

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

Staff of the Missouri Public Service Commission,)	
)	
Complainant,)	
)	
v.)	File No. GC-2025-0241
)	
Spire Missouri Inc. d/b/a Spire,)	
)	
Respondent)	

FULL AND UNANIMOUS STIPULATION AND AGREEMENT

COME NOW Spire Missouri Inc. (“Spire Missouri” or the “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:

BACKGROUND

1. On October 5, 2023, a natural gas incident occurred in Holt, Missouri, while a crew was replacing a segment of natural gas pipeline that had become exposed within a creek. Employees of both Spire Missouri and contractors working for Spire Missouri were present at the incident location at the time it occurred. One of the contractor employees was injured in the course of performing the work.
2. On October 16, 2023, the Staff filed a *Motion to Establish a Case* for investigation of Spire’s compliance with Commission rules in Case No. GS-2024-0137.
3. On November 27, 2024, Staff filed its *Gas Incident Report*, alleging violations of the Missouri Public Service Commission’s gas pipeline safety and drug and alcohol testing rules and included recommendations to Spire and the Commission.

4. On March 3, 2025, Staff filed a Formal Complaint as a follow-up to its investigation in Docket No. GS-2024-0137. Staff included a series of recommendations for the Commission to order Spire to implement.

5. The Parties agree that an agreement has been reached on each of Staff's recommendations, discussed in detail below, and request Commission approval of this agreement.

6. The Office of the Public Counsel ("OPC") has been advised of this Stipulation and does not object to it.

7. The Parties agree that Spire Missouri will provide a final listing of corrective actions identified by Spire Missouri during its post incident review ("PIR") and root cause analysis investigations to the Commission. For each identified corrective action item, the Parties agree that Company will provide either the date the corrective action item was completed or a timeline for completion. The Parties further agree that Spire Missouri will submit quarterly reports on the status of the implementation of the corrective actions and include an explanation if any identified corrective actions are no longer being considered as required by Spire Missouri.

8. The Parties agree that Spire Missouri will:

a. Add to its workflow that when the determination is made that there is a federally reportable incident requiring a drug and alcohol test according to 49 CFR § 199.105 & 49 CFR § 199.225, the assigned supervisor will notify the Designated Employer Representative ("DER") of all employees on-site whose performance cannot be completely discounted as a contributing factor to the accident, so those employees may be drug and alcohol tested within the time required for both tests.

b. Add to its workflow how and where specimens are collected following an incident, including when employees are working outside of their normal service areas, and when employees are hospitalized following the incident.

9. The Parties agree that Spire Missouri will confirm its vendor, National Compliance Management Services (“NCMS”) ensures that contractors have alcohol and drug testing plans that are compliant with the applicable Department of Transportation regulations for testing following a federally reportable incident. The Parties agree that following a federally reportable incident, Spire Missouri’s DER will notify NCMS that an incident with a specific contractor has occurred, so that NCMS may confirm that the contractor followed its alcohol and drug testing plan. Spire Missouri remains responsible for the compliance of its contractors.

10. The Parties agree that Spire Missouri will create and/or amend the applicable standard operating procedures (“SOPs”) to produce safe, repeatable results during tapping, stopping, and bagging operations similar to those required by the project in Holt, MO, including additions and/or amendments to cover:

a. Valve Isolation and Protection (“VIP”; Spire Missouri’s tag-out procedure) and Air-Assisted Purging, including detailed methodology and when it is and is not approved to use the processes,

b. Information about which specific valves and equipment are subject to the above the processes, and

c. Process to validate operator qualification. Through its operator qualification program software, the Company monitors qualification status of employees and contractor employees on a frequent basis to ensure compliance. In addition, the Company’s supervision and contract inspectors have access to the qualification status of a

given employee or contract employee through the use of the software. As part of its VIP SOP, operations will require isolation and protection must be performed by a qualified employee, including tapping and stopping/squeeze off operations.

In amending such procedures, the Company will take into consideration Staff's recommendation to use "shall" or "must" instead of "should."

11. The Parties agree that if Spire Missouri intends to utilize its VIP process during tapping, stopping, and bagging operations, the Company's VIP SOP will include:

a. Details on personnel authority for completing a VIP including determination of who has the authority to do so;

b. Details on personnel authority for releasing a VIP including determination of who has the authority to do so;

c. Details on how a tag will be utilized in this process and specifically how the tag will prevent unauthorized operation of equipment;

d. Details on how Spire will train employees and provide SOPs to contractors to be trained on how to effectuate the VIP procedure and what training will be required to obtain the authority to perform the VIP procedure on equipment and then remove all VIP devices; and

e. Details on how Spire will train all of its employees and provide SOPs to contractors to be trained on how to recognize when VIP devices are in place, and how to recognize who has the authority to remove VIP devices.

12. The Parties agree that Spire Missouri will amend its Prevention of Accidental Ignition SOP to ensure that only material rated for the pipeline facilities' segment maximum

allowable operating pressure is used and that the Tapping, Stopping, and Bagging SOP should be utilized for gas pipeline isolation.

13. The Parties agree that Spire Missouri will follow its procedure with respect to changes to covered tasks performed on its pipelines. Additionally, the Parties agree that for each change in a procedure that can potentially affect a covered task, the procedure should be updated to address:

- a. Communication of the change(s) to the persons responsible for design and planning of these covered tasks; and
- b. Include evaluation criteria regarding the changes in the testing criteria for qualification or re-qualification on the affected covered tasks.

14. The Parties agree that Spire Missouri will amend its Distribution Integrity Management Program (“DIMP”) Plan to include, under Incorrect Operations, new sub-threats of “Incorrect Installation of Pipe/Fittings by a Spire Contractor” and “Incorrect Installations of Pipe/Fittings by a Spire Employee” in the Company’s next DIMP Plan update.

15. The Parties agree that Spire Missouri will conduct a DIMP program re-evaluation to determine the relative risk of each threat including sub-threats within the threat category of incorrect operations. Additionally, as part of the DIMP program re-evaluation, the Parties agree that Spire Missouri will ensure that it determines if any measures to address the risk posed by incorrect operations are necessary to reduce the risk posed to its pipeline.

16. The Parties agree that Spire Missouri will continue ensuring that it communicates all procedural changes to its Inspection Contractors.

17. The Parties agree Spire Missouri will develop or modify its procedures required by this Stipulation by August 30, 2025, and the Company will provide a copy of each created or

amended SOP to Staff for review within 20 days after the change is made in accordance with the requirements of 20 CSR 4240-40.030(1)(J)1. Staff's initial review will begin in October 2025 and complete its review by October 31, 2025. Following its review, Staff will discuss any questions or concerns with Spire Missouri. Spire Missouri agrees to finalize each created or amended SOP no later than December 1, 2025.

18. Spire Missouri agrees to pay the sum of \$50,000 to the Public School Fund of the State of Missouri. The payment shall be due no later than October 1, 2025.

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

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

GENERAL PROVISIONS OF AGREEMENT

21. 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.

22. 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.

23. 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.

24. Merger and Integration: This Stipulation contains 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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**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 10th day of June, 2025.

/s/ J. Antonio Arias
