

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

The Staff of the Missouri Public Service
Commission

Complainant

vs.

Spire Missouri Inc., doing business as
Spire Missouri West (formerly doing
Business as Missouri Gas Energy)

Respondent.

File No. GC-2020-0127

**STIPULATION AND AGREEMENT AND
STATUS REPORT ON THE STIPULATION AND AGREEMENT**

COMES NOW the Missouri Public Service Commission Staff (“Staff”), by and through Staff Counsel’s Office, and files a copy of a Stipulation And Agreement between Staff and Spire Missouri Inc., d/b/a Spire Missouri West (“Spire Missouri”) executed on September 30, 2019 and filed in File No. GS-2019-0015. Staff also provides a Status Report on said Stipulation And Agreement. In support thereof, Staff states as follows:

1. After extensive negotiations between Staff and Spire Missouri, on September 30, 2019, in File No. GS-2019-0015, a Stipulation And Agreement between Staff and Spire Missouri was filed respecting the eight Recommendations made by Staff in its July 31, 2019 Gas Incident Report and Complaint against Spire Missouri. Said Stipulation And Agreement is attached hereto. (See Attachment 1). The Recommendations are respecting areas related to the violations with the intended effect of said Recommendations being a prevention of a recurrence of the violations. The Recommendations are individually addressed in the Stipulation And Agreement at

paragraphs 6-13 regarding the process for their ongoing resolution between Spire Missouri and Staff (i.e., an agreed to “action plan” referred to in the Gas Incident Report and Complaint concerning the effectuation of the Recommendations). The items set out in the “action plan” have specific dates and the “action plan” is presently occurring. The Recommendations are also addressed in paragraphs 14, 15, and 21 of the Stipulation And Agreement. The matter of a payment to the Public School Fund of the State of Missouri if the Stipulation And Agreement is approved by the Commission is addressed in paragraph 16. The matter of the provision for this payment to the Public School Fund of the State of Missouri is also addressed in paragraphs 17-21 of the Stipulation And Agreement.

2. The Stipulation And Agreement was first filed in File No. GS-2019-0015. On October 30, 2019, the Commission in File No. GS-2019-0015 issued an Order Directing Staff To File A Complaint in response to the filing of the Stipulation And Agreement in the gas pipeline safety investigation file. The Commission stated it recognized that Spire Missouri is affirmatively addressing the issues raised in Staff’s Report but the file was opened merely to receive a report, not consider the merits of a Stipulation And Agreement. The Commission further related that although the Stipulation And Agreement creates a contractual relationship between the signatory parties, a separate complaint file is necessary in order for the Commission to consider the Stipulation And Agreement as a resolution of alleged violations.

WHEREFORE Staff files in the instant Complaint file a copy of the Stipulation And Agreement between Staff and Spire Missouri executed on September 30, 2019, and provides a Status Report on the Stipulation And Agreement.

Respectfully submitted,

/s/ Steven Dottheim

Steven Dottheim, Mo. Bar No. 29149

Chief Deputy Staff Counsel

(573) 751-9285 (Fax)

(573) 751-7489 (Phone)

steve.dottheim@psc.mo.gov (E-mail)

Missouri Public Service Commission

PO Box 360

Jefferson City, MO 65102

**Attorney for the Staff of the
Missouri Public Service Commission**

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been mailed, hand-delivered, transmitted by facsimile or electronically mailed to all counsel of record this 6th day of November, 2019.

/s/ Steven Dottheim

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

In the Matter of the Application of Spire Missouri)	
Inc. d/b/a Spire Missouri West Concerning a)	Case No. GS-2019-0015
Natural Gas Incident at 1106 Paseo Boulevard in)	
Kansas City, Missouri)	

STIPULATION AND AGREEMENT

COMES NOW, Spire Missouri Inc., d/b/a Spire Missouri West (“Spire Missouri” or “the Company”), and the Staff of the Missouri Public Service Commission (“Staff”), collectively referred to herein as the “Signatories,” and hereby submit this *Stipulation and Agreement* (“Agreement”) for approval by the Commission.

BACKGROUND

1. On July 16, 2018, a natural gas fire occurred in Kansas City, Missouri, while a three-person work crew was abandoning the existing service line to 1106 The Paseo. The individuals performing the work were employed by a contractor, hired to perform work for Spire Missouri. Two of the contractors received burn injuries. No outside party property was damaged as a result of the incident.

2. On July 19, 2018, the Staff filed a *Motion to Establish a Case for Investigation of a Gas Safety Incident* for the July 16, 2018 natural gas fire at 1106 The Paseo.

3. On July 31, 2019 the Missouri Public Service Commission Staff (“Staff”) filed its Gas Incident Report and a cover pleading regarding its investigation of the July 16, 2018 Natural Gas Incident at 1106 The Paseo. Staff’s Report identified violations of the Missouri Public Service Commission’s (“Commission”) gas pipeline safety and drug and alcohol testing rules and included recommendations to ultimately improve Spire Missouri’s gas pipeline safety and drug and alcohol testing procedures. Staff’s cover pleading indicated that Staff intended to file a complaint.

4. On August 1, 2019, the Commission issued its *Order Directing Spire Missouri Respond to Staff's Gas Incident Report* by no later than August 30, 2019.

5. On August 30, 2019, Spire Missouri filed a *Motion for Extension of Time to Respond to Staff's Gas Incident Report*, requesting until September 30, 2019 to either file a Stipulation and Agreement ("Agreement"), or a Response. Spire Missouri and Staff have been engaged in discussions to resolve the matters addressed in Staff's Report. As a result of these discussions, the Signatories have entered into an Agreement resolving all matters addressed by Staff in its Report. The Signatories believe that the Agreement addresses the matters addressed in Staff's Report in a manner that advances safety for customers, employees and the public in the future.

AGREEMENT AMONG THE SIGNATORIES

6. Spire Missouri agrees to update its Standards and Procedures to include Contractor Oversight Requirements for Staff review no later than by September 30, 2019. Following its review, Staff will discuss any questions or concerns with Spire Missouri. Spire Missouri agrees to finalize its Contractor Oversight Requirements no later than December 31, 2019.

7. Spire Missouri agrees to create a list of tasks that require Spire Missouri oversight when the tasks are to be performed by a contractor for Staff review no later than by September 30, 2019, including any task that involves planned work in a hazardous gas atmosphere. Following its review, Staff will discuss any questions or concerns with Spire Missouri. Spire Missouri agrees to finalize its list of contractor tasks that require Spire Missouri oversight no later than December 31, 2019.

8. Spire Missouri agrees to be more proactive in ensuring contractors are maintaining compliance with Commission pipeline safety rules by:

a. reviewing contractor training materials to ensure that the requirements of applicable pipeline safety rules and Spire Missouri's procedures to implement these rules are covered in sufficient detail during training;

b. conducting random and/or routine field evaluations of contractor employees' knowledge, skills and abilities to perform assigned tasks using a Spire Missouri created form or other standardized form. At a minimum,

i. these evaluations will include field verification of contractor company employee operator qualification records to ensure that contractor company employees are qualified to perform the covered tasks required by the job being performed;

ii. verification that the procedures being used in the field are the same as the latest approved Spire Missouri procedures, and that the individuals performing the covered tasks are following those procedures;

iii. determination that all tools and special equipment identified in the procedures are present at the job site and are properly employed in the performance of the tasks are used as described;

iv. verification that the individuals performing covered tasks are cognizant of the Abnormal Operating Conditions ("AOCs") that are applicable to the tasks observed;

c. quality assurance checks (verify the presence of working fire extinguisher, personal protective equipment and any specialized tools and equipment identified in the procedures); and

d. review contractor employees' qualifications to perform covered tasks.

Spire Missouri will provide to Staff for review no later than October 31, 2019, a draft copy of the form to be used during field evaluations. Following its review, Staff will discuss any questions or concerns with Spire Missouri. Spire Missouri will finalize the form to be used during field evaluations no later than December 31, 2019. Spire Missouri has recently established a Field Operations Quality Assurance ("QA") department that will review these types of activities. This group will be responsible for compliance requirements associated with plastic fusion and welder certification. Additionally, they will make routine field audits of Company and contract personnel to ensure compliance with Company policies and procedures. In addition the QA group will perform audits of contractor training programs and electronic audits of operator qualifications. This initial review will begin in September 2019. After the review is completed and, if necessary, current procedures are updated, the QA group will conduct a meeting with all contractors as soon as practicably feasible, to discuss the expectations and review processes Spire Missouri will utilize going forward.

9. Spire Missouri agrees to develop a guideline for Staff review no later than by September 30, 2019 that will assist Spire Missouri in taking a more proactive role to ensure that Drug and Alcohol Testing is performed as required when future incidents involve a contractor employee. Following its review, Staff will discuss any questions or concerns with Spire Missouri. Spire Missouri agrees to finalize this guideline no later than November 30, 2019.

10. As part of Spire Missouri's Distribution Integrity Management Program ("DIMP") Plan, the Company will track incorrect operations data specifically attributable to its contractors. The potential sub-threat of Incorrect Operations-Contractor Work will be reviewed by Spire Missouri's Subject Matter Resources to determine the potential of this threat to the system in

September 2019. If applicable, the Company will include the threat in the risk ranking model by December 31, 2019.

11. Spire Missouri agrees to have a draft document to modify its Hazardous Atmospheres procedures, to include an appropriate level of management review and approval of planned work that includes the creation of a Hazardous Atmosphere by September 30, 2019. Spire Missouri agrees to provide the draft document to Staff for review no later than by September 30, 2019. Following its review, Staff will discuss any questions or concerns with Spire Missouri. Spire Missouri agrees to finalize this procedure no later than November 30, 2019.

12. Spire Missouri will finish its review of the Operator Qualification Program¹, add any new provisions that may be required pursuant to that review and Staff's recommendations in Staff's Gas Incident Report, and notify Staff of the outcome of its review of its Operator Qualification Program by October 31, 2019. This review and any modification will ensure the Operator Qualification Program addresses the following: (1) that all covered tasks performed on its pipeline facilities are included in the covered task list; (2) that the evaluation list for each covered task is that currently required by Spire Missouri for employees to perform covered tasks; (3) that for each Spire Missouri approved provider of Operator Qualification evaluations, create a list of evaluations required to be considered qualified for each specific covered task listed in Spire Missouri's Operator Qualification Program and (4) that Spire Missouri Contract Inspectors have been provided the list referred to in (3) such that Contract Inspectors working for Spire Missouri have the necessary tools to verify that contractor employees have the qualifications to perform the covered tasks required by their work.

¹ For purposes of this Agreement, the term "Operator Qualification Program" refers to the entire operator qualification process which includes the Operator Qualification Plan, Task Lists associated with the Plan, any related training provided, computer-based assessments and performance evaluations. For purposes of this Agreement, the term "Operator Qualification Plan" refers to the Operator Qualification Plan document.

If this review discloses any gaps within the Operator Qualification Plan, the Plan will be corrected and updated prior to December 31, 2019. In addition to notifying Staff of the outcome of its review, Spire Missouri will provide any draft updates and the list(s) referred to in (3) above to Staff no later than November 30, 2019. Following its review, Staff will discuss any questions or any concerns with Spire Missouri after November 30, 2019 and after any gaps are addressed by Spire Missouri. Spire Missouri agrees to finalize any updates required as a result of its review no later than January 31, 2020.

13. Annually, for each contractor company employed by Spire Missouri, Spire Missouri agrees to conduct an in-depth review of contractor company operator qualification programs to ensure that the listed required training and evaluation methods to perform each covered task meet the requirements of Spire Missouri's own Operator Qualification Program for its own employees. Spire Missouri agrees to complete the first annual review by October 31, 2019. Going forward, documentation will show the dates when this review occurs each year. In addition to notifying Staff of the outcome of its review, Spire Missouri will provide the results of its review to Staff no later than November 30, 2019. Following its review, Staff will discuss any questions or any concerns with Spire Missouri.

14. Staff agrees to complete its review of Spire Missouri's updated procedures (made pursuant to this Agreement) within 30 calendar days of receipt.

15. Unless otherwise indicated, Spire Missouri agrees to implement the procedures and updates identified herein within 60 days upon finalization of that procedure or guideline. For instance, if a procedure or guideline is required to be finalized by December 31, 2019, that procedure or guideline will be implemented March 1, 2020.

16. Spire Missouri agrees to pay the sum of \$33,000 to the Public School Fund of the State of Missouri. The payment shall be due within fourteen (14) calendar days after the effective date of a Commission order approving this Agreement.

17. Spire Missouri agrees to not seek or recover this sum in rates in any future rate case.

18. Spire Missouri agrees to submit evidence of the above payment in this case, when such payment is submitted.

19. Staff agrees to not seek or support the imposition of penalties for any of the violations, or other matters specifically related to the facts of this incident investigation case. Nothing in this Agreement shall preclude Staff from addressing similar facts related to other situations, events or incidents in future proceedings.

20. In the event that Spire Missouri fails to make the payment identified in paragraph sixteen (16) above or comply with any of the Agreements set forth herein, Staff may take any actions against Spire Missouri and pursue any and all remedies provided by law.

21. Unless otherwise indicated, Spire Missouri will file with the Commission, the status of compliance with the provisions of this Agreement by April 15, 2020.

GENERAL PROVISIONS

22. This Agreement is being entered solely for the purpose of settling this docket. Except as explicitly agreed otherwise herein, none of the Signatories shall be deemed to have approved or acquiesced in any question of Commission authority, ratemaking or procedural principle, valuation methodology, cost of service methodology or determination, depreciation principle or method, rate design methodology, cost allocation, cost recovery, or prudence that may underlie this Agreement or for which provision is made in this Agreement. Except as explicitly

provided herein, none of the Signatories shall be prejudiced or bound in any manner by the terms of this Agreement in this or any other proceeding.

23. If the Commission does not unconditionally approve this Agreement without modification, and notwithstanding its provision that it shall become void thereon, neither this 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 to a hearing on the matters presented by the Agreement, regarding cross-examination or a decision in accordance with Section 536.080.1 RSMo. 2016 or Art. V, Section 18 Mo. Const. The Signatories shall retain all procedural and due process rights as fully as though this Agreement had not been presented for approval, and any suggestions or memoranda, testimony or exhibits that may have been offered or received in support of or in opposition to this Agreement shall thereupon 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.

24. To assist the Commission in its review of this Agreement, the Signatories also request that the Commission advise them of any additional information that the Commission may desire from the Signatories related to the matters addressed in this Agreement, including any procedures for furnishing such information to the Commission.

25. If requested by the Commission, the Staff shall submit to the Commission a memorandum responsive to the Commission's request. Each Signatory shall be served with a copy of any memorandum and shall be entitled to submit to the Commission within five (5) days of receipt of the Staff's memorandum, a responsive memorandum which shall also be served on all Parties. The contents of any memorandum provided by any Signatory are its own and are not

acquiesced in or otherwise adopted by the other Signatory to this Agreement, whether or not the Commission approves and adopts this Agreement.

26. The Staff also shall provide, at any agenda meeting at which this Agreement is noticed to be considered by the Commission, whatever oral explanation the Commission requests. The Staff shall, to the extent reasonably practicable, provide the other Signatories with advance notice of when the Staff shall respond to the Commission's request for such explanation once such explanation is requested from the Staff. The Staff's oral explanation shall be subject to public disclosure, except to the extent it refers to matters that are privileged or protected from disclosure pursuant to any Protective Order issued in this case.

27. Except as specified herein, the Signatories to the Agreement shall not be prejudiced, bound by, or in any way affected by the terms of this Agreement: (a) in any future proceeding; (b) in any proceeding currently pending under a separate docket; and/or (c) in this proceeding, should the Commission decide not to approve the Agreement or in any way condition its approval of the same, except as stated herein. Because this is an Agreement for the purpose of settling matters in this case, it shall not be cited as precedent or referred to in testimony in any subsequent or pending judicial or administrative proceeding, except that this shall not be construed to prohibit reference to its existence in future proceedings, including proceedings to enforce compliance with its terms.

28. The provisions of this Agreement have resulted from extensive discussions and negotiations among the Signatories and are interdependent and non-severable. If the Commission does not approve this Agreement unconditionally and without modification, or if the Commission approves the Agreement with modifications or conditions to which a Signatory objects, then this Agreement shall be void and none of the Signatories shall be bound by any of the agreements or provisions hereof.

29. In the event the Commission accepts the specific terms of this Agreement, the Signatories waive their respective rights: a) to cross-examine witnesses pursuant to Section 536.070(2) RSMo.; b) to present oral argument and written briefs pursuant to Section 536.080.1 RSMo.; c) to the reading of the transcript by the Commission pursuant to Section 536.080.2 RSMo.; d) to rehearing pursuant to Section 386.500 RSMo.²; and d) to judicial review pursuant to Section 386.510 RSMo. This waiver applies only to a Commission Order respecting this Agreement issued in this proceeding approving this Agreement unconditionally and without modification, and does not apply to any matters raised in any subsequent Commission proceeding, or any matters not explicitly addressed by this Agreement.

30. This Agreement contains the entire agreement of the Signatories concerning the matters addressed herein.

31. This Agreement does not constitute a contract with the Commission. Acceptance of this Agreement by the Commission shall not be deemed as constituting an agreement on the part of the Commission to forego the use of any discovery, investigatory powers or other statutory powers which the Commission presently has. Thus, nothing in this Agreement is intended to impinge or restrict in any manner the exercise by the Commission of any statutory right, including the right to access information.

32. If approved and adopted by the Commission, this Agreement shall constitute a binding agreement among the Signatories. The Signatories shall cooperate in defending the validity and enforceability of this Agreement and the operation of this Agreement according to its terms.

² Staff does not have the right to rehearing.

WHEREFORE, the undersigned Signatories respectfully request that the Commission issue an Order approving this Agreement in its entirety, and closing this case.

Respectfully Submitted,

/s/ Goldie T. Bockstruck
Goldie T. Bockstruck MoBar#58759
Director, Associate General Counsel
Spire Missouri Inc.
700 Market Street, 6th Floor
St. Louis, MO 63101
314-342-0533 Office
314-421-1979 Fax
Goldie.Bockstruck@spireenergy.com

/s/ Steven Dottheim
Steven Dottheim, Mo. Bar No. 29149
Chief Deputy Staff Counsel
E-mail: steve.dottheim@psc.mo.gov
Phone: 573-751-7489
Fax: 573-751-9285
Attorney for Staff of the
Missouri Public Service Commission
P. O. Box 360
200 Madison St., Ste. 800
Jefferson City, MO 65102

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing Stipulation and Agreement was served on the Office of the Public Counsel this 30th day of September 2019 by hand-delivery, fax, electronic or regular mail.

/s/ Goldie T. Bockstruck