

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

In the matter of PGA / ACA filing of Atmos)
Energy Corporation for the West Area (Old)
Butler), West Area (Old Greeley),)
Southeastern Area (Old SEMO), Southeastern)
Area (Old Neelyville), Kirksville Area, and in)
the Northeastern Area)

Case No. GR-2008-0364

UNANIMOUS STIPULATION AND AGREEMENT

COME NOW the Staff of the Missouri Public Service Commission (“Staff”), Office of the Public Counsel (“Public Counsel”), and Atmos Energy Corporation (“Atmos” or “Company”)(collectively the “Parties”), by and through their respective counsel, and submit the following stipulation and agreement which, if approved by the Missouri Public Service Commission (“Commission”), will dispose of all issues in this proceeding:

Procedural History

1. On October 11, 2013, the Missouri Supreme Court issued its mandate in *Office of Public Counsel v. Missouri Public Service Commission and Atmos Energy Corporation*, SC92964, reversing the Commission’s *Report And Order* issued on November 9, 2011, in this proceeding and remanding this matter to the Commission for further proceedings in conformity with the opinion of the Court.

2. The Commission held a prehearing conference on November 13, 2013. During the prehearing conference, the parties entered into settlement discussions and reached the following agreements which resolve the issues in this proceeding on remand:

Agreed Upon Terms and Conditions

3. After the approval of this Stipulation and Agreement by the Commission, Atmos shall make a cash contribution of \$85,775 to the North East Community Action Corporation (NECAC) for the specific purpose of assisting Liberty Utilities' low income natural gas customers in the Northeast Missouri service territory (formerly served by the Company) who have difficulty paying their gas bills. See Attachment No. 1 for details regarding the distribution of this assistance. These contributions shall be made within two (2) weeks of the effective date of the Order Approving Stipulation and Agreement, and copies of the checks and transmittal letters shall be sent to the Staff and Public Counsel. No adjustments will be made to the ACA balances of the Company or its successor, Liberty Utilities, as a result of this proceeding.

General Provisions

4. The Parties further agree that none of them shall have been deemed to have approved or acquiesced in any ratemaking or procedural principle, any imprudence determination, or any method of cost determination or cost allocation, as a result of entering into this document, and none of the Parties shall be prejudiced or bound in any manner by the terms of this Stipulation and Agreement in this or any other proceeding, except as expressly specified herein. The Parties further agree that this agreement is for the sole purpose of settling the issues in this proceeding.

5. The Parties further agree that this Stipulation and Agreement has resulted from extensive negotiations among the Parties. The terms of this Stipulation and Agreement are interdependent. In the event the Commission does not approve and adopt the entirety of this Stipulation and Agreement, then this Stipulation and Agreement shall be void and no Party shall be bound by any of the agreements or provisions hereof.

6. To the extent the Commission approves and adopts this Stipulation and Agreement, the parties waive their respective rights pursuant to Section 536.080.1, to present testimony, to cross-examine witnesses, and to present oral argument and written briefs; their respective rights to the reading of the transcript by the Commission pursuant to Section 536.080.2; and their respective rights to judicial review pursuant to Section 386.510.

WHEREFORE, the undersigned Parties respectfully request that the Commission issue its Order approving all of the terms and conditions of this Unanimous Stipulation and Agreement.

Respectfully submitted,

/s/ James M. Fischer

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Attorney for the Office of the Public Counsel

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been hand-delivered, emailed or mailed, First Class, postage prepaid, this 21st day of November, 2013, to counsel of all parties of record.

/s/ James M. Fischer
James M. Fischer

**CONTRIBUTION TO BE MADE TO THE
COMMUNITY ACTION AGENCY IN NORTHEAST MISSOURI SERVICE AREA**

Atmos Energy Corporation will contribute the following amount to the North East Community Action Corporation (“NECAC”) for the sole and specific purpose of assisting low income natural gas customers of Liberty Utilities in the Hannibal, Missouri service area who are having difficulty paying their natural gas bill (to be known as the “Atmos Settlement Fund”):

<u>AGENCY</u>	<u>CONTRIBUTION</u>
North East Community Action Corporation (NECAC) 805 Business Highway 61 North Bowling Green, MO 63334	\$85,775

No monies will be distributed from the Atmos Settlement Fund until all other funds available to Liberty Utilities customers have been depleted for the fiscal year.

Attachment No. 1