

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

St. Louis Natural Gas Pipeline, LLC)	
)	
Complainant)	
)	
v.)	<u>Case No. GC-2011-0294</u>
)	
Laclede Gas Company,)	
)	
Respondent.)	

**STAFF RESPONSE TO JOINT MOTION APPROVING STIPULATION AND
AGREEMENT AND DISMISSING CASE**

COMES NOW, the Staff of the Public Service Commission, (Staff), by and through undersigned counsel and in response to the Laclede Gas Company's (Laclede) and St. Louis Natural gas Pipeline LLC's ("SNLGP") Joint Motion For Order Approving Stipulation and Agreement and Dismissing case states:

1. SNLGP filed a Complaint on March 22, 2011, asking the Commission to investigate Laclede Gas Company's, among other things, refusal of an interconnection agreement with SLNGP. Additionally, SLNGP requested the Commission to order Laclede, among other things, to permit SLNGP's interconnection with Laclede's distribution system.

2. Laclede Gas Company, ("Laclede") filed a Motion to Dismiss SLNGP's Complaint and request for an investigation.

3. SLNGP and Laclede entered into negotiations which resulted in a contract between these two parties, which they submitted September 30, 2011, to the Commission as a "Stipulation and Agreement" (Stipulation) with an attached Facilities Interconnect Agreement.

4. On October 13, 2011 SLNGP and Laclede submitted to the Commission a Joint Motion for Order Approving Stipulation and Agreement and Dismissing case.

Staff disagrees that the document submitted by SLNGP and Laclede is a Stipulation and Agreement that requires Commission approval before the Complaint may be dismissed.

5. The Commission is generally not asked to approve contracts between an LDC and a vendor. This is the type of contract Staff may review in a general rate case or in a PGA/ACA case for prudence of any associated costs.

6. The Staff and Office of the Public Counsel are not signatories to the contract or the Stipulation between Laclede and SLNGP.

7. Staff did not and does not join in the contract or Stipulation reached by Laclede and SNLGP.

8. In paragraph four of the September 30, 2011 filing, SLNGP and Laclede suggested that “in exchange for Laclede’s commitments as outlined [in the Agreement] the Parties agree the Complaint case shall be dismissed with prejudice, and that SLNGP shall release, and hereby does release, Laclede and all of its affiliates and representatives from any and all related claims SLNGP has or may have against them.”

9. Staff suggests the Commission may dismiss the Complaint with prejudice at the recommendation of SLNGP, the complainant. Since no testimony has been filed, nor has oral evidence been offered, the Complaint may be dismissed by the Complainant in accord with Commission Rule 4 CSR 240-2.116(1).

10. Further, under the rule cited above, the Complainant’s submittal of the agreement, which provides that this Complaint “shall be dismissed with prejudice” should operate to dismiss the Complaint.

11. Staff does not oppose Laclede’s and SLNGP’s motion to dismiss the complaint.

WHEREFORE Staff respectfully requests the Commission dismiss the Complaint with prejudice at the recommendation of SLNGP, the complainant.

Respectfully submitted,

/s/ Lera L. Shemwell

Lera L. Shemwell

Deputy Counsel

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CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been mailed, hand-delivered, electronic mail or transmitted by facsimile to all counsel and parties of record this 17th day of October, 2011.

/s/ Lera L. Shemwell