

**STATE OF MISSOURI  
PUBLIC SERVICE COMMISSION**

At a session of the Public Service Commission held at its office in Jefferson City on the 4<sup>th</sup> day of December, 2024.

The Staff of the Missouri Public Service Commission,	)	
	)	
Complainant,	)	
	)	
v.	)	<b><u>File No. GC-2024-0305</u></b>
	)	
Spire Missouri Inc. d/b/a Spire,	)	
	)	
Respondent.	)	

**ORDER APPROVING STIPULATION AND AGREEMENT**

Issue Date: December 4, 2024

Effective Date: January 3, 2025

On April 16, 2024,<sup>1</sup> the Staff of the Commission (Staff) filed a complaint against Spire Missouri Inc. d/b/a Spire for failure to follow its written damage prevention program by not timely locating and marking its natural gas pipelines to prevent damage to those pipelines by excavators. The complaint also made recommendations intended to further evaluate the risks posed by failure to follow the damage prevention program and to minimize the possibility of a recurrence of the same violations.

On November 14, Spire and Staff filed a *Full and Unanimous Stipulation and Agreement* (Agreement) that states that agreement has been reached on each of Staff's recommendations and the complaint has been resolved. Although the Agreement purports to be unanimous, the Office of the Public Counsel (OPC) is not a signatory to

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<sup>1</sup> All date references are to the year 2024, unless otherwise noted.

the Agreement. However, according to the Agreement, OPC was advised of the Agreement and did not object to it.

Commission Rule 20 CSR 4240-2.115(2) provides that if no party objects to a nonunanimous stipulation and agreement within seven days of its filing, the Commission may treat it as unanimous. More than seven days have passed since the Agreement was filed and no party has objected to it. Therefore, the Commission will treat the Agreement as unanimous.

The Agreement includes Spire's evaluation of the causes of past untimeliness of locating and marking its natural gas pipelines and Spire's plan for evaluating and improving the timeliness of its locates. The plan, attached to the Agreement as Appendix 1 and incorporated therein, addresses the safety concerns raised by Staff in its complaint. After reviewing the Agreement, the Commission finds that it is a reasonable resolution of the complaint and should be approved.

**THE COMMISSION ORDERS THAT:**

1. The *Full and Unanimous Stipulation and Agreement* filed on November 14, 2024, is approved, and the signatory parties are ordered to comply with its terms. A copy of the *Full and Unanimous Stipulation and Agreement* is attached to this order.
2. This order shall become effective on January 3, 2025.

3. This file shall be closed on January 4, 2025.

**BY THE COMMISSION**



*Nancy Dippell*

Nancy Dippell  
Secretary

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

Seyer, Regulatory Law Judge

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

Staff of the Missouri Public Service Commission,	)	
	)	
Complainant,	)	
	)	
v.	)	File No. GC-2024-0305
	)	
Spire Missouri Inc. d/b/a Spire,	)	
	)	
Respondent	)	

**FULL AND UNANIMOUS STIPULATION AND AGREEMENT**

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

1. On April 16, 2024, Staff of the Missouri Public Service Commission (“Staff”) filed a Formal Complaint as a follow-up to its investigation in Docket No. GS-2022-0261. Staff included a series of recommendations for the Commission to order Spire to implement.
2. The Parties agree that an agreement has been reached on each of Staff’s recommendations, discussed in detail below, and the Formal Complaint should be dismissed.
3. The Office of the Public Counsel (“OPC”) has been advised of this Stipulation and does not object to it. However, at this time, the OPC is unable to verify the prudence of costs that will be incurred pursuant to this Stipulation and reserves the right to review and address such prudence in a future rate case proceeding.
4. The Parties agree that Spire Missouri shall implement and follow the plan attached as Appendix 1. The plan contains Spire Missouri’s evaluations of both past trends affecting locate timeliness and factors that resulted in increased or decreased timeliness across specific periods of

time, and provides Spire Missouri's plan for providing locates of its underground facilities within the time allowed under Section 319.030 RSMo., including having sufficient personnel to meet locate request demand. The Parties agree that the plan attached as Appendix 1 addresses Staff's Recommendation A., Recommendation B., Recommendation C., and Recommendation D, provided this plan is implemented and followed by Spire Missouri.

5. The Parties agree that Spire Missouri will amend or supplement the plan in Appendix 1 as needed, including proposing alternative actions if locates are not being performed within the requirements of Section 319.030 RSMo.

6. The Parties agree that Spire Missouri shall create or modify existing procedures to define the process of how contract locators are to communicate issues discovered in the field to Spire Missouri.

7. The Parties agree that Spire Missouri shall create or modify existing procedures to define how Spire Missouri will communicate audit findings to contract locators, and work with the contractor locators to prevent any problem(s) from recurring in the future.

8. The Parties agree that in at least one of its procedures, Spire Missouri shall identify and define each specific category it intends to use as a root cause description of an excavation damage event.

9. The Parties agree Spire Missouri shall inform and train its damage prevention personnel on the definitions of each specific category of Root Cause Description of an excavation damage event.

10. The Parties agree that Spire Missouri will include failure to timely locate facilities as one of the specific categories of root cause description of an excavation damage event.

11. The Parties agree that Spire Missouri shall resume tracking and evaluation of damages caused by failure to timely locate its facilities.

12. The Parties agree that for the actions described in Paragraphs 6 through 11, Spire Missouri will demonstrate completion of each action within 90 days of a Commission order approving this Stipulation.

13. A copy of each created or modified procedure will be provided to Staff within 20 days after the change is made in accordance with the requirements of 20 CSR 4240-40.030(1)(J)1.

### **GENERAL PROVISIONS OF AGREEMENT**

14. **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.

15. **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.

16. 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.

17. Merger and Integration: This Stipulation and Appendix 1 contain 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 these documents.

**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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**ATTORNEYS FOR SPIRE MISSOURI INC.**



**/s/ J. Scott Stacey**  
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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 either by mail or electronic mail to all parties of record on this 14<sup>th</sup> day of November, 2024.

*/s/ J. Antonio Arias*

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J. Antonio Arias

**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 4<sup>th</sup> day of December 2024.**



*Nancy Dippell*  
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**Nancy Dippell**  
**Secretary**

**MISSOURI PUBLIC SERVICE COMMISSION**

**December 4, 2024**

**File/Case No. GC-2024-0305**

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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**

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Recipients listed above with a valid e-mail address will receive electronic service. Recipients without a valid e-mail address will receive paper service.