

**STATE OF MISSOURI
PUBLIC SERVICE COMMISSION**

At a session of the Public Service
Commission held at its office in
Jefferson City on the 23rd day of
July, 2025.

The Staff of the Missouri Public Service
Commission,

Complainant,

v.

Spire Missouri Inc. d/b/a Spire,

Respondent.

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Case No. GC-2024-0260

ORDER APPROVING STIPULATION AND AGREEMENT

Issue Date: July 23, 2025

Effective Date: August 2, 2025

On March 25, 2024, the Staff of the Commission (Staff) filed a complaint against Spire Missouri Inc. d/b/a Spire alleging that Spire violated certain sections of the Commission's Gas Pipeline Safety Rule, 20 CSR 4240-40.030, with respect to the failure to requalify employees on applicable plastic pipe joining procedures within 15 months in 2020, to install plastic pipe joints in accordance with Spire's procedures, and to investigate a plastic pipe joint failure in accordance with Spire's procedures.

At the request of Spire, and the consent of Staff, the Commission granted several extensions of time for Spire to file its answer to the complaint. On November 15, 2024, Spire filed its answer.

On July 11, 2025, 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 Agreement disposes of the issues raised in the complaint. Although the Agreement purports to be unanimous, the Office of the Public Counsel (OPC) is not a signatory to the Agreement. However, according to the Agreement, OPC has been advised of the Agreement and does 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.

After reviewing the Agreement, the Commission finds that it is a reasonable resolution of the complaint and should be approved. Further, given the lack of opposition to the Agreement, the Commission finds it reasonable to make this order effective in less than 30 days.

THE COMMISSION ORDERS THAT:

1. The *Full and Unanimous Stipulation and Agreement* filed on July 11, 2025, 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 August 2, 2025.

3. This file shall be closed on August 3, 2025.



BY THE COMMISSION

Nancy Dippell

Nancy Dippell
Secretary

Hahn, Ch., Coleman, 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-2024-0260
)	
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:

1. On March 25, 2024, Staff filed a Formal Complaint as a follow-up to its investigation in Docket No. GS-2022-0047. 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 request Commission approval of this Stipulation.

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

4. Spire Missouri has replaced the fittings that Staff identified in its Formal Complaint, Recommendation 1, and shall provide details pertaining to the completion of the removal and replacement of the mechanical joints to Staff within thirty (30) days following the Commission approval of this filing.

5. The Parties agree that Spire Missouri has developed and will implement the sampling program of the plastic pipe joints and the fusion joints, which is attached as **Appendix 1**. The Parties agree that Spire Missouri will provide quarterly updates regarding the progress and results of the sampling program. Following the conclusion of the sampling program, and a review and analysis of the results, the Parties agree to meet and review the terms of this Stipulation to determine whether actions required by this Stipulation are still necessary. The Parties agree to meet within ninety (90) days following the conclusion of the sampling program.

6. The Parties agree that within sixty (60) days following the Commission approval of this Stipulation, Spire Missouri shall submit to Staff for review an action plan for tracking and monitoring: (i) the total number of leaks eliminated or repaired on plastic pipe joints that may have been completed by joiners when requalification had not been completed within 15 months and (ii) the number of eliminated or repaired leaks caused by incorrect installation of plastic pipe joints that may have been completed by joiners when requalification had not been completed within 15 months. Following its review, Staff will discuss any questions or concerns with Spire Missouri. To implement the tracking and monitoring, Spire Missouri shall determine:

(a) The frequency for review of the number of eliminated or repaired leaks described above,

(b) A method to identify an increasing frequency of eliminated or repaired leaks that requires additional actions (above what is required by 20 CSR 4240-40.030) to mitigate the risk of further leaks on joints that may have been completed by joiners when requalification had not been completed within 15 months, such as accelerated leak surveying or earlier repair or replacement of similar non-leaking joints,

(c) A threshold frequency of eliminated or repaired leaks that requires additional actions (above what is required by 20 CSR 4240-40.030) to mitigate the risk of further leaks on joints that may have been completed by joiners when requalification had not been completed within 15 months, such as accelerated leak surveying or earlier repair or replacement of similar non-leaking joints, and

(d) How additional actions will be developed and carried out (above what is required by 20 CSR 4240-40.030) to mitigate the risk of further leaks on joints that may have been completed by joiners when requalification had not been completed within 15 months, such as accelerated leak surveying or earlier repair or replacement of similar non-leaking joints.

7. The Parties agree that when Spire Missouri will include incorrect operation as a consideration in tracking and analysis of leaks that have the cause of “other” when the Company does not expose leaks on plastic pipe joints that may have been completed by a joiner during a time interval when requalification had not been completed within 15 months.

8. The Parties agree that Spire Missouri will continue its three-year leak survey program, providing quarterly reporting of the number of new leak indications at locations where plastic pipe joints may have been completed by a joiner during a time interval in which the joiner had not been requalified within 15 months. The Parties also agree that when new leak indications are found at locations where plastic pipe joints may have been completed by a joiner during a time interval in which the joiner had not be requalified within 15 months, Spire Missouri will investigate and repair all Class 3 leaks within twelve (12) months.

9. The Parties agree that Spire Missouri shall develop and follow written procedures that include a detailed summary of the processes put in place by the Company’s Operations

Support Department for the purpose of monitoring Operator Qualification (“OQ”) expiration dates and conducting field audits to verify the qualification of individuals completing work in the field. The Parties agree that Spire Missouri shall conduct and prioritize periodic field audits of jobs involving directional boring, pulling back of main, fusion and/or installation of main, welding, and the installation of service lines.

10. The Parties agree that Spire Missouri shall review its OQ Plan to verify that the requalification intervals used throughout its OQ Program are accurate and comply with minimum code requirements. Additionally, each time that its OQ Plan is updated (including the covered task list), the Parties agree that the Company will conduct a review to verify that the requalification intervals used throughout its OQ Program are accurate and comply with minimum code requirements.

11. The Parties agree that Spire Missouri will revise Standard Operating Procedure (“SOP”) 220.E to include:

- (a) That leaks will be exposed unless:
 - i. Operator field personnel safety is a concern;
 - ii. The leaks are on aging facilities, including the following: pre-70 steel pipe, pre-73 plastic pipe, cast iron pipe, copper pipe, bare steel pipe, wrought iron pipe, and isolated metallic pipe;
 - iii. Exposing the leak will result in excessive or complex restoration;
 - iv. There would be disruption to railroads;
 - v. There would be disruption to roads, including excessive traffic disruption; or

vi. The integrity of the line is in question (e.g. due to lightning strike or other excessive damage);

(b) Failure category and leak classification consistent with the information for the leak causes in the Pipeline and Hazardous Materials Safety Administration's ("PHMSA") Instructions for Completing Form PHMSA F 7100.1-1; and

(c) Instructions for completing leak repair documentation and additional information for which "Leak Cause" and "Leak SubCause" field personnel should select for determining leak causes.

12. The Parties agree that Spire Missouri will train field personnel to provide additional detail on leak orders when a leak may have special circumstances associated with the selected leak cause. The Parties also agree that Spire Missouri will train field personnel to provide justification, using the reasons provided in Paragraph 11.a., when leaks have been not exposed to determine the leak cause. Both the additional detail on leak causes and justification on why leaks have not been exposed will be captured in a freeform box on the Company's leak orders.

13. The Parties agree that Spire Missouri shall investigate failures in accordance with the Company's SOP 120.C, including testing of failed components to determine root causes of failures, and the Company shall train personnel who are likely to be involved in carrying out SOP 120.C.

14. The Parties agree that 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 twenty (20) days after the change is made in accordance with the requirements of 20 CSR 4240-40.030(1)(J)1. Following its review, Staff will discuss any questions or concerns with Spire Missouri.

15. Ratemaking Treatment:

(a) The Parties agree that Spire Missouri will not seek to recover, or include in any cost of service used for ratemaking, any costs incurred to: (i) replace the fittings referenced in Paragraph 4 of this Stipulation, (ii) develop and implement Phases 1 and 2 of the sampling program attached as Appendix 1, and (iii) develop and implement an action plan for tracking and monitoring discussed in Paragraph 6 of this Stipulation. As part of Phase 2 of the sampling program attached as Appendix 1, Spire Missouri will work with Staff to determine next steps, which, depending on the findings, could include additional inspections, either visual or destructive, or additional removal actions. As part of this process and prior to Spire Missouri filing its preliminary report of findings and recommendations with the Commission, Staff and Spire will additionally propose ratemaking treatment for the proposed next steps.

(b) The Parties agree that Spire Missouri shall fully track the costs it incurs pursuant to paragraph (a) above and provide such information to Staff upon request. Spire Missouri shall meet with Staff upon request and report on the progress of its commitments under this Stipulation.

GENERAL PROVISIONS OF AGREEMENT

16. 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.

17. 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.

18. 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.

19. 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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**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 11th day of July, 2025.

/s/ J. Antonio Arias

Mechanical Fitting Sampling Plan

In response to Staff Recommendation #2 as outlined below, Spire presents the following Plan.

2. *Staff recommends that Spire develop and implement a written plan for removing and testing a statistically valid sample of the plastic pipe joints were installed by joiners during a time interval in which the joiner had not been requalified within 15 months. Staff recommends that this sampling and testing plan includes at a minimum:*
 - a. *A statistical basis for selecting the number of joints to be tested, including total number of joints, and number of each different type of joint installed using a different method,*
 - b. *A method for testing the joints that will identify if the joint has been completed in accordance with the applicable requirements of 20 CSR 4240-40.030(6),*
 - c. *A method to evaluate the results of the sampling and testing program to determine the relative probability of each joint type failure,*
 - d. *Criteria for how the results of the sampling program will be used to evaluate the need for additional joint replacement, and*
 - e. *A schedule for implementation of the sampling and testing program.*

Phase 1: Data Gathering

To assess the installation condition of fittings and fusions that were installed by employees whose OQ qualification had expired for a period of time in 2020, Spire has evaluated a sampling project to determine if conditions are inconsistent with a proper installation of the fittings. Spire contracted with an independent industry expert (GTI Energy) to assist in determining an appropriate sampling amount for initial evaluation and to assist in parameters that would be reviewed in the process. GTI has proposed that a random sample size of 155 of mechanical fittings would create a high confidence level of representing the conditions of the fitting installations. For the sampling of plastic fusions and fittings, Spire is proposing that a smaller initial sample size of 16 would be sufficient to determine the conditions due to the number of installers whose OQ qualification had expired being two and the work was contained in two job sites. Given the number of projects and the personnel that made the installations, Spire is planning to use the following processes for determining locations to inspect.

Mechanical Fittings:

There was estimated to be just over 41,000 mechanical fittings potentially installed by individuals with lapsed OQ. Almost 69% of these fittings were estimated to have been installed on main work orders and related service work, 25% were installed with individual service replacements, and 6% were installed on leak repairs. Per the recommendations from the GTI testing plan to examine 155 fittings at separate work locations, we will distribute those samples among the work types relative to the percentages mentioned above. A single fitting sample will be required from each selected location, but if other mechanical fittings are exposed in the excavation those will be added to the 155-sample test pool.

To select the specific job locations within each work type, we will use a random number generator. To sample fittings installed by the greatest number of installers, as locations are selected, other locations having the same installer will be removed from the potential

location pool. Throughout the sampling process, Spire will document the type of fittings, and the number of each type tested, and monitor if there are any types missing from the sample set. If it is determined that the sampling has not adequately covered a type of fitting, Spire will identify additional jobs with the fitting type to add to the sample set.

Proposed Sample Distribution

Leak Repair:	9
Main Work w/ services:	107
Service Work:	39
Total:	155

Plastic Fusion Connections:

There were two individuals that did work at two job sites with lapsed OQ. There were approximately 33 electrofusion fittings, and 312 Butt Fusion fittings installed on these jobs. Due to only two individuals being out of OQ, a sample size of 4 electrofusion fittings and 12 butt fusion fittings distributed between the job sites will be a sufficient sample size. The locations will be chosen taking into consideration the spacing and timing of the installations to ensure that samples are taken from different locations at the jobsites.

For the sampling process, Spire is planning to initially use three primary methods of inspection upon exposure of the fittings. First, Spire will complete a leak detection on the fitting. Second, the visual components of each connection will be evaluated to determine if the fitting does not meet the appearance of a properly installed fitting. Third, an X-ray analysis of the fitting will be performed. The images from the X-ray will display if the fitting connections are installed in the appropriate position and if fusions are projecting irregularities. If none of these methods are successful on a particular fitting, then other considerations will be determined for how to evaluate the fitting connection, up to removing the fitting and doing analytical testing. Secondary to the sampling processes outlined above, Spire also plans to randomly select 15 mechanical fitting connections (ensuring one of each type is captured in sample), 2 electrofusion fittings, and 4 butt fusion fittings for removal and destructive testing. This step will be to confirm the indications being viewed during the sampling process.

The following testing measures will be used for these connections:

- Mechanical fittings: Connections will be tensile tested to confirm meeting the acceptable parameters set forth in 20 CSR 4240-40.030(6)(G)(2)(D and E).
- Electrofusion fittings: Connections will be tested using a method from 20 CSR 4240-40.030(6)(G)(1)(A)(III) to confirm meeting the acceptable parameters.
- Fusion connections: Connections will be tested according to 20 CSR 4240-40.030(6)(H)(2)(B)(III) by cutting three (3) 1-inch straps of the sample fusion and completing a bending or torquing of the connection. The straps will also be tensile tested to confirm that a failure point does not initiate with the joint.

During the sampling phase, in the event a fitting does not appear to have been installed appropriately based on the visual and X-ray inspection, the results will be documented, and the fitting will be replaced.

Phase 2: Analysis

Appendix 1

As the sampling process is being completed for the 155 mechanical fittings and the 16 fusion connections, the data will be reviewed for confidence that the fittings were installed according to OQ standards and procedures. If irregularities are discovered during the process, then the following review and considerations will be evaluated:

- What are the irregularity conditions, and do they impact the safety of the installation?
- Is there a pattern with the irregularities? If so, what additional investigation is needed?
- Should additional samples be taken from a particular area or project?
- Should additional samples of a particular type of fitting be taken?
 - Anticipated sample representation for mechanical fittings are as follows:
 - Continental: 10-20%
 - Lyco: 60-70%
 - Permasert: 5-15%

Once the sampling is completed, then a determination will be made on the conditions discovered and a report of these conditions will be made to the appropriate departments and to the Missouri PSC Staff to determine next steps. Along with the report, all data and analysis will be provided to Staff, and Spire will work with Staff to determine next steps, which, depending on the findings, could include additional inspections, either visual or destructive, or additional remediation actions.

Phase 3

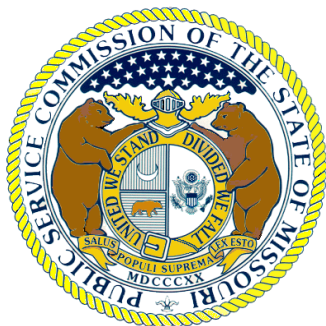
Upon completion of Phases 1 and 2, Spire will file a preliminary report of findings and recommendations with the Missouri PSC.

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 23rd day of July 2025.



Nancy Dippell

Nancy Dippell
Secretary

MISSOURI PUBLIC SERVICE COMMISSION

July 23, 2025

File/Case No. GC-2024-0260

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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**

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