

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

In the Matter of the Application of South )  
Central MCN, LLC for Approval of )  
Transfer of Assets and a Certificate )  
of Convenience and Necessity )

File No. EA-2016-0036

**JOINT MOTION FOR COMMISSION APPROVAL OF SETTLEMENT AGREEMENT**

COME NOW South Central MCN, LLC ("SCMCN"), the City of Nixa, Missouri ("City") and City Utilities of Springfield, Missouri ("CU") (the "Parties"), by and through their respective counsels, and for their Joint Motion state as follows:

1. On August 19, 2015, SCMCN filed its Application for Approval of Transfer of Assets and a Certificate of Convenience and Necessity ("Application") relating to the purchase of certain transmission assets from the City of Nixa, Missouri.
2. On August 26, 2015, the City of Nixa filed an Application to Intervene in support of SCMCN's Application, and the Commission granted intervention on September 9, 2015.
3. On October 30, 2015, CU filed an Application to Intervene in opposition to SCMCN's Application, and the Commission granted intervention on November 10, 2015.
4. Since that time, the Parties have worked toward a resolution of all outstanding issues between them in this case and have finalized their settlement in the Settlement Agreement, attached hereto as Attachment A and incorporated by reference herein.
5. The attached Settlement Agreement (filed in both NP and HC versions) resolves all disputes between the Parties.
6. The Settlement Agreement has resulted from extensive negotiations among the Parties, and the terms hereof are interdependent. If the Commission does not approve the Settlement Agreement

unconditionally and without modification, then the Settlement Agreement shall be void and no signatory shall be bound by any of the agreements or provisions hereof.

7. If the Commission does not approve the Settlement Agreement without condition or modification, and notwithstanding the provision herein that it shall become void, (1) neither the Settlement 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 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 the Settlement Agreement had not been presented for approval.

8. Should the Commission have questions about the Settlement Agreement, the Parties will make available their witnesses and attorneys on the issues/items resolved by the Settlement Agreement. If the Commission has questions for the Parties or their witnesses, the Parties will make available at any on-the-record session, their witnesses and attorneys on the issues/items resolved by the Settlement Agreement, so long as the Parties have adequate notice of that session. The Parties agree to cooperate in presenting the Settlement Agreement to the Commission for approval, and will take no action, direct or indirect, in opposition to the request for approval of the Settlement Agreement.

WHEREFORE, the Parties request that the Commission issue its Order approving their Joint Motion for Commission Approval of Settlement Agreement.

Respectfully submitted,

/s/ Terry M. Jarrett

Terry M. Jarrett, Missouri Bar #45663  
Husch Blackwell LLP  
235 East High Street, P.O. Box 1251  
Jefferson City, MO 65101-3206  
Phone: (573) 761-1116  
Fax: (573) 634-7854  
Email: [terry.jarrett@huschblackwell.com](mailto:terry.jarrett@huschblackwell.com)

Lowell Pearson, Missouri Bar #46217  
Husch Blackwell LLP  
235 East High Street, P.O. Box 1251  
Jefferson City, MO 65101-3206  
Phone: (573) 761-1115  
Fax: (573) 634-7854  
Email: [lowell.pearson@huschblackwell.com](mailto:lowell.pearson@huschblackwell.com)

Kyle C. Barry, Illinois Bar #6228810  
(pro hac vice)  
Alison M. Nelson, Missouri Bar #58004  
Husch Blackwell LLP  
190 Carondelet Plaza, Suite 600  
St. Louis, MO 63105-3433  
Phone: (314) 480-1592  
Fax: (314) 480-1505  
Email: [kyle.barry@huschblackwell.com](mailto:kyle.barry@huschblackwell.com)  
Email: [ali.nelson@huschblackwell.com](mailto:ali.nelson@huschblackwell.com)

**ATTORNEYS FOR SOUTH CENTRAL MCN, LLC**

*/s/ John P. Coyle*

---

John P. Coyle (pro hac vice)  
Duncan & Allen  
1730 Rhode Island Avenue, N.W., Suite 700  
Washington, D.C. 20036-3115  
Telephone: (202) 289-8400  
Email: [jpc@duncanallen.com](mailto:jpc@duncanallen.com)

John F. Black #30352  
Rex McCall #29751  
City Utilities of Springfield  
301 E. Central  
Springfield, MO 65802  
Telephone: (417) 831-8604 (Black)  
Telephone: (417) 831-8605 (McCall)  
Email: [john.black@cityutilities.net](mailto:john.black@cityutilities.net)  
Email: [rex.mccall@cityutilities.net](mailto:rex.mccall@cityutilities.net)

**ATTORNEYS FOR CITY UTILITIES OF SPRINGFIELD**

*/s/ Robert L. Daileader, Jr.*

---

Robert L. Daileader, Jr. (pro hac vice)  
Nixon Peabody LLP  
799 Ninth Street, NW, Suite 500  
Washington DC, 20001  
Telephone: (202) 585-8318  
Email: [rdaileader@nixonpeabody.com](mailto:rdaileader@nixonpeabody.com)

**ATTORNEY FOR CITY OF NIXA, MISSOURI**