

In the Matter of Missouri Gas Utility,)
Inc.'s Purchased Gas Adjustment Tariff) Case No. GR-2012-0115
Filing.)

COME NOW Summit Natural Gas of Missouri, Inc. (SNG or Company) (formerly known as Missouri Gas Utility, Inc. (MGU)) and the Staff of the Missouri Public Service Commission (Staff), and respectfully state to the Missouri Public Service Commission (Commission) that, as a result of negotiations, the undersigned parties (Signatories) have reached the stipulations and agreements contained herein.

1. On August 30, 2012, the Commission Staff (Staff) filed its Recommendation and Memorandum in this matter. This document set out the results of Staff's audit of the billed revenues and actual gas costs for the period September 1, 2010 through August 31, 2011, included in MGU's 2010-2011 Actual Cost Adjustment (ACA) filing. SNG responded to the Staff Recommendation on October 3, 2012. Staff filed its reply on October 15, 2012.

2. On October 17, 2012, the Commission issued its Order Directing Filing of Proposed Procedural Schedule. Thereafter, the parties have discussed and reached a settlement of this case. As a result of this Stipulation and Agreement, the Signatories request that the Commission consider the filing of a proposed procedural schedule to no longer be required.

3. This Stipulation and Agreement is intended to settle among the Signatories for purposes of the above captioned case all remaining issues.

III. Stipulation and Agreement

4. Consistent with the Staff Recommendation made on August 30, 2010, SNG (previously MGU) will review the supply bid, approval, and award process to ensure it keeps appropriate contemporaneous documentation and that it has appropriate procedures and internal controls in place to ensure the accuracy of its bid recording and award processes.

5. SNG should be ordered to adjust the ACA account balances for its MGU service territory in its next ACA filing to reflect the following adjustments:

Description	Company's ACA Balance Per Filing	Staff Adjustments	Staff Recommended ACA Balance
NORTHERN SYSTEM			
Beginning ACA Balance @ 9/1/10 – (Over-recovered)/Under-recovered	\$(23,840)	\$0	\$(23,840)
Total Cost MGE Gas Delivered to City Gate	\$909,289	\$(4,410)	\$904,879
Total Revenue Recovery	\$(905,356)	\$0	\$(905,356)
Ending ACA Balance @ 8/31/11– (Over-recovered)/Under-recovered	\$(19,907)	\$(4,410)	\$(24,317)
SOUTHERN SYSTEM			
Beginning ACA Balance @ 9/1/10 – (Over-recovered)/Under-recovered	\$63,872	\$0	\$63,872
Total Cost MGE Gas Delivered to City Gate	\$711,760	\$0	\$711,760
Total Revenue Recovery	(\$779,583)	\$0	(\$779,583)
Ending ACA Balance @ 8/31/11– (Over-recovered)/Under-recovered	\$3,951	\$0	\$3,951

6. This Stipulation and Agreement shall become effective upon Commission approval without modification by final Commission order. Such order becomes “final” either by issuance of a Commission order on rehearing or, if no rehearing request is filed, thirty (30) days

after issuance of the Commission's order approving the Stipulation and Agreement, or such other effective date selected by the Commission.

7. This Stipulation and Agreement has resulted from negotiations among the Signatories and the terms hereof are interdependent.

8. In the event the Commission does not adopt this Stipulation and Agreement in total, then this Stipulation and Agreement shall be void and no Signatory shall be bound by any of the agreements or provisions hereof.

9. The stipulations herein are specific to the resolution of this proceeding, and all stipulations are made without prejudice to the rights of the Signatories to take other positions in other proceedings.

10. This Stipulation and Agreement is being entered into for the purpose of disposing of all issues in this case. None of the Signatories shall be deemed to have approved, accepted, agreed, consented or acquiesced to any accounting principle, prudence principle, ratemaking principle or cost of service determination underlying, or supposed to underlie any of the issues provided for herein.

11. The Signatories further understand and agree that the provisions of this Stipulation and Agreement relate only to the specific matters referred to in the Stipulation and Agreement, and no Signatory waives any claim or right which it otherwise may have with respect to any matters not expressly provided for in this Stipulation and Agreement. The Signatories further reserve the right to withdraw their support for the settlement in the event that the Commission modifies the Stipulation and Agreement in a manner which is adverse to the Signatory withdrawing its support and further, the Signatories reserve the right to contest any

such Commission order modifying the settlement in a manner which is adverse to the Signatory contesting such Commission order.

12. In the event the Commission accepts the specific terms of this Stipulation and Agreement, the Signatories waive, with respect to the issues resolved herein: their respective rights pursuant to Section 536.070(2) RSMo 2000 to call, examine and cross-examine witnesses; their respective rights to present oral argument or written briefs pursuant to Section 536.080.1 RSMo 2000; their respective rights to the reading of the transcript by the Commission pursuant to Section 536.080.2 RSMo 2000; their respective rights to seek rehearing pursuant to Section 386.500 RSMo 2000; and their respective rights to judicial review pursuant to Section 386.510 RSMo 2000.


13. The Staff shall also have the right to provide, at any agenda meeting at which this Stipulation and Agreement is noticed to be considered by the Commission, whatever oral explanation the Commission requests, provided that the Staff shall, to the extent reasonably practicable, promptly provide other parties with advance notice of when the Staff shall respond to the Commission's request for such explanation once such explanation is requested from Staff.

14. Staff's oral explanation shall be subject to public disclosure, except to the extent it refers to matters that are privileged or protected from disclosure.

WHEREFORE, for the foregoing reasons, the Signatories respectfully request that the Commission issue its Order approving all of the specific terms and conditions of this Stipulation

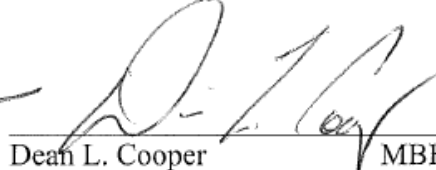
and Agreement.

Respectfully submitted,



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ATTORNEYS FOR —
SUMMIT NATURAL GAS OF MISSOURI, INC.

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing document was sent by electronic mail on October 30, 2012, to the following:

Robert S. Berlin
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