

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

Staff of the Missouri Public Service Commission,)	
)	
Complainant,)	
)	
v.)	File No. GC-2026-0210
)	
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 2, 2025, Staff filed a Formal Complaint as a follow-up to its investigation in Docket No. GS-2025-0068. Staff included a series of recommendations for the Commission to order Spire to implement.

2. The Parties agree that this Stipulation fully resolves Staff’s complaint, the terms of which are discussed in detail below and intended to replace the action plan filed by Spire Missouri in Docket No. GS-2025-0068. The Parties also agree that the requirement for Spire Missouri to file a status report on the progress of implementation of the action plan, in the Commission’s November 18, 2025 *Order Directing Filing*, should be withdrawn if the Commission approves this Stipulation.

3. The Parties agree that Spire Missouri has notified Staff that it has completed its transition to its new contractor locator in both its eastern and western Missouri service territories

as of March 30, 2026. The completion of the transition satisfies corrective action 8 described in Staff's Gas Incident Report.

4. The Parties agree that Spire Missouri will hold an internal meeting to evaluate whether the existing trouble locate Standard Operating Procedure ("SOP"), used in circumstances such as offset segments, inoperable tracer wire, or unavailable or unclear mapping measurements, provides a clear process for how contract locator employees should proceed with trouble locates. This internal meeting will occur no later than April 23, 2026, and a summary of the meeting will be included with the Company's CY26 Q1 safety and compliance quarterly update to Staff. The summary will include a listing of personnel present, items discussed, conclusions and actions to be taken as a result of the discussions.

5. The Parties agree that Spire Missouri will amend its SOP 220.A and 220.C to require, when existing facilities are located only by measurements and exposed and observed by Spire field operation employees or contractors, an electronic marker system ("EMS") device (i.e. marker ball) be installed with the exposed facility. This amendment will occur with the Company's December 2026 update. The Company will provide the amendment to Staff for review 14 days prior to the release date of the amendment.

6. The Parties agree that Spire Missouri will amend SOP 220.R to be no greater than the "approximate location" as defined in Section 319.015, of the Revised Statutes of Missouri ("RSMo").

7. The Parties agree that Spire Missouri will add a locate "Quality Ratio" to its safety and compliance quarterly update to Staff, starting with the CY26 Q1 safety and compliance quarterly update.

8. The Parties agree that Spire Missouri will provide annual summaries of the results of audits the Company performs on each of its contract locators, with the first annual summary to Staff provided following the close of CY26.

9. 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.

10. 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 within thirty (30) calendar days after the effective date of the Commission order approving this agreement.

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

GENERAL PROVISIONS OF AGREEMENT

12. 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.

13. 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.

14. 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.

15. 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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/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 8th day of April, 2025.

/s/ J. Antonio Arias

J. Antonio Arias