

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

In the Matter of Summit Natural Gas of Missouri Inc.'s Filing of Revised Tariffs To Increase its Annual Revenues For Natural Gas Service))))	File No. GR-2014-0086
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**PARTIAL STIPULATION AND AGREEMENT
AS TO DUAL FUEL AND CONVERSION OF APPLIANCES**

COME NOW Summit Natural Gas of Missouri, Inc. (“SNGMO”) and Missouri Propane Gas Association (“MPGA”), (collectively the “Parties” or individually a “Party”), and respectfully submit the following Partial Stipulation and Agreement As To Dual Fuel and Conversion of Appliance (“Stipulation”) to the Missouri Public Service Commission (“Commission”). The Staff of the Missouri Public Service Commission; the Office of the Public Counsel; Missouri School Boards’ Association; and, Missouri Department of Economic Development – Division of Energy (“Division of Energy”), while not signatories, have indicated through their counsel that they do not oppose, nor do they request a hearing as to, this Stipulation or the issues addressed by the Stipulation.

1. **Conversion of Appliances.** For converting appliances from propane to natural gas, SNGMO agrees to follow all applicable national and local codes and manufacturers’ specifications relating to the conversion of appliances.

2. **Dual Fuel Issues.** SNGMO agrees to remove from the tariff language on P.S.C MO No. 2, sheet no. 55 and from customer agreements that pertains to the Company having authority to refuse gas service to a customer that uses another gaseous fuel such as liquefied petroleum gas, in the same building. SNGMO will add the following language to the similar sheet in P.S.C. MO No. 3: “The company will comply with all applicable national state and local codes and standards in

providing gas services to a customer that uses another gaseous fuel.”

3. **Testimony Received Into Evidence.** Unless called by the Commission to respond to questions, in the event the Commission approves this Stipulation without modification or condition, the prefiled testimony (including all exhibits, appendices, schedules, etc. attached thereto) and reports of Brian Brooks and David Moody in this proceeding shall be received into evidence without the necessity of those witnesses taking the witness stand.

General Provisions

4. This Stipulation is being entered into solely for the purpose of settling the issues specified in Case No. GR-2014-0086. Unless otherwise explicitly provided herein, none of the Parties to this Stipulation shall be deemed to have approved, accepted, agreed, consented or acquiesced to any ratemaking or procedural principle, including, without limitation, any method of cost determination or cost allocation or revenue-related methodology, cost of capital methodology or capital structure, rate design principle or methodology, or depreciation principle or methodology, and except as explicitly provided herein, none of the Parties shall be prejudiced or bound in any manner by the terms of this Stipulation (whether this Stipulation is approved or not) in this or any other proceeding, other than a proceeding limited to enforce the terms of this Stipulation.

5. This Stipulation has resulted from extensive negotiations among the Parties 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 Party shall be bound by any of the agreements or provisions hereof, except as explicitly provided herein.

6. If the Commission does not approve this Stipulation without condition or modification, and notwithstanding the provision herein 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 §536.080 RSMo 2000 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, 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.

7. In the event the Commission approves the specific terms of this Stipulation without condition or modification, and as to the specified issues, the Parties 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 Stipulation 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 Stipulation.

8. If requested by the Commission, the Staff may file suggestions or a memorandum in support of this Stipulation. Each of the Parties shall be served with a copy of any such suggestions or memorandum and shall be entitled to submit to the Commission, within five (5) days of receipt of Staff's suggestions or memorandum, responsive suggestions or a responsive memorandum, which shall also be served on all Parties. The contents of any suggestions or memorandum provided

by any Party are its own and are not acquiesced in or otherwise adopted by the other Parties to this Stipulation, whether or not the Commission approves and adopts this Stipulation.

WHEREFORE, for the foregoing reasons, the undersigned Parties respectfully request that the Commission issue its Order approving all of the specific terms and conditions of this Partial Stipulation and Agreement As To Dual Fuel and Conversion of Appliances.

Respectfully submitted,



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CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been sent by electronic mail this 18th day of August, 2014, to:

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