

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

In the Matter of)
Summit Natural Gas of Missouri, Inc.'s) File No. GR-2015-0101
Purchased Gas Adjustment)

In the Matter of)
Summit Natural Gas of Missouri, Inc.'s) File No. GR-2015-0102
Purchased Gas Adjustment)

STIPULATION AND AGREEMENT

COME NOW Summit Natural Gas of Missouri, Inc. (SNGMO) and the Missouri Public Service Commission (Commission) Staff (Staff), by and through counsel, and submit the following Stipulation and Agreement (Agreement), which resolves all outstanding issues in this matter, for the Commission's approval:

1. This matter originated on October 17, 2014, when Summit made its ACA filings for the 2013-2014 ACA period for its Northern service area, its Southern service area, and the former Southern Missouri Natural Gas service area. Summit originally filed Case No. GR-2015-0101 for its Northern and Southern service areas and Case No. GR-2015-0102 for the former SMNG service area. These two cases were later consolidated, with Case No. GR-2015-0101 denominated as the lead case.

2. On December 14, 2015, the Staff filed its recommendations regarding the Summit Natural Gas of Missouri, Inc. 2013-2014 Actual Cost Adjustment ("ACA") filings. The Staff Recommendation set out the results of Staff's audit of the billed revenues and actual gas costs for the period September 1, 2013 through August 31, 2014, included in the Company's 2013-2014 ACA filings.

3. Staff recommended ACA disallowances related to the Company's purchase of gas and use of transportation in each service area. SNGMO responded to Staff's recommended disallowances on January 29, 2016. The Commission granted the parties additional time to discuss the issues.

4. SNGMO and Staff have discussed the matters and have arrived at this Agreement. Pursuant to the Agreement, SNGMO agrees to adjust ACA account balances as identified in Appendix A. The Agreement resolves all the outstanding issues in this matter.

General Provisions

5. This Agreement is being entered into solely for the purpose of settling the issues specified in Case No. GR-2015-0101, as consolidated. Unless otherwise explicitly provided herein, none of the signatories to this Agreement shall be deemed to have approved, accepted, agreed, consented or acquiesced to any ratemaking or procedural principle, and, except as explicitly provided herein, none of the signatories shall be prejudiced or bound in any manner by the terms of this Agreement (whether this Agreement is approved or not) in this or any other proceeding, other than a proceeding limited to enforce the terms of this Agreement.

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


7. If the Commission does not approve this Agreement without condition or modification, and notwithstanding the provision herein that it shall become void; neither this Agreement 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 Section 536.080 RSMo 2000 or Article V, Section 18 of the Missouri Constitution, and the signatories shall retain all procedural and due process rights as fully as though this Agreement had not been presented for approval, and any suggestions, memoranda, testimony, or exhibits that have been offered or received in support of this Agreement 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.

8. In the event the Commission approves the specific terms of this Agreement without condition or modification, and as to the specified issues, the signatories waive their respective rights to call, examine, and cross-examine witnesses pursuant to § 536.070(2) RSMo 2000; present oral argument and written briefs pursuant to §536.080.1 RSMo 2000; their respective rights to the reading of the transcript by the Commission pursuant to RSMo §536.080.2 RSMo 2000; their respective rights to seek rehearing, pursuant to §386.500 RSMo 2000; and their respective rights to judicial review pursuant to §386.510 RSMo 2000. These waivers apply only to a Commission order approving this Agreement without condition or modification issued in this above-captioned 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 addressed by this Agreement.

WHEREFORE, SNGMO and Staff request the Commission issue an order approving this Stipulation and Agreement and order SNGMO to adjust its ACA balances as shown in Appendix A.

Respectfully Submitted,

 Dean L. Cooper MBE #36592 BRYDON, SWEARENGEN & ENGLAND P.C. 312 East Capitol Avenue P.O. Box 456 Jefferson City, Missouri 65102-0456 Telephone: (573) 635-7166 Facsimile: (573) 635-3847 Email: Dcooper@brydonlaw.com ATTORNEYS FOR SUMMIT NATURAL GAS OF MISSOURI, INC.	<u>//S// Jeffrey A. Keevil by dlc</u> Jeffrey A. Keevil Missouri Bar No. 33825 ATTORNEY FOR THE STAFF OF THE MISSOURI PUBLIC SERVICE COMMISSION P. O. Box 360 Jefferson City, MO 65102 (573) 526-4887 (Telephone) (573) 751-9285 (Fax) Email: jeff.keevil@psc.mo.gov
---	--

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing document was sent by electronic mail to the following counsel this 16th day of March, 2016:

Jeffrey A. Keevil
Staff Counsel
Jeff.keevil@psc.mo.gov
Staffcounsel@psc.mo.gov

Office of the Public Counsel
opcservice@ded.mo.gov



APPENDIX A

ACA Account Balances SNGMO should be ordered to adjust the ACA account balances for its service territories in its next ACA filing to reflect the following adjustments:

SMNG Service Area Description (+) Under-recovery (-) Over-recovery	Ending Balances Per Filing	Commission Approved Adjustments prior to 2013-2014 ACA	Staff Adjustments for 2013-2014 ACA	Ending Balances
Prior ACA Balance 8-31-13	(\$24,408)	\$0	\$0	(\$24,408)
Cost of Gas/Storage	\$6,672,569	(\$71,968)	\$0	\$6,600,601
Cost of Transportation	\$2,212,653	\$0	(\$3,880)	\$2,208,773
Revenues – PGA billed	(\$7,989,926)	\$0	\$0	(\$7,989,926)
ACA Approach for Interest	\$3,558	\$0	\$0	\$3,558
Total ACA Balance 8-31-14	\$874,446	(\$71,968)	(\$3,880)	\$798,598
Northern Service Area Description (+) Under-recovery (-) Over-recovery	Ending Balances Per Filing	Commission Approved Adjustments prior to 2013-2014 ACA	Staff Adjustments for 2013-2014 ACA	Ending Balances
Prior ACA Balance 8-31-13	\$3,203	\$0	\$0	\$3,203
Cost of Gas/Storage	\$1,005,337	(\$1,608)	(\$5,879)	\$997,850
Cost of Transportation	\$128,249	\$0	\$0	\$128,249
Revenues – PGA billed	(\$850,100)	\$0	\$0	(\$850,100)
Revenues Otherwise billed	(\$12,541)	(\$5,118)	\$0	(\$17,659)
ACA Approach for Interest Calculation	\$1,614	\$0	\$0	\$1,614
Total ACA Balance 8-31-14	\$275,762	(\$6,726)	(\$5,879)	\$263,157
Southern Service Area Description (+) Under-recovery (-) Over-recovery	Ending Balances Per Filing	Commission Approved Adjustments prior to 2013-2014 ACA	Staff Adjustments for 2013-2014 ACA	Ending Balances
Prior ACA Balance 8-31-13	\$19,644	\$0	\$0	\$19,644
Cost of Gas/Storage	\$1,741,331	\$0	\$0	\$1,741,331
Cost of Transportation	\$618,930	\$0	(\$3,294)	\$615,636
Revenues – PGA billed	(\$2,116,852)	\$0	\$0	(\$2,116,852)
ACA Approach for Interest Calculation	\$1,447	\$0	\$0	\$1,447
ACA cost correction	\$0	\$2,952	\$0	\$2,952
Total ACA Balance 8-31-14	\$264,500	\$2,952	(\$3,294)	\$264,158