

**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	)	

**COMPLIANCE FILING**

COMES NOW Spire Missouri Inc. (“Spire Missouri” or “Company”) and respectfully submits this filing demonstrating compliance with the *Full and Unanimous Stipulation and Agreement* (“Stipulation”) that was approved by the Missouri Public Service Commission (“Commission”) on December 4, 2024, stating the following:

1. The parties, Spire Missouri and Staff of the Commission, agreed that Spire Missouri would demonstrate compliance with Paragraphs 6 through 11 of the Stipulation within 90 days of the Commission order approving the Stipulation. Below, Spire Missouri provides the Stipulation term followed by an explanation of the compliance action:

**Paragraph 6**

**Term:** 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.

**Action:** Spire Missouri has modified its Contract Locating Procedure in its Standard Operating Procedures (SOPs), which was published on March 3, 2025, and will be provided to Staff within 20 days of this date.

### **Paragraph 7**

**Term:** 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.

**Action:** Spire Missouri has modified its Contract Locating Procedure in its SOPs, which was published on March 3, 2025, and will be provided to Staff within 20 days of this date.

### **Paragraph 8**

**Term:** 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.

**Action:** Spire Missouri has modified its Damage Prevention Program in its SOPs, which was published on March 3, 2025, and will be provided to Staff within 20 days of this date.

### **Paragraph 9**

**Term:** 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.

**Action:** Spire Missouri's damage prevention personnel has received and reviewed the modified Damage Prevention Program discussed above, including the definitions of each specific category.

### **Paragraph 10**

**Term:** 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.

**Action:** Spire Missouri has modified its Damage Prevention Program in its SOPs to specifically include a category for failure to timely locate facilities.

**Paragraph 11**

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

**Action:** Spire Missouri will continue to track and evaluate these damages.

**WHEREFORE,** the Parties respectfully request the Commission accept this filing in compliance with the Stipulation.

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 either by mail or electronic mail to all parties of record on this 3rd day of March, 2025.

*/s/ J. Antonio Arias*

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J. Antonio Arias