

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

Continental Casting, LLC,)	
)	
Complainant,)	
)	<u>File No. GC-2014-0275</u>
v.)	
)	
Liberty Utilities (Midstates Natural Gas) Corp.)	
d/b/a Liberty Utilities,)	
)	
Respondent.)	

STIPULATION AND AGREEMENT

This Stipulation and Agreement (“Stipulation” or “Agreement”) made this 2nd day of October, 2014 by and between **CONTINENTAL CASTING, LLC ("Continental Casting")**, **LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP. D/B/A LIBERTY UTILITIES (“Liberty”)**, AND THE STAFF OF THE MISSOURI PUBLIC SERVICE COMMISSION ("Staff").

Whereas, Continental Casting filed a Complaint at the Missouri Public Service Commission ("PSC") against Liberty on April 8, 2014, which was assigned Case No. GC-2014-0275;

Whereas, Continental Casting and Liberty agreed to attempt to mediate their dispute, and on April 22, 2014, the Commission issued its *Order Acknowledging Agreement To Mediate, Staying Proceedings, Appointing Mediator, And Directing Filing*;

Whereas, Continental Casting, Liberty, and Staff met with Judge Daniel Jordan in an attempt to mediate the dispute; and

Whereas, all parties are desirous of ending this matter without any further litigation;

Now therefore, in consideration of the mutual covenants exchanged herein, and for other good and valid consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Liberty agrees to utilize the price of \$12.55 (plus applicable pipeline fuel and transportation charges) as the highest index price for the respective Connecting Pipeline Company for February 2014, for the purpose of implementing the terms and provisions of service under Liberty Tariff Sheet No. 52 as they relate to Continental Casting.

2. Continental Casting agrees to pay **_____

_____** to Liberty for its monthly bill for the month of February 2014. Continental further agrees to dismiss with prejudice its Complaint in File No. GC-2014-0275 and release Liberty from any liability or other cause of action related to this matter.

3. In order to clarify the terms of its tariffs, Liberty agrees to include in its revised tariffs to be filed at the conclusion of Case No. GR-2014-0152 the following modified tariff language, as suggested by the Staff at pages 13-14 of Class Cost-Of-Service And Rate Design Staff Report filed on June 26, 2014 in Case No. GR-2014-0152:

NATURAL GAS TRANSPORTATION SERVICE (CONT'D)

TERMS AND PROVISIONS OF SERVICE UNDER THIS RATE SCHEDULE (CONT'D):

(c) Cash out of Monthly Imbalances

1. If the volume of gas delivered to the Customer's point of delivery is greater than the volume of gas received by the

Company from the Connecting Pipeline Company for the Customer's account (negative imbalance), the Company will sell the difference in gas volumes to the Customer based on the highest index price for the respective Connecting Pipeline Company for any week beginning in the calendar month as published in Natural Gas Week, plus applicable pipeline fuel and transportation charges.

If the volume of gas delivered to the Customer's point of delivery is less than the volume of gas received by the Company from the Connecting Pipeline Company for the Customer's account (positive imbalance), the Company will buy the difference in gas volumes from the Customer based on a price equal to the lowest index price for the respective Connecting Pipeline Company for any week beginning in the calendar month as published in Natural Gas Week, plus applicable pipeline fuel and transportation charges.

For purposes of this paragraph, "index price" shall mean the price from the "\$ / MMBtu" column in the Natural Gas Weekly Spot Prices table reported in Natural Gas Week. In the absence of such published Natural Gas Week index **price**, the Company will determine, subject to Commission's review in Company's Actual Cost Adjustment (ACA) filing, a suitable replacement source for such weekly market price information.
(Proposed new language shown in Bold)

4. The Staff agrees to support the inclusion of the revised tariff provision stated in Paragraph 3 above as a part of the resolution of Liberty's pending rate case, Case No. GR-2014-0152, to clarify the implementation of Tariff Sheet No. 52 in the future, and further agrees not to file a Complaint related to the February 2014 bill of Continental Casting.

5. This Stipulation is a negotiated settlement. Except as specified herein, other than in a proceeding to enforce the terms of this Stipulation, the signatories to this Stipulation shall not be prejudiced, bound by, or in any way affected by the terms of this Stipulation: (a) in any future proceeding; (b) in any proceeding currently pending under a separate docket; and/or (c) in this proceeding should the Commission decide not to approve this Stipulation, or in any way condition its approval of same.

6. This Stipulation has resulted from extensive negotiations among the signatories, and the terms hereof are interdependent. If the Commission does not approve this Stipulation unconditionally and without modification, then this Stipulation shall be void and no signatory shall be bound by any of the agreements or provisions hereof.

7. This Stipulation embodies the entirety of the agreements between the signatories in this case on the issues addressed herein, and may be modified by the signatories only by a written amendment executed by all of the signatories.

8. If the Commission does not approve this Stipulation without condition or modification, and notwithstanding the provision herein that it shall become void, (1) 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 signatory has for a decision in accordance with RSMo. §536.080 or Article V, Section 18 of the Missouri Constitution, and (2)

the signatories shall retain all procedural and due process rights as fully as though this Stipulation had not been presented for approval, and any suggestions, 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 purpose whatsoever.

9. If the Commission accepts the specific terms of this Stipulation without condition or modification, the signatories each waive their respective rights to call, examine and cross-examine witnesses pursuant to §536.070(2) RSMo., present oral argument and written briefs pursuant to RSMo. §536.080.1, their respective rights to the reading of the transcript by the Commission pursuant to RSMo. §536.080.2, their respective rights to seek rehearing pursuant to RSMo. §386.500, and their respective rights to judicial review pursuant to RSMo. §386.510. These waivers apply only to a Commission order approving this Stipulation without condition or modification issued in this proceeding and only to the issues that are resolved hereby. These waivers do not apply to any matters raised in any prior or subsequent Commission proceeding nor any matters not explicitly resolved by this Stipulation.

In witness hereof, the parties have executed this Agreement the date set forth above and warrant that the person executing this Agreement on its behalf is authorized to do so.

/s/ Jason Newton

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Attorney for Staff

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing was sent by electronic or facsimile transmission to counsel of record on this 2nd day of October, 2014.

/s/ Larry W. Dority
Larry W. Dority