

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

In the Matter of the Application of )  
Ozark Energy Partners, LLC for a )  
Certificate of Convenience and )  
Necessity to Construct and Operate )  
an Intrastate Natural Gas Pipeline )  
and Gas Utility to Serve Portions of )  
the Missouri Counties of Christian, )  
Stone and Taney, and for )  
Establishment of Utility Rates. )

Case No. GA-2006-0561

**STIPULATION AND AGREEMENT OF OEP, MGE AND STAFF**

COME NOW Ozark Energy Partners, LLC (OEP), Applicant herein, Missouri Gas Energy (MGE), a division of Southern Union Company, Intervenor herein, and the Staff of the Public Service Commission of Missouri ("Staff"), and submit this Stipulation and Agreement to the Commission for its approval in this case.

1. On June 30, 2006, OEP filed an application for a certificate of convenience and necessity to construct and operate an intrastate natural gas pipeline and gas utility to serve portions of Christian, Stone and Taney counties, including the cities of Hollister, Reeds Spring, Kimberling City, Highlandville, Branson and Branson West.

2. A *Stipulation and Agreement* between OEP and the Staff of the Missouri Public Service Commission was filed in this case on November 8, 2007.

3. OEP, MGE and Staff have engaged in discussions and, as a consequence, have reached the following agreements, which are set forth in this Stipulation and Agreement of OEP, MGE and Staff (the "instant Stipulation") and which dispose of all issues in this case with respect to the signatory parties.

4. MGE joins the Stipulation and Agreement filed in this case on November 8, 2007.

5. OEP hereby voluntarily waives any right to seek a certificate of public convenience and necessity to provide natural gas service in any sections for which MGE has already received a certificate of convenience and necessity from the Commission.

6. If MGE files an application for a certificate of convenience and necessity to serve an area not in a section or sections in which MGE has already received a certificate from the Commission, OEP also voluntarily waives any right to file a competing application for the requested area.

#### **Contingent Waiver of Rights**

7. This Stipulation and Agreement is being entered into solely for the purpose of settling the identified issues in the case that is listed above. Other than explicitly provided herein, none of the Signatories shall be prejudiced or bound in any manner by the terms of this Stipulation and Agreement in this or any other proceeding regardless of whether this Stipulation and Agreement is approved.

8. This Stipulation and Agreement has resulted from 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.

9. If the Commission does not approve this Stipulation and Agreement without condition or 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.

10. In the event the Commission accepts the specific terms of this Stipulation and Agreement without condition or modification, the Signatories waive their respective rights to 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 §536.500 RSMo 2000; and their respective rights to judicial review pursuant to §386.510 RSMo 2000. This waiver applies only to a Commission order approving this Stipulation and Agreement without condition or modification 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 nor any matters not explicitly addressed by this Stipulation and Agreement.

### **Right to Disclose**

11. The Staff, if requested by the Commission to do so, will file suggestions or a memorandum in support of this Stipulation and Agreement. 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 signatories to this Stipulation and Agreement, whether or not the Commission approves and adopts this Stipulation and Agreement.

12. The Staff also shall 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, provide the 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 the Staff. The 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 pursuant to Commission Rule 4 CSR 240-2.135.

**WHEREFORE**, the undersigned Parties respectfully request that the Commission issue its Order:

(a) Approving all of the specific terms and conditions of the Stipulation and Agreement filed in this case by OEP and Staff on November 8, 2007; and

(b) Approving all of the specific terms and conditions of this Stipulation and Agreement of OEP, MGE and Staff.

Respectfully submitted,

***/s/ William D. Steinmeier***

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***/s/ Dean L. Cooper***

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ATTORNEYS FOR MISSOURI GAS  
ENERGY, A DIVISION OF SOUTHERN  
UNION COMPANY

Date: November 21, 2007

***/s/ Lera L. Shemwell***

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**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing document has been served electronically on the General Counsel's Office, the Office of the Public Counsel and all counsel of record, this 21<sup>st</sup> day of November 2007.

***/s/ William D. Steinmeier***

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William D. Steinmeier