roads or highways, subject to the validity, effectiveness, and terms and conditions of the Agreement described in Section 2. Notwithstanding the foregoing, the assent granted herein shall not be invalidated by the subsequent repeal of section 229.100 of the Revised Statutes of Missouri.

Section 2. The County Commission ratifies, approves, adopts and authorizes the Right-of-Way Agreement attached hereto and incorporated herein by reference as

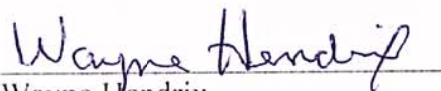
Attachment 1.

Section 3. Gary Youngblood, Presiding Commissioner, is hereby authorized and directed to execute and deliver the agreement set forth in Attachment 1, and such other documents as may be necessary to carry out and comply with the intent of this Order and the transactions contemplated herein. The County Commission is hereby authorized and directed to take such further action, and execute such other documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Order with respect to the transactions contemplated in the agreement set forth in Attachment 1.

RESOLVED AND ORDERED this 19 day of November, 2020.



Gary Youngblood
Presiding Commissioner

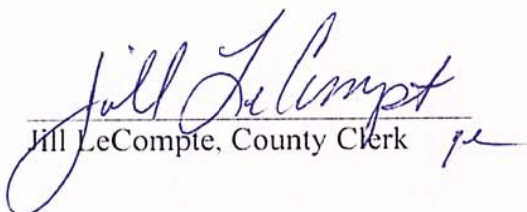


Wayne Hendrix
Associate Commissioner, Southern District



Gary Shad
Associate Commissioner, Northern District

ATTEST:



Jill LeCompte, County Clerk

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

In the Matter of the Application of Spire Missouri	)	
Inc. for a Certificate	)	
of Convenience and Necessity to Construct, Install,	)	
Own, Operate, Maintain, and Otherwise Control	)	Case No:
and Manage a Natural Gas Transmission Line to	)	
Provide Gas Service to a single customer in Barry	)	
County not served by Natural Gas	)	
Expansion of its Existing Certificated Areas.	)	

AFFIDAVIT

STATE OF MISSOURI	)	
	)	SS.
COUNTY OF JACKSON	)	

Patricia Reardon, of lawful age, being first duly sworn, deposes and states:

1. My name is Patricia “Patti” Reardon. I am Manager, Small Commercial and Industrial Business Development for Spire Missouri Inc. My business address is 7500 E. 35th Terrace, Kansas City, Missouri, 64129.

2. The purpose of this affidavit is to comply with Commission Rule 20 CSR 4240-3.205(1)(D) and 4240.060(1)(M) requiring Spire to file a certified copy of the document granting it the necessary consent or franchise or an updated affidavit attesting that it has received the necessary county consent for the requested service territory expansion.

3. Spire received a written and signed consent letter from the Barry County Commission on November 19, 2020. The Barry County Commission’s signed consent letter has been included in this Appendix.

4. Under penalty of perjury, I hereby declare that the information contained herein, and in the attached documents is true and correct to the best of my knowledge and belief.

Patti Reardon

Patricia "Patti" Reardon

January 11, 2021

Dated

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 day of 13th January, 2021.




Morris L. Woodruff
Secretary

MISSOURI PUBLIC SERVICE COMMISSION

January 13, 2021

File/Case No. GA-2021-0216

**Missouri Public Service
Commission**

Staff Counsel Department
200 Madison Street, Suite 800
P.O. Box 360
Jefferson City, MO 65102
staffcounsel@psc.mo.gov

Office of the Public Counsel

Marc Poston
200 Madison Street, Suite 650
P.O. Box 2230
Jefferson City, MO 65102
opc@opc.mo.gov

County of Barry, Missouri

County Commission Clerk
700 Main, Suite 2
Barry County Courthouse
Cassville, MO 65625

Spire

Matthew Aplington
700 Market Street
Saint Louis, MO 63101
matt.aplington@spireenergy.com

Spire

Goldie Bockstruck
700 Market Street
St. Louis, MO 63101
goldie.bockstruck@spireenergy.com

Spire

Rachel Niemeier
700 Market Street
St. Louis, MO 63101
rachel.niemeier@spireenergy.com

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

Sincerely,



**Morris L. Woodruff
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.