

)	
Superior Bowen Asphalt Company,)	
L.L.C.)	
)	
Complainant)	
)	Case No. GC-2011-0101
v.)	
)	
Missouri Gas Energy, a division of)	
Southern Union Company)	
)	
Respondent.)	

COME NOW Superior Bowen Asphalt Company, LLC (“Superior Bowen”); Missouri Gas Energy, a division of Southern Union Company (“MGE”); and the Staff of the Missouri Public Service Commission (“Staff”) (collectively, the “Signatories”), and file this Non-Unanimous Stipulation And Agreement (“Stipulation and Agreement”) and respectfully state to the Missouri Public Service Commission (“Commission”) that, as a result of negotiations among the parties, they have reached the stipulations and agreements contained herein to settle Superior Bowen’s Complaint.

- \$99,768 will be refunded by MGE to Superior Bowen, will never be included in an ISRS filing, but will be included in rate base in MGE's next general rate case filing.
- \$75,264 will be retained by MGE as an advance for construction and deducted from rate base in MGE's next general rate case filing.

2. Recognizing that Superior Bowen has already paid the entirety of these replacement costs to MGE, MGE shall, within fifteen days of approval of this Stipulation and Agreement by the Commission, deliver a check to Superior Bowen in the amount of \$99,768 as settlement in full of all claims between Superior Bowen and MGE relating to the replacement of MGE's facilities providing natural gas to Superior Bowen's Manchester Trafficway Plant.

3. The Office of the Public Counsel has indicated that it will not be a Signatory to this Non-Unanimous Stipulation And Agreement, that it will not oppose the Stipulation and Agreement, nor will it request a hearing.

4. Under Commission Rule 4 CSR 2402.115(2), if no one objects to a non-unanimous stipulation and agreement within seven (7) days, the Commission may treat the stipulation and agreement as unanimous.

5. Unless otherwise explicitly provided herein, none of the Signatories to this Stipulation and Agreement shall be deemed to have approved or acquiesced in any ratemaking or procedural principle, including, without limitation to, any other method of cost determination or cost allocation or revenue-related methodology. Other than as explicitly provided herein, none of the Signatories shall be prejudiced or bound in any manner in this or any other proceeding by the terms of this Stipulation and Agreement regardless of whether this Stipulation and Agreement is approved.

6. This Stipulation and Agreement has resulted from extensive negotiations among the Signatories and the terms hereof are interdependent. If the Commission does not approve this Stipulation and Agreement unconditionally and without modification, then this Stipulation and 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 unconditionally approve this Stipulation and Agreement without modification, and notwithstanding the provision herein that it shall become void, neither this Stipulation and 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 Party has for a decision in accordance with §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 Stipulation and Agreement had not been presented for approval, and any suggestions, memoranda, testimony, or exhibits that have been offered or received in support of this Stipulation and 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 unconditionally accepts the specific terms of this Stipulation and Agreement without modification, the Signatories waive the following rights only as to the issues resolved herein: 1) their respective rights to present oral argument and written briefs pursuant to §536.080.1 RSMo 2000; 2) their respective rights to seek rehearing, pursuant to §536.500 RSMo 2000; and 3) their respective rights to judicial review pursuant to §386.510 RSMo 2000. This waiver applies only to a final unappealed Commission order unconditionally approving this Stipulation and Agreement issued in this proceeding and only to the issues that are resolved hereby. It

does not apply to any matters raised in any prior or subsequent Commission proceeding or any matters not explicitly addressed by this Stipulation and Agreement.

WHEREFORE, for the foregoing reasons, the undersigned Signatories respectfully request that the Commission issue its Order approving all of the specific terms and conditions of this Non-Unanimous Stipulation and Agreement.

Respectfully submitted,

/s/Robert S. Berlin

Robert S. Berlin #51709
Senior Counsel
P.O. Box 360
Jefferson City, Missouri 65102
(573) 526-7779
Facsimile: (573) 751-9285
Email: bob.berlin@psc.mo.gov

**ATTORNEY FOR THE STAFF
OF THE MISSOURI PUBLIC
SERVICE COMMISSION**

/s/Todd Jacobs

Todd J. Jacobs #52366
Senior Attorney
3420 Broadway
Kansas City, Missouri 64111
(816) 360-5976
Facsimile: (816) 360-5903
todd.jacobs@sug.com

**ATTORNEY FOR SOUTHERN UNION
COMPANY d/b/a MISSOURI GAS
ENERGY**

/s/ Jeremiah D. Finnegan

Jeremiah D. Finnegan #18416
FINNEGAN, CONRAD & PETERSON LC
1209 Penntower Office Center
3100 Broadway
Kansas City, Missouri 64111
(816) 753-1122
Facsimile: (816) 756-0373
E-mail: jfinnegan@fcplaw.com

ATTORNEYS FOR SUPERIOR BOWEN

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been emailed on this 2nd day of April 2012 to all parties on the Commission's service list in this case.

/s/ Robert S. Berlin _____