

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

Staff of the Missouri Public Service Commission,	)	
	)	
Complainant,	)	
	)	
v.	)	File No. GC-2027-0024
	)	
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 Tuesday, April 22, 2025, a reportable gas incident occurred in the 9500 block of Grandview Road in Kansas City, Missouri, an area serviced by Spire, when a third-party excavator damaged a high pressure 10-inch steel gas main. Spire personnel responded to investigate and repair the damage and reported that a flash fire injured an employee.
2. On April 23, 2025, the Staff filed a *Motion to Establish a Case* for investigation of Spire’s compliance with Commission rules in Case No. GS-2025-0295.
3. On April 30, 2026, Staff filed its *Gas Incident Report*, alleging violations of the Missouri Public Service Commission’s gas pipeline safety rules and included recommendations to Spire and the Commission.

4. On July 28, 2026, Staff filed a Formal Complaint as a follow-up to its investigation in Docket No. GS-2025-0295. 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 Parties agree that Spire Missouri will evaluate whether its procedures adequately emphasize protection of people first and will review the training provided to Company personnel involved in emergency response activities related to blowing gas, enhancing the training where appropriate to avoid similar situations from occurring.

7. The Parties agree that Spire Missouri will include simulated emergencies and mock drills in additional training provided to emergency response personnel and will hold discussions with field personnel about the circumstances of this incident.

8. The Parties agrees that Spire Missouri will update SOPs 220.L (subsection 5.1) and 230.H (subsection 2.1.4) to limit work in excavations containing a hazardous atmosphere.

9. The Parties agree that Spire Missouri will provide, to Staff, the status of implementation for action items 1-10 in Confidential Table 2 to Staff's Gas Incident Report and for items not yet completed, provide quarterly updates to Staff until the action items have been completed satisfactorily. If any action item is no longer considered to be necessary by Spire Missouri, the reason(s) should be explained when providing the status of implementation.

10. The Parties agree that while Spire Missouri continues to utilize the 5 Why's process for its root cause analyses, Spire Missouri will continue the 5 Why's process until either five why questions have been asked or until no logical why questions remain.

11. The Parties agree that Spire Missouri will require inspectors to stay on site for excavations and backfilling until backfilling has covered the Company's facilities to a certain depth to the extent that inspectors are available to oversee excavations determined to need an inspector on-site.

12. The Parties agree that Spire Missouri will utilize personnel, to the extent possible, who were not directly involved in an accident to perform the subsequent emergency response actions.

13. The Parties agree that Spire Missouri will report to Staff the status of the DIMP Plan Action to use ticket management system risk modeling for targeted excavator inspections.

14. The Parties agree that 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.

15. The Parties agree that Spire Missouri will 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, 2026.

16. The Parties agree that Spire Missouri will not to seek or recover this sum in rates in any future rate cases.

17. The Parties agree that Spire Missouri will submit evidence of the above payment in this case, when such payment is submitted.

GENERAL PROVISIONS OF AGREEMENT

18. 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.

19. 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.

20. 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.

21. 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,

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 27th day of August, 2026.

/s/ Brendan J. Kloeppel

Brendan J. Kloeppel