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CC-33-2017-P-13
Morgan County Circuit Clerk
Melanie Shambaugh

IN THE CIRCUIT COURT OF MORGAN COUNTY, WEST VIRGINIA

MOUNTAINEER GAS COMPANY,
a West Virginia corporation and public utility,

Petitioner,

v.

UPON PROCEEDINGS TO ENTER REAL ESTATE FOR A PUBLIC USE
CIVIL ACTION NO. 17-C-____

CROSSROADS CANNING COMPANY, INC.
a West Virginia corporation,

Respondent.

PETITION

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT OF MORGAN COUNTY, WEST VIRGINIA:

Your Petitioner, Mountaineer Gas Company, (hereinafter referred to as the "Petitioner"), respectfully represents unto the Court that:

1. The Petitioner is a corporation created, organized and existing under the laws of the State of West Virginia and that it has been and is now engaged, and will continue in the future to be engaged, in the business of providing natural gas utility service to the general public for use in incorporated cities, towns, villages, communities and other outlying places in the State of West Virginia.

2. The Petitioner is maintaining and operating in the State of West Virginia an extensive transportation and distribution system for the purpose of providing natural gas utility service to the general public.

3. The Petitioner is a public utility corporation and, as such, is subject, in the operation of its business, to the jurisdiction of the Public Service Commission of West Virginia,

and is operating in accordance with the Rules and Regulations prescribed by said Commission as a public utility.

4. As a West Virginia public utility, the Petitioner is empowered by state law with the right of eminent domain pursuant to W.Va. Code § 54-1-1, *et seq*.

5. Pursuant to the right of eminent domain invested in the Petitioner as a public utility in West Virginia, Petitioner, therefore, brings this proceeding pursuant to the provisions of W.Va. Code § 54-2-15.

6. Respondent, Crossroads Canning, Inc., is a West Virginia corporation with is principal office located at 4765 Martinsburg Road, Berkeley Springs, West Virginia, 25411.

PURPOSES FOR WHICH PROPERTY IS TO BE CONDEMNED

7. The Petitioner provides natural gas utility service to approximately 221,000 customers in forty-nine (49) West Virginia counties, and has approximately 6,000 miles of pipeline in these counties which is necessary to provide said service to West Virginia residents.

8. Currently, Morgan County, West Virginia does not have natural gas utility service available to any of its residents.

9. On July 5, 2016, the Petitioner filed for approval of its 2017 Infrastructure Replacement and Expansion Program (hereinafter "IREP") with the Public Service Commission of West Virginia (hereinafter "Public Service Commission"), which included a request for consideration of the expansion of its facilities to extend and enhance natural gas utility service in the Eastern Panhandle of West Virginia, including but not limited to, a project designated as Segment 1 which would consist of 24 miles of distribution trunk line beginning in Morgan County and extending to Martinsburg in Berkeley County, West Virginia.

10. By Commission Order dated November 17, 2016, the Public Service Commission ordered that Segment 1 of the Petitioner's IREP-eligible project was approved, a certified copy of which is attached hereto as Exhibit "A".

11. In accord with the aforesaid Commission Order, the Petitioner intends to proceed forward with the Segment 1 Eastern Panhandle Expansion and proposes to build, construct and operate a trunk line which shall carry natural gas through portions of Morgan County and Berkeley County, West Virginia, which is necessary for its use, in order to discharge its obligations in the supply, transmission and distribution of natural gas to its customers and all other persons requesting the same in the County of Morgan and other counties in West Virginia, in which it presently and will in the future conduct its aforesaid business; and in doing so, it is necessary that the Petitioner have the use of and occupy that certain right of way or easement (hereinafter Easement), along, upon and over lands owned by the aforesaid Respondent, in Morgan County, West Virginia, as hereinafter set forth, under and subject to the conditions, and with the rights and privileges, hereinafter described.

THE PROPERTY

12. The Respondent is the owner of several parcels of real estate situate in the Allen District of Morgan County, West Virginia, (hereinafter referred to as the "Property") which were conveyed to the Respondent by Paul F. Kesecker, Julia Kesecker, Leo V. Kesecker, Nancy J. Kesecker, his wife, M. Dean Kesecker and Patricia A. Kesecker, his wife, by deed dated the 1st day of August, 1978, of record in the Office of Clerk of Morgan County, West Virginia in Deed Book No. 104, at page 291, a copy of which is attached hereto as Exhibit "B". More specifically, five (5) parcels of real estate were conveyed as follows:

a. Parcel One, consisting of 102.37 acres, more or less, and currently identified on the County Tax Records as Tax Map 10, Parcel No. 12;

b. Parcel Two consisting of 112.5 acres, more or less, and currently identified on the County Tax Records as Tax Map 10, Parcel No. 5;

c. Parcel Three consisting of 95.17 acres, more or less, and currently identified on the County Tax Records as Tax Map 9, Parcel No.13;

d. Parcel Four consisting of a total of 182.5 acres, more or less, and being a consolidation of three tracts containing 42.5 acres, more or less, currently identified on the County Tax Records as Tax Map 9, Parcel No. 11.1, 40.75 acres, more or less, currently identified on the County Tax Records as Tax Map 10, Parcel No. 4, and 99.25 acres, more or less, and currently identified on the County Tax Records as Tax Map 10, Parcel No. 3; and

e. Parcel Five consisting of 1.83 acres, and currently identified on the County Tax Records as Tax Map 9, Parcel No. 12;

13. Insofar as your Petitioner knows, there are no conflicting claims to said real estate.

14. Insofar as your Petitioner knows, there are no liens upon the above described real estate.

INTEREST WHICH PETITIONER SEEKS TO ACQUIRE

15. The Petitioner wishes to acquire a Permanent Right of Way and Easement (hereinafter referred to as the "Permanent Easement") by means of condemnation over, across and upon certain parcels of the Property and the exclusive right to construct, lay, maintain, operate, replace, relocate, repair, change the size of, and abandon or remove, one or more pipelines, compressors, drips, valves, measuring and regulating equipment, and other appurtenant facilities necessary or convenient thereto, including, but not limited to, equipment, pigging conduits and telecommunication and/or cathodic protection, for the transportation of gas, oil, petroleum products and/or any other materials or substances which may be transported singly or in combination through a pipeline and/or for fiber optic lines on, over, and across the Property.

16. The Petitioner also wishes to acquire a Temporary Construction Easement (hereinafter referred to as the "Temporary Easement"), for the purpose of enabling Mountaineer, its employees, agents and/or contractors to construct the pipeline and appurtenances and to conduct all activities incident thereto, including restoration or clean-up activities.

17. The Permanent Easements and Temporary Easements that are necessary for the Project at issue which Petitioner proposes to take are more particularly described as follows:

a. From Parcel Two, a Permanent Easement encumbering 1.64 acres, more or less, as further depicted upon the plat attached hereto as Exhibit "C", which describes with reasonable certainty the property that the Petitioner seeks to condemn by virtue of this proceeding;

b. From Parcel Two, a Temporary Easement encumbering 0.86 acres, more or less, and adjoining the Permanent Easement as further depicted upon the plat attached hereto as Exhibit "C", and referred to thereon as "Temporary Workspace" and "Additional Temporary Workspace", which describes with reasonable certainty the property that the Petitioner seeks to condemn by virtue of this proceeding;

c. From Parcel Three, a Permanent Easement encumbering 0.31 acres, more or less, as further depicted upon the plat attached hereto as Exhibit "D", which describes with reasonable certainty the property that the Petitioner seeks to condemn by virtue of this proceeding;

d. From Parcel Three, a Temporary Easement encumbering 0.08 acres, more or less, and adjoining the Permanent Easement as further depicted upon the plat attached hereto as Exhibit "D", and referred to thereon as "Temporary Workspace", which describes with reasonable certainty the property that the Petitioner seeks to condemn by virtue of this proceeding;

e. From the 42.5 acre tract consolidated as Parcel Four, a Permanent Easement encumbering 0.27 acres, more or less, as further depicted upon the plat attached hereto as Exhibit "E", which describes with reasonable certainty the property that the Petitioner seeks to condemn by virtue of this proceeding;

f. From the 42.5 acre tract consolidated as Parcel Four, Temporary Easement encumbering 0.22 acres, more or less, and adjoining the Permanent Easement as further depicted upon the plat attached hereto as Exhibit "E", and referred to thereon as "Temporary Workspace", which describes with reasonable certainty the property that the Petitioner seeks to condemn by virtue of this proceeding;

g. From the 40.75 acre tract consolidated as Parcel Four, a Permanent Easement encumbering 2.26 acres, more or less, as further depicted upon the plat attached hereto as Exhibit "F", which describes with reasonable certainty the property that the Petitioner seeks to condemn by virtue of this proceeding;

h. From the 40.75 acre tract consolidated as Parcel Four, a Temporary Easement encumbering 1.47 acres, more or less, and adjoining the Permanent Easement as further depicted upon the plat attached hereto as Exhibit "F", and referred to thereon as "Temporary Workspace" and "Additional Temporary Workspace", which describes with reasonable certainty the property that the Petitioner seeks to condemn by virtue of this proceeding;

i. From the 99.25 acre tract consolidated as Parcel Four, a Permanent Easement encumbering 1.57 acres, more or less, as further depicted upon the plat attached hereto as Exhibit "G", which describes with reasonable certainty the property that the Petitioner seeks to condemn by virtue of this proceeding; and

j. From the 99.25 acre tract consolidated as Parcel Four, a Temporary Easement encumbering 1.02 acres, more or less, and adjoining the Permanent Easement as further depicted upon the plat attached hereto as Exhibit "G", and referred to thereon as "Temporary Workspace" and "Additional Temporary Workspace", which describes with reasonable certainty the property that the Petitioner seeks to condemn by virtue of this proceeding.

18. The Petitioner intends, at all times, to have the right to:

a. Clear and keep clear the Easement of all buildings or structures;

b. Control, cut down, trim and remove trees and underbrush on the Easement by any method;

c. Cut and trim, and keep cut and trimmed, any trees located outside the Easement which, in the opinion of the Petitioner, might interfere with the safe, proper operation and/or maintenance of its facilities thereon and/or the safety of the public;

d. Ingress to and egress from the Property of the Respondent for the purposes of exercising the rights herein granted, including the use of any roads constructed on the Property for such access; and

e. To open fences for proper purposes, but will keep the same closed when not necessary for proper purposes.

19. The Petitioner intends that the Respondent, its successors and assigns, may use or cross the Easement for any purpose not inconsistent with the rights hereby granted, provided

such use does not interfere with or endanger the construction, operation or maintenance of the Permanent Easement or Temporary Easement; provided further that plans for any grade changes to area encompassing the Permanent Easement shall be submitted to the Petitioner for its approval. In this regard, it is intended that the Respondent shall not erect or construct any building or other structure, or drill or operate any well, within the Easement.

THE DISPUTE

20. Your Petitioner has attempted, but has been unable, to agree with Respondent as to the amount of compensation for the Permanent Easements and Temporary Easements, and the rights proposed to be taken by your Petitioner, as hereinbefore set forth, which said compensation shall include full and total payment for Permanent Easements and Temporary Easements; all trees, undergrowth or other obstructions, now or in the future, within the said Permanent Easements; all other trees outside the Permanent Easements, trimmed or felled, now or in the future; all the rights described above; and all damages to the residue of Respondent's property.

21. Your Petitioner seeks leave to deposit as a cash bond **FIFTY-NINE THOUSAND FOUR HUNDRED SEVENTY-ONE DOLLARS AND NINETY-SEVEN CENTS ($59,471.97)**, payable to the Respondent, the owner of the subject property, which the Petitioner deems to be a sufficient amount to secure to Respondent payment, and just compensation, for the Easement and rights aforesaid, and for all damages, beyond the benefits, if any, to which it shall be entitled for the taking thereof. Your Petitioner further seeks leave from the Court to pay unto the Court the aforesaid cash bond in order to immediately acquire and become vested as an applicant with the rights created by law provided for in such cases and, so that your Petitioner may be entitled to an order allowing it to immediately enter upon, take

possession, appropriate and use the said Permanent Easements and Temporary Easements with the privileges, rights and for the purposes and under the conditions all of which are fully described hereinabove.

WHEREFORE, your Petitioner requests that:

A. The cash bond as set forth above be approved and an order be entered permitting the Petitioner to immediately enter upon, take possession of, and appropriate, the Permanent Easements and Temporary Easements with the privileges and rights aforesaid, including access, for the purposes and under the conditions hereinbefore described and set forth;

B. Commissioners may be appointed by this Honorable Court to ascertain a just compensation to the owner thereof, and any other person or persons entitled thereto, for the Permanent Easements and Temporary Easements described and proposed to be taken by your Petitioner, and the privileges and rights, as well as damages, if any, to the residue of the aforesaid tract of land sustained by the owner thereof under the conditions and with the rights and privileges aforesaid;

C. Proceedings may be had in these premises as conform to law;

D. Upon payment of the compensation so ascertained as aforesaid, the title to said Permanent Easements, together with the rights and privileges aforesaid, all under the conditions as set forth herein, shall be vested in your Petitioner; and

E. Your Petitioner may be granted such other, further, general and special relief as the Court may deem proper to award.

Dated: April 27, 2017

MOUNTAINEER GAS COMPANY
BY COUNSEL

JACKSON KELLY PLLC

/s/ Christopher K. Robertson .
Christopher K. Robertson
WV State Bar No. 5993
P.O. Box 1068
Martinsburg, WV 25402
Telephone: (304) 260-4959
Facsimile: (304) 263-7110
Email: crobertson@jacksonkelly.com

VERIFICATION

STATE OF WEST VIRGINIA,
COUNTY OF BERKELEY, to-wit:

Thomas D. Westfall, the Director, Gas Supply and Technical Service of the Mountaineer Gas Company, named in the foregoing Petition, being duly sworn, says that the facts and allegations therein contained are true, except insofar as they are therein stated to be upon information and belief, and that so far as they are stated to be upon information, she believes them to be true.

MOUNTAINEER GAS COMPANY

BY: _____
Thomas D. Westfall

Its: Director, Gas Supply + Tech Svc

STATE OF WEST VIRGINIA,
COUNTY OF BERKELEY, to-wit:

I, Evon Wilkes, a notary public in and for said state, do hereby certify that Thomas Westfall who signed the writing above, bearing date the 24th day of April, 2017, for the Mountaineer Gas Company, has this day acknowledged before me the said writing to be the act and deed of said corporation.

Given under my hand this 24th day of April, 2017.

_____
Notary Public

My Commission Expires:

August 21, 2022

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Evon Wilkes
1104 Livingston Avenue
Charleston, WV 25302
My Commission Expires Aug. 21, 2022

4844-9020-2182.v1

EXHIBIT A

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

CERTIFICATION OF TRUE COPY

RE: CASE NO. 15-1256-G-390P
Mountaineer Gas Company
And
Case No. 16-0922-G-390P
Mountaineer Gas Company

I, Ingrid Ferrell, Executive Secretary of the Public Service Commission of West Virginia, certify that the attached is a true copy of the Commission Order issued on November 17, 2016, filed with the Public Service Commission and entered into the record in Case No. 15-1256-G-390P Mountaineer Gas Company and Case No 16-0922-G-390P Mountaineer Gas Company as the same appears on file and of record in my office.

Given under my hand and the seal of the Public Service Commission of West Virginia, in the City of Charleston, Kanawha County, this 18th day of April, 2017.

Ingrid Ferrell, Director
Executive Secretary Division

IF/pb
Attachment

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

At a session of the PUBLIC SERVICE COMMISSION OF WEST VIRGINIA in the City of Charleston on the 17th day of November, 2016.

CASE NO. 15-1256-G-390P (REOPENED)

MOUNTAINEER GAS COMPANY, a public utility,
Charleston, Kanawha County.
Infrastructure Replacement and Expansion Program
filing for 2016.

CASE NO. 16-0922-G-390P

MOUNTAINEER GAS COMPANY, a public utility,
Charleston, Kanawha County.
Surcharge on Infrastructure Improvements.

COMMISSION ORDER

The Commission adopts a Joint Stipulation and Agreement for Settlement (Joint Stipulation) that recommends (i) an updated Infrastructure Replacement and Expansion Program (IREP) and associated cost recovery component to the base rates of Mountaineer Gas Company (Mountaineer) to become effective January 1, 2017, and (ii) inclusion of the first segment of an expansion project in the Eastern Panhandle as an IREP-eligible project.

BACKGROUND

Mountaineer provides natural gas utility service to approximately 221,000 customers in 49 West Virginia counties.

In its 2015 regular session, the West Virginia Legislature enacted Senate Bill 390 (SB 390), codified at W.Va. Code §24-2-1k, that authorizes the Commission to approve expedited cost recovery of projects to replace, upgrade and expand natural gas utility

infrastructure that is deemed just and reasonable and in the public interest. The Legislature found that accelerated investment in certain gas infrastructure projects and more timely rate recovery for that investment will create jobs, improve the safety and reliability of natural gas infrastructure, provide for more economical natural gas service, and facilitate the extension of natural gas service to new customers in unserved or underserved areas. SB 390 became effective on June 11, 2015.

Case No. 15-1256-G-390P

On December 23, 2015, the Commission approved, pursuant to W.Va. Code §24-2-1k, Mountaineer's 2016 Application for a five-year IREP, including a cost recovery component to Mountaineer's base rates to begin on January 1, 2016. Comm'n Order at 7. Mountaineer did not propose any infrastructure investment to serve new or underserved customers, but stated that Mountaineer may request to amend the IREP to seek approval of expansion projects to unserved or underserved areas. Comm'n Order at 2 (Dec. 23, 2015), citing Mountaineer 2016 Application at 2 (July 31, 2015).

On March 31, 2016, Mountaineer filed a petition to reopen Case Number 15-1256-G-390P and amend the IREP (Petition to Reopen) to include as an IREP-eligible project an expansion of facilities to extend and enhance service in the Eastern Panhandle (Expansion Project). Mountaineer also asked the Commission to approve the incremental transportation costs relating to a new 20-year wholesale gas transportation agreement that is related to the Expansion Project. Mountaineer Petition to Reopen at 3-4; Lokant Supplemental Direct at 2 (Mar. 31, 2016).

On June 1, 2016, the Commission granted the request to reopen in order to consider Mountaineer's proposed amendment to the IREP. Comm'n Order at 11-12 (June 1, 2016).

On June 7, 2016, Mountaineer advised that the new transportation agreement would not be considered by the board of directors of Columbia Gas Transmission, LLC (Columbia) until November 2016. Mountaineer Update on Expansion Project Timeline and Request to Amend Procedural Schedule at 1-3 (June 7, 2016); Mountaineer Supplemental Update for the Expansion Project (June 14, 2016).

On June 15, 2016, the Commission scheduled a Status Conference. Comm'n Order at 3.

On June 17, 2016, Mountaineer filed a Status Conference Memorandum, stating that consideration of the Expansion Project in the reopened IREP may not be necessary because Mountaineer could accelerate the filing of its 2017 IREP proceeding.

On June 21, 2016, the Commission conducted a Status Conference, during which Mountaineer reiterated that the Commission could consider the Expansion Project in the 2017 IREP proceeding. Tr. at 31, 37 (June 21, 2016).

On June 29, 2016, Commission Staff filed its Final Joint Staff Memorandum Upon Reopening and recommended that the Petition to Reopen the IREP be dismissed because the revised timeline allows the issues to be timely considered in the 2017 IREP filing.

Case No. 16-0922-G-390P

On July 5, 2016, Mountaineer filed an IREP Application (2017 Application), including a proposed notice, and requested approval of the Expansion Project as an IREP-eligible project. The application requested new rates to be effective on January 1, 2017, to recover certain costs of the IREP investments to be made during 2016 and 2017.

On August 22, 2016, the Commission granted Petitions to Intervene in Case Number 16-0922-G-390P that were filed by the Commission Consumer Advocate Division (CAD), West Virginia Energy Users Group (WVEUG)[1] and the West Virginia Propane Gas Association (Propane Association) and required Mountaineer to publish notice of the 2017 Application and hearing. Comm'n Order at 4.

Both cases

On July 5, 2016, the Commission denied various requests to dismiss the Mountaineer Petition to Reopen the IREP filing that was made in 2016, Case Number 15-1256-G-390P, and adopted a procedural schedule to process the 2017 Application, Case Number 16-0922-G-390P, in tandem. Comm'n Order at 4.

On September 6, 2016, The Inter-Mountain filed an affidavit with the Commission evidencing publication in Randolph County of the Notice of Filing and Hearing.

[1] WVEUG members taking service from Mountaineer include ArcelorMittal Weirton LLC, Constellium-Ravenswood, Inc., and QuadGraphics, Inc. Tr. at 12 (Oct. 5, 2016).

The Commission received pre-filed testimony from these witnesses:

Mountaineer	C. David Lokant	Supplemental Direct, 15-1256 Direct, 16-0922 Rebuttal, 15-1256 and 16-0922
	Scott F. Klemm	Supplemental Direct, 15-1256 Direct, 16-0922 Rebuttal, 15-1256 and 16-0922
	Thomas D. Westfall	Supplemental Direct, 15-1256 Direct, 16-0922 Rebuttal, 15-1256 and 16-0922
	James I. Warren	Direct, 16-0922 Rebuttal, 15-1256 and 16-0922
CAD	Ralph C. Smith	Direct, 15-1256 and 16-0922
WVEUG	Lane Kollen	Direct and Rebuttal, 15-1256 and 16-0922
Propane Association	J. Randall Thompson	Direct, 15-1256 and 16-0922
	James F. Wilson	Direct, 15-1256 and 16-0922
Staff	David L. Pauley	Direct, 16-0922
	Terry R. Eads	Direct, 16-0922
	Eric F. DeGruyter	Direct, 16-0922

On October 3, 2016, Mountaineer filed Affidavits of Publication evidencing publication of the Notice of Filing and Hearing in 40 of the 49 counties in which Mountaineer provides service.

On October 4, 2016, Mountaineer filed a Joint Stipulation between Mountaineer, Commission Staff, CAD and the Propane Association (Stipulating Parties). WVEUG did not join or oppose the Joint Stipulation. Mountaineer Cover Ltr. at 1.

On October 5, 2016, the Commission conducted the evidentiary hearing and admitted the Joint Stipulation into evidence. Tr. at 23. Mountaineer witness Lokant testified that the Joint Stipulation was a fair and reasonable resolution of the proceedings and answered questions from counsel and the Commission. Id. at 14-60, as corrected. Counsel for Staff, CAD and the Propane Association stated on behalf of their respective clients that the Joint Stipulation was fair, reasonable and in the public interest and should be adopted. Id. at 60-61, 62. Counsel for WVEUG stated that WVEUG participated in the settlement discussions, but had concerns about certain aspects of the 2017 Application that had been incorporated into the Joint Stipulation. Although WVEUG did not join the Joint Stipulation, counsel stated that WVEUG believed that the settlement represented a compromise that was reasonable for the Commission to adopt. Id. at 62.

On October 19, 2016, Mountaineer filed an Errata Sheet to address two corrections to the transcript of the October 5, 2016 hearing.

On October 26, 2016, Mountaineer filed a proposed Order approving the Joint Stipulation and indicated that Staff, CAD, WVEUG and Propane Association each reviewed and assented to it. Mountaineer Cover Ltr. at 1 & Proposed Order at 1-7.

On November 3, 2016, Mountaineer filed the remaining eight Affidavits of Publication.

In our review of this matter, the Commission considered the Petition to Reopen, 2017 Application, Joint Stipulation, transcripts, proposed Order, direct and rebuttal testimonies of all witnesses, and the exhibits attached to the testimonies, Joint Stipulation, Petition to Reopen and 2017 Application.

DISCUSSION

A joint stipulation is a recommendation by the stipulating parties as to what they regard to be a reasonable settlement of the issues, for consideration by the Commission. Appalachian Power Company and Wheeling Power Company, Case No. 14-0546-E-PC, Commission Order of December 30, 2014 at 15, Conclusion of Law ¶ 1. Upon consideration of the record as described above, the Commission concludes that the Joint Stipulation is fair, reasonable and in the public interest, and should be adopted.

In the 2017 Application, Mountaineer asked to recover certain costs associated with its projected IREP investments through the calendar year 2017: incremental rate of return, related income taxes, depreciation and property taxes on the IREP investment, West Virginia business and occupation tax and a provision for incremental uncollectibles expense. Mountaineer asserted that all of these costs are directly related to its prospective IREP investment and the IREP rate increment will not generate revenue for investments that are currently embedded in base rates or to serve new customers in the ordinary course of business. 2017 Application at 2-3. Mountaineer also requested certain approvals relating to the Expansion Project. Id. at 4, 6, 8, 10 and 13-15.

Mountaineer witness Lokant testified at the evidentiary hearing that the Joint Stipulation is the product of good faith negotiations between the parties. Tr. at 40-41. As detailed at the hearing and below, it reflects a compromise on various items requested in the 2017 Application. The Commission will address first the terms and conditions relating to the 2017 IREP rate component, followed by those relating to the Expansion Project.

The 2017 IREP Rate Component

The 2017 Application, Case Number 16-0922-G-390P, is the second proceeding that Mountaineer has filed pursuant to W.Va. Code §24-2-1k. To understand the requested increase for the IREP rate component that is contained in the Joint Stipulation, it is helpful to review, in very general terms, the method by which the IREP rate component is calculated and contrast the IREP ratemaking approach for certain infrastructure improvements to the traditional ratemaking approach.

Under traditional ratemaking, the cost of Mountaineer's infrastructure investment, the depreciated value of which is commonly referred to as "rate base," is established in a base rate proceeding and that rate base value is used in the calculation of base rates. Mountaineer may make additional investments in its infrastructure between base rate cases, but the cost of Mountaineer's rate base does not change until it is recalculated in Mountaineer's next base rate case. Under this traditional approach, Mountaineer's base rates do not generate any revenue for the cost of, or return on, infrastructure investments until the value of those investments is added to rate base in the next base rate proceeding.

In contrast, W.Va. Code §24-2-1k provides for expedited cost recovery of investments made for certain infrastructure replacements and upgrades that are deemed just and reasonable and in the public interest. A natural gas utility may charge an IREP rate increment to generate revenue for the cost of, and a return on, approved infrastructure improvements during the time period between base rate cases. The cost of any infrastructure improvements that are made pursuant to this statute will be included in rate base in the utility's next base rate case, and, at that time, the separate IREP rate component will be adjusted to remove the IREP infrastructure investment that has been embedded in base rates.

In Mountaineer's first IREP first proceeding, Case Number 15-1256-G-390P, Mountaineer estimated the cost of the infrastructure improvements it would make during each month in calendar year 2016. The Commission approved $565,758 as the revenue requirement for the average rate base value of those 2016 investments. Comm'n Order at 6-7 (Finding of Fact No. 4), citing October 9, 2015 Joint Stipulation at ¶ 11(c) (Dec. 23, 2015).

During the evidentiary hearing, Mr. Lokant testified that Mountaineer's 2016 infrastructure investment program was "going well" and Mountaineer was on track to spend approximately $14 million in 2016 as projected in its 2016 IREP proceeding. Tr. at 15-16. Mr. Lokant testified that the plan is working as intended and Mountaineer is making progress with regard to infrastructure replacement. Id. at 17.

The infrastructure investments made by Mountaineer in 2016 will continue to provide service to Mountaineer customers in 2017 and beyond. Mountaineer's IREP rate

component, therefore, will continue to include the revenue requirement on these 2016 improvements until these investments are moved to Mountaineer's rate base and recovery of revenue for the cost of, and a return on, these improvements becomes embedded in base rates.

With respect to the pending 2017 Application, the Stipulating Parties recommended that the Commission authorize a $1,345,720 increase in the revenue to be generated by the IREP rate component during calendar year 2017, using the amounts and calculation methods shown in Joint Stipulation Exhibit A and the customer class allocation determined in Mountaineer's last base rate proceeding, Case Number 15-0003-G-42T. When combined with updated projections for the IREP investment in calendar year 2016, the Stipulating Parties agreed that $1,937,527 should be the total amount of revenue to be recovered during calendar year 2017 through the IREP rate increment that will take effect on January 1, 2017. The Commission concludes that a 2017 revenue increase of $1,345,720, using the amounts and calculation methods shown in Joint Stipulation Exhibit A and the customer class allocation determined in Case Number 15-0003-G-42T is fair, reasonable and in the public interest.

The Stipulating Parties also recommended that the Commission approve the infrastructure projects listed in Exhibits 1, 2 and 3 of the 2017 Application for construction and IREP rate recovery in 2017. Joint Stipulation at ¶ 10. These projects will neither expand service to new customers nor generate any revenue growth. Id. at ¶ 10; Tr. at 25.

The Stipulating Parties used the Preferred Net Operating Loss (NOL) Method to determine the deferred federal income tax expense, as proposed by Mountaineer, in the calculation of the $1,937,527 total revenue requirement. Joint Stipulation at ¶¶ 12-13. Mr. Lokant confirmed that Mountaineer will take bonus depreciation for federal income tax purposes for 2016, 2017 and 2018. Tr. at 27; Joint Stipulation at ¶13. While Mountaineer does not project an NOL for 2016, it may experience NOLs in 2017 and 2018 as a result of taking bonus depreciation. Tr. at 27; Oct. 19, 2016 Errata Sheet Filing.

When Mountaineer files its annual IREP proceeding in 2017, the actual costs and revenues related to the IREP improvements made in calendar year 2016 will be known. As contemplated by the statute, if the revenue generated during calendar year 2016 by the IREP rate increment that was based on projected investment for 2016 is more or less than the actual cost of the IREP investments that were made in calendar year 2016, the Commission will true up, or adjust, the IREP rate increment that will take effect on January 1, 2018. The Commission also will review the infrastructure program that is underway for calendar year 2017 and the projected program for calendar year 2018. The Commission will set a new IREP rate component to take effect on January 1, 2018, that includes the projected IREP investments improvements to be made in 2017 and 2018 and

any adjustment to the rate component that is necessary due to the true up of the 2016 program costs.

The Stipulating Parties agreed that Deferred Income Tax Expense (DITE) embedded in or associated with Mountaineer's base rates will not be treated as an offset to IREP rate base for the 2016, 2017 and 2018 projected IREP periods. Joint Stipulation at ¶ 14. Each of the Stipulating Parties may select or recommend a different approach in future Mountaineer base rate cases or in Mountaineer's IREP cases effective with the 2019 IREP filing. Id.

The Expansion Project

The Stipulating Parties addressed several issues associated with the Expansion Project in the Joint Stipulation, and Mr. Lokant provided additional information at the hearing. The Stipulating Parties agreed that construction of Segment 1, consisting of approximately 24 miles of distribution trunk line beginning in Morgan County and extending to Martinsburg in Berkeley County, will allow for the provision of adequate, efficient, safe, reliable and reasonably priced natural gas service and should be deemed reasonable and not contrary to the public interest. Joint Stipulation at ¶ 16. Mountaineer estimates the cost of Segment 1 at $30 million and may seek Commission approval of the recovery of any amount exceeding $30 million in the appropriate IREP proceeding by demonstrating the reasonableness and prudence of such amounts, provided that Mountaineer has prepared a Request for Proposals (RFP) and submitted the project for publicly advertised competitive bids. Id. ¶ 17. The Stipulating Parties recommended that the Commission approve Segment 1 for construction in 2018 as an IREP-eligible expansion project. Id. ¶ 18; Tr. at 29. No costs associated with Segment 1 are included in the IREP rate component that will take effect on January 1, 2017. Tr. at 34. The Stipulating Parties further agreed that, for purposes of this proceeding only, no certificate of public convenience and necessity pursuant to W. Va. Code §24-2-11 should be required for Segment 1. Joint Stipulation at ¶ 20.

The Stipulating Parties also agreed that Segments 2 and 3 of the Expansion Project that includes approximately 24.5 miles of new distribution trunk line should not be included in Mountaineer's approved five-year IREP or approved for construction or rate recovery in this IREP proceeding. Id. at ¶ 21. Mountaineer may seek approval of Segments 2 and 3 in a future IREP application, rather than in a petition to reopen a prior IREP proceeding. Id. at ¶ 22. Mr. Lokant confirmed that Mountaineer will not request approval of Segments 2 and 3 until Mountaineer's 2019 IREP application that will be filed on or around August 1, 2018, and that, as stated in the Joint Stipulation, Mountaineer may seek to reopen a prior IREP proceeding if necessary to prevent a delay that could jeopardize the State's ability to attract a significant commercial or industrial customer. Tr. at 35; Joint Stipulation at ¶ 22.

Paragraphs 23 through 27 of the Joint Stipulation describe how Mountaineer will calculate revenue offsets resulting from the expansion of service to new customers, and Mr. Lokant provided additional details at the hearing. Tr. at 35-37. Once Segment 1 of the Expansion Project is placed into service, 60 percent of the base revenues generated from a new Procter & Gamble facility will be applied as an offset against the IREP costs associated with that project. Id. at 37.

The Expansion Project will require a new gas supply and transportation agreement. 2017 Application at 10. The costs associated with this new supply will be included in Mountaineer's annual purchased gas cost adjustment (PGA) filings beginning with the 2018 PGA Application. Joint Stipulation at ¶ 30; Tr. at 38. Mountaineer expects to first include these costs in its interim PGA rates that will go into effect on November 1, 2018. 2017 Application at 10.

The Stipulating Parties recommended that the Commission approve the First Revision to Tariff Sheet No. 79, reflecting the IREP Rate Schedule, to be effective for service rendered on and after January 1, 2017, in substantially the form attached as Exhibit B to the Joint Stipulation. Joint Stipulation at ¶ 35.

The Commission appreciates the efforts of the parties to reach a just and reasonable settlement in this proceeding. Stipulations can resolve cases in a prompt, fair, reasonable, cost effective and expedited fashion based on arms-length negotiations. Settlements also can significantly reduce litigation costs for the benefit of all parties and the ratepayers.

Each of the Stipulating Parties recommended that the Commission adopt the Joint Stipulation as being in the public interest. Joint Stipulation at ¶ 39. Mr. Lokant testified that the settlement was fair and reasonable and promoted the public interest. Tr. at 41. Counsel for Staff, CAD, and the Propane Association indicated that the Joint Stipulation was reasonable and recommended that the Commission adopt it. Id. at 61-62. Counsel for WVEUG indicated that while WVEUG could not support the Joint Stipulation, the settlement was the result of negotiated compromise and that it would be reasonable for the Commission to adopt it. Id. at 62.

The full record in this case establishes that the proposed expenditures and the associated rate requirements that are set forth in the First Revision of Tariff Sheet No. 79 and to the Joint Stipulation as Exhibit B, are just, reasonable, not contrary to the public interest and will allow for the provision and maintenance of adequate, efficient, safe, reliable and reasonably priced natural gas service. W. Va. Code § 24-2-1k(e). Accordingly, the Commission will adopt the Joint Stipulation attached to this Order in resolution of the issues presented in Case Number 16-0922-G-390P and in the Petition to Reopen in Case Number 15-1256-G-390P.

FINDINGS OF FACT

1. On March 31, 2016, Mountaineer filed a Petition to Reopen Case Number 15-1256-G-390P and amend the IREP to include as an IREP-eligible project an expansion of facilities to extend and enhance service in the Eastern Panhandle. Mountaineer also asked the Commission to approve the incremental transportation costs relating to a new 20-year wholesale gas transportation agreement that is related to the Expansion Project. Mountaineer Petition to Reopen at 3-4; Lokant Supplemental Direct at 2 (Mar. 31, 2016).

2. Because of changes to the timeframe, Mountaineer stated that the Expansion Project could be considered in Mountaineer's 2017 IREP proceeding. Mountaineer Status Conference Memorandum at 2 (June 17, 2016); Tr. at 31, 37 (June 21, 2016) (Mountaineer counsel Callas).

3. On July 5, 2016, Mountaineer filed its 2017 IREP proceeding. 2017 Application at 1-15 & attachments, Case No. 16-0922-G-390P.

4. Mountaineer published the Notice of Filing and Hearing in each of the counties where it provides service. Affidavits of Publication filed Sept. 6, 2016, Oct. 3, 2016, and Nov. 3, 2016.

5. On October 4, 2016, Mountaineer filed the Joint Stipulation for Commission review and approval. Mountaineer, Commission Staff, the Consumer Advocate Division and West Virginia Propane Association are parties to the Joint Stipulation (Stipulating Parties). WVEUG did not join or oppose the Joint Stipulation. Mountaineer Cover Ltr. at 1; Tr. at 62.

6. The Stipulating Parties support the Joint Stipulation as a fair and reasonable resolution of all of the issues raised in these cases. Id. at ¶ 36.

CONCLUSIONS OF LAW

1. A joint stipulation is a recommendation by the stipulating parties as to what they regard to be a reasonable settlement of the issues, for consideration by the Commission. Appalachian Power Company and Wheeling Power Company, Case No. 14-0546-E-PC, Commission Order of December 30, 2014 at 15, Conclusion of Law ¶1.

2. The form and content of the 2017 Application that relates to Mountaineer's projected IREP investments for calendar year 2017, together with its exhibits and

supporting testimony, are responsive to and fulfill the requirements of W.Va. Code §24-2-1k(b) and (c).

3. The Commission should adopt the Joint Stipulation because it is supported by the evidentiary record and is just, fair and reasonable and in the public interest. W.Va. Code §24-2-1k.

4. The proposed expenditures and the associated rate requirements, which are set forth in the First Revision of Tariff Sheet No. 79 and were attached to the Joint Stipulation as Exhibit B, are just, reasonable, not contrary to the public interest and will allow for the provision and maintenance of adequate, efficient, safe, reliable and reasonably priced natural gas service. W. Va. Code §24-2-1k(e).

ORDER

IT IS THEREFORE ORDERED that the Joint Stipulation attached to this Order as Appendix A is approved and adopted in full resolution of these cases.

IT IS FURTHER ORDERED that Segment 1 of the Expansion Project is approved as an IREP-eligible project.

IT IS FURTHER ORDERED that Mountaineer shall prepare and file, within fifteen days of the date of this Order, an original and six copies of its IREP tariff sheet, to be effective for all services rendered on and after January 1, 2017, reflecting the approved IREP rate component of each tariff schedule as set forth in Exhibit B to the Joint Stipulation.

IT IS FURTHER ORDERED that these proceedings be removed from the Commission docket of active cases on entry of this Order.

IT IS FURTHER ORDERED that the Executive Secretary of the Commission serve a copy of this Order by electronic service on all parties of record who have filed an e-service agreement, and by United States First Class Mail on all parties of record who have not filed an e-service agreement, and on Commission Staff by hand delivery.

A True Copy, Teste,

Ingrid Ferrell

Ingrid Ferrell
Executive Secretary

CLW/sk
151256cj.doc

APPENDIX A

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

CASE NO. 15-1256-G-390P
CASE NO. 16-0922-G-390P

MOUNTAINEER GAS COMPANY

Infrastructure Replacement and Expansion Program
Filing for 2017

JOINT STIPULATION AND AGREEMENT FOR SETTLEMENT

Pursuant to W. Va. Code § 24-1-9(f) and Procedural Rule 13(d), Mountaineer Gas Company ("Company"), the Staff of the Public Service Commission of West Virginia ("Staff"), the Consumer Advocate Division of the Commission ("CAD"), and the West Virginia Propane Gas Association ("WVPGA, and collectively, the "Parties") join in this Joint Stipulation and Agreement for Settlement ("Joint Stipulation").[1]

In this Joint Stipulation, the Parties propose a comprehensive settlement of the Company's pending application under W. Va. Code § 24-2-1k, *et seq.* ("SB390"). The Parties recommend that the Commission approve the Joint Stipulation without modification, thereby approving the Company's 2017 Infrastructure Replacement and Expansion Program ("IREP") and authorizing the implementation of the 2017 IREP Rate Component as set forth on Exhibit A to this Joint Stipulation.

[1] The West Virginia Energy Users Group ("WVEUG") has not joined in this Joint Stipulation but will not oppose the Commission's approval of it.

Introduction and Procedural History

1. In its 2015 regular session, the West Virginia Legislature enacted Senate Bill 390, codified at W. Va. Code §24-2-1k, that authorizes the Commission to approve expedited cost recovery of projects to replace, upgrade and expand natural gas utility infrastructure that are deemed just and reasonable and in the public interest. In an order dated December 23, 2015 in Case No. 15-1256-G-390P ("2016 IREP Case"), the Commission approved the Company's 2016 IREP.

2. On March 31, 2016, the Company filed a petition to reopen its 2016 IREP Case and amend its IREP ("Petition to Reopen") to include as an IREP-eligible project an expansion of facilities to extend and enhance service in the Eastern Panhandle ("Expansion Project").

3. On June 17, 2016, the Company notified the Commission in a Status Conference Memorandum that the timing for its requests for relief associated with its Petition to Reopen had changed and that consideration of the Expansion Project in the 2016 IREP Case docket was no longer necessary. The Company instead suggested that it could accelerate the filing of its 2017 IREP proceeding, which would include the Expansion Project.

4. On July 5, 2016, the Company filed for approval of its 2017 IREP, supported by pre-filed direct testimony and several exhibits. The Application included a request for consideration of the Expansion Project. On the same day, the Commission adopted a schedule to process the Petition to Reopen and the Company's new 2017 IREP Application in tandem.

5. CAD, WVEUG, and WVPGA filed Petitions to Intervene on July 6, 2016, August 2, 2016, and August 11, 2016, respectively.

6. In its August 22, 2016 Order, the Commission granted the CAD, WVEUG, and WVPGA Petitions to Intervene and required the Company to publish notice of the application and hearing.

7. The Parties filed the testimony of these witnesses:

Company: C. David Lokant, Thomas D. Westfall, Scott F. Klemm, and James I. Warren

CAD: Ralph C. Smith

Staff: Terry R. Eads, Eric F. deGruyter, and David L. Pauley

WVEUG: Lane Kollen

WVPGA: James F. Wilson and J. Randall Thompson

8. The Parties undertook an investigation of the Application and its attachments, and the CAD, Staff, and WVPGA filed data requests on the Company to clarify aspects of the filing. Based on their analyses and the Company's representations and commitments in this Stipulation, the Company, Staff, CAD, and WVPGA jointly recommend approval of the IREP, certain approvals associated with the Expansion Project, and implementation of the IREP Rate Component.

The Settlement Terms

9. The Parties agree and recommend that the Commission adopt the Joint Stipulation as the basis for its resolution of this case. The terms and conditions of the Joint

Stipulation, each of which is an essential and integral element of a fair and reasonable resolution in the public interest, are set forth below.

2017 IREP Investments and Surcharges

10. The Parties agree and recommend that the Commission approve the Company's forecasted IREP investments for the year 2017 as set forth on Exhibits 1, 2 and 3 of the Application.

11. SB390 provides that the recovery of the incremental cost of infrastructure programs is to be net of contributions to the recovery of those incremental costs provided by new customers served by the infrastructure program investments, if any. The Parties agree that the non-expansion infrastructure investments referenced in paragraph 10 are for the replacement and upgrade of existing distribution facilities and are not proposed for the purpose of expanding service to new customers. Accordingly, with the exception of paragraph 27 below, the Parties agree that there are no incremental revenues to credit against the 2017 infrastructure investments.

12. The IREP annual revenue requirement to be included in rates effective January 1, 2017 is $1,937,527, which is the sum of the 2016 IREP revenue component of $591,807 and the 2017 IREP component of $1,345,720. The Parties acknowledge and agree that with each subsequent base rate case filing, the revenue requirement for IREP assets included in the base rate test year assets will be recovered through base rates, and as of the effective date of new base rates arising from each general rate case, the IREP rate will be modified in order to prevent the simultaneous recognition of IREP eligible assets in both base rates and IREP rates.

13. For the purposes of this proceeding, the 2017 IREP annual revenue requirement as provided for in paragraph 12 is calculated using the Preferred Net Operating Loss ("NOL") Method proposed by the Company. The Company will claim bonus depreciation on all eligible plant additions for federal income tax purposes for tax years 2016, 2017, and 2018. The Parties agree that the Preferred NOL Method will be used for purposes of the IREP mechanism for the true-up of Mountaineer's 2016 and 2017 IREP rates, and in the projected IREP rates for 2018. Agreement to the use of this method is without prejudice to each Party's selection or recommendation of a different approach in the Company's future base rate cases or in the Company's cases other than as specified above. In its 2018 and 2019 IREP filings, the Company will present calculations that clearly show the impact on its NOL carry-forward and ADIT balances (1) with accelerated tax depreciation and (2) without accelerated tax depreciation. Accelerated tax depreciation includes the bonus tax depreciation to be claimed by the Company in each year.

14. For the 2016, 2017 and projected 2018 IREP periods, Deferred Income Tax Expense ("DITE") embedded in or associated with the Company's base rates shall not be treated as an offset (reduction) to IREP rate base. Agreement to this provision is without prejudice to each Party's selection or recommendation of a different approach in future Company base rate cases or in the Company's IREP cases effective with the 2019 IREP filing (made on or about August 1, 2018).

15. With each of its IREP filings, the Company will include information on its tax deductions for accelerated and bonus tax depreciation as well as its NOL position and

projections of its NOL carryforward position, including estimated future taxable income and the utilization of its NOL carryforwards.

Eastern Panhandle Expansion Project – Segment 1

16. The Parties agree and recommend that Segment 1 of the Company's Expansion Project, consisting of approximately 24 miles of distribution trunk line beginning in Morgan County, West Virginia and extending to Martinsburg West Virginia, should be deemed reasonable and not contrary to the public interest. The Parties further agree that Segment 1 will allow for the provision of adequate, efficient, safe, reliable and reasonably priced natural gas service.

17. The Parties acknowledge that the Company has not yet determined the exact location of the proposed pipeline such that environmental studies may be completed and rights-of-way and easements obtained. The actual cost of the construction of Segment 1 is unknown but is estimated to be $30 million. The Company may seek approval of the recovery of any amount exceeding the $30 million in the appropriate IREP proceeding but shall bear the burden of demonstrating the reasonableness and prudency of such costs; provided, that before seeking recovery of any such amount, Mountaineer shall have prepared an RFP and let out the project for publicly advertised competitive bids which must be tabulated and filed with the Commission within ten days of the bid opening; and in the event that Mountaineer does not accept the lowest bid from a qualified and responsible bidder, it shall have returned to the Commission for specific approval of any contract prior to executing the same.

18. The Parties agree and recommend that Segment 1 of the Expansion Project be approved for construction in 2018 as an IREP-eligible expansion project.

19. Cost recovery for Segment 1, if approved, will be incorporated in the IREP rates to be approved as part of the 2018 IREP plan and made effective on and after January 1, 2018.

20. For purposes of this proceeding only, and without prejudice to each Party's position on other projects in future IREP filings, the Parties agree and recommend that no certificate of public convenience and necessity pursuant to §24-2-11 of the WV Code should be required for Segment 1.

Eastern Panhandle Expansion Project – Segments 2 and 3

21. The Parties agree and recommend that Segments 2 and 3 of the Expansion Project, which include approximately 24.5 miles of proposed new distribution trunk line as part of the Company's five-year plan, not be approved for inclusion in the Company's approved five-year plan as IREP-eligible projects and not be approved for construction or rate recovery in this IREP proceeding.

22. Approval for all or individual portions of Segments 2 and 3, including associated IREP cost recovery, may be sought in future IREP filings. The Parties agree that if and when the Company elects to pursue approval of Segments 2 and/or 3, it must do so in a new annual IREP application proceeding rather than in a petition to reopen a prior IREP proceeding and such application shall not be filed prior to the filing of the 2019 IREP on or about August 1, 2018. Notwithstanding the foregoing, the Company shall not be precluded from seeking to reopen a prior IREP proceeding in those instances where a delay until the next annual IREP filing could jeopardize the State's ability to attract or retain a significant commercial or industrial customer. The Parties further agree and recommend that if and when Segment 2

and/or 3 are approved, a surcharge on customers served by these segments may be considered for cost recovery purposes.

Revenue Offsets

23. SB390 provides that the recovery of the incremental cost of the infrastructure programs is to be net of contributions to the recovery of those incremental costs provided by new customers served by the infrastructure program investments, if any. The Parties agree that the provision of service to new customers in Morgan, Berkeley, and Jefferson Counties will require utility investments pursuant to the Commission's Gas Rule 5.5 that are in addition to expansion-related SB390 investments. Accordingly, the Parties agree and recommend that except as provided in paragraph 27 below, any incremental revenues from new customers to be netted against the costs of the SB390 plan will be those revenues that are in excess of the amounts required to support the cost of the Gas Rule 5.5 investments.

24. In order to determine the incremental revenues to be used as an offset to the SB390 costs, for each new customer, other than as provided in paragraph 27 below, taking service in Morgan, Berkeley, and Jefferson Counties on and after January 1, 2018, the Company will track:

a. the total cost to extend and provide service to each customer or group of customers.

b. any customer-provided Contribution-in-Aid-of-Construction (CIAC).

c. the cost of any investments made by the Company pursuant to Gas Rule 5.5.1(b).

d. the cost of any investments made by the Company pursuant to Gas Rule 5.5.2(b)A.

e. the non-gas (base) revenues billed to the new customers.

25. To calculate the incremental revenues for use as an offset against the SB390 costs, during each SB390 reconciliation period the Company will first determine the revenue requirement required to support the local investments incurred pursuant to Gas Rule 5.5 to extend service to new customers. Revenue received in excess of the cost of local facilities, if any, will be deemed incremental revenues. Incremental revenue will be calculated as follows using the data specified in paragraph 24 above:

The 13-month Average of:

a.	the total costs to extend and provide service	¶24a.
	Less:	
b.	any customer-provided CIAC	¶24b.
c.	the cost of any investments pursuant to Rule 5.5.1(b)	¶24c.
d.	the cost of any investments pursuant to Rule 5.5.2(b)A.	¶24d.
e.	Subtotal of ¶¶24.a, 24.b, 24.c, and 24.d	
f.	Carrying cost determined in accordance with ¶26	
g.	Revenue Requirement (product of ¶25.e and ¶25.f)	
h.	Base Revenues from new customers	
i.	SB390 Incremental Revenue Offset (¶25.g less ¶25.h)	

In an SB390 reconciliation period, if the base revenue received from new customers (¶25.h) is insufficient to compensate the Company for the revenue requirement (¶25.g), the Company may carry that deficiency forward to the next reconciliation period.

26. The Carrying Charge rate to be used for determining incremental revenues during annual reconciliation periods shall be the Company's actual cost of capital calculated as shown in the example below, which reflects the projected 2017 cost of capital of 14.107%:

a. Cost of Capital[2]

Description	Capital Ratio	Cost of Capital	Weighted Cost of Capital	Tax Factor	Pre-Tax Cost of Capital
Long Term Debt	42.893%	7.745%	3.322%		3.322%
Short Term Debt	6.622%	2.250%	0.149%		0.149%
Equity	50.485%	9.750%	4.922%	1.6454	8.099%
Total	**100.00%**		**8.393%**		**11.570%**

b.	Rate of Return (Tax Adjusted)		11.570%
c.	Depreciation Allowance	+	1.840 %
d.	Property Tax Allowance[3]	+	-- %
e.	Subtotal		13.401 %
f.	B&O Tax Factor	x	1.052
g.	**Total**		**14.107 %**

27. Beginning on the date Segment 1 is placed into service, and regardless of the date service is first provided to the new Proctor & Gamble manufacturing plant at Tablor Station, 60% of the base revenues from this customer, net of any Gas Rule 5.5 costs to serve this customer, will be applied as an offset against SB390 cost.

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2 Based on Exhibit 7, Schedule E of the Application.

3 No allowance for the first two years.

Customer Service Lines

28. The Company's procedures in the Eastern Panhandle service territory provides customers with up to 300 feet of customer service line at no cost to the customer. In all of the Company's other service territory, customers are responsible for this cost. Effective on and after July 1, 2017, customers applying for service in the Eastern Panhandle will be responsible for the cost of the service lines. This change applies to both new and replacement service lines.

29. To facilitate the change described in paragraph 28, the Company shall provide advance notice of this change by means of both bill inserts and newspaper advertisements.

Purchased Gas Adjustment

30. The Parties agree that the cost of gas transportation arising from the Transportation Agreement between the Company and Columbia Gas Transmission (as described in paragraphs 9.d and 16 of the Application) will be included in the Company's annual PGA filings.

31. The Parties further agree that in the event customers opt for transportation service through the new delivery point, released capacity will be credited to the PGA cost.

Environmental Permitting

32. The Company will comply with all applicable laws and regulations regarding the construction, operation and maintenance of Segment 1. The Company will consult with and, where necessary, apply for and obtain approvals from, the U.S. Fish and Wildlife Service, the West Virginia Division of Natural Resources, the West Virginia Department of Environmental Protection, the West Virginia Division of Culture and History, the U.S. Army

Corps of Engineers, and the West Virginia Department of Transportation. The Company will maintain copies of all correspondence with those agencies related to Segment 1 and provide copies to the Parties on request. Further, the Company shall notify the Commission in the event any legal action is taken against the Company relating to the construction, operation and/or maintenance of Segment 1.

Other Settlement Terms

33. The Parties agree and recommend that the Commission find that the form and content of the Application, together with its exhibits and supporting testimony, are responsive to and fulfill the requirements of W. Va. Code § 24-2-1k(b) and (c).

34. The Parties agree and recommend that the Commission authorize the Company to implement the 2017 IREP Rate Component with a total 2017 calculated revenue increased amount of $1,937,527, using the amounts, calculation methods, and allocations to customer classes shown in Exhibit A to this Joint Stipulation, which is the customer class allocation determined in the last base rate case, No. 15-0003-G-42T.

35. The Parties agree and recommend that the Commission approve the First Revision to Tariff Form No. 79, substantially in the form attached as Exhibit B to this Joint Stipulation, to be effective for service rendered on and after January 1, 2017.

General Provisions

36. The Parties support this Joint Stipulation and represent that each of its provisions acceptably resolves all issues raised in this case. Based on the record, the Parties recommend that the Commission accept this Joint Stipulation in resolution of this case.

37. The Parties represent that the Parties' pre-filed evidence and exhibits, as well as the testimony to be offered in sponsorship of this Joint Stipulation, is adequate to support the Joint Stipulation. The Parties ask that the pre-filed testimony and exhibits be admitted into the evidentiary record without the necessity of each witness's sponsorship or attendance at hearing.

38. This Joint Stipulation results from a review of all evidence and filings in these cases, the Parties' analyses of the Application, exhibits, and testimony, the existing statutory and regulatory framework, and good faith negotiation. The Joint Stipulation is proposed to expedite and simplify the resolution of this case in the context of an overall settlement.

39. The Parties recommend that the Commission adopt this Joint Stipulation as being in the public interest, without adopting or recommending the adoption of any of the compromise positions set forth herein as ratemaking principles applicable to future regulatory proceedings, except as may otherwise be provided herein. Each component of the Joint Stipulation (including this paragraph) is integral to and inseparable from the others, and no Party advocates the Commission's resolution of any issue proposed in this Joint Stipulation other than in the context of its support for the Joint Stipulation as a whole.

40. This Joint Stipulation is subject to the Commission's acceptance and approval. It will be ineffective until and unless approved by the Commission in all of its material terms and without modification. If the Commission does not grant that approval, then the Parties reserve their rights to fully advocate their positions, unlimited by the terms of the Joint Stipulation.

WHEREFORE, the Parties respectfully recommend and request that the Commission make appropriate findings of fact and conclusions of law adopting and approving the Joint Stipulation in its entirety, including its attached exhibits.

Dated and effective on October 4, 2016.

MOUNTAINEER GAS COMPANY

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	Increase Per Case 15-0003-G-42T	Allocation Factor	Revenue Requirement	(Mcf or meters)		REF Rate (C)	Component (C)	Component (C)
Tariff Sales:								
RS	$ 5,714,778	0.741692	$ 998,108	15,003,973	(A)	$ 0.067	$ 0.028	$ 0.095
GS	$ 1,890,808	0.245398	$ 330,237	10,706,450	(A)	$ 0.031	$ 0.013	$ 0.044
GS/SPC	$ 223	0.000029	$ 39	1,260				
LGS	$ 34,432	0.004469	$ 6,014	174	(B)	$ 34.56	$ 14.550	$ 49.11
LGS/SPC	$ 9,378	0.001217	$ 1,638	129,439				
IS	$ 21,253	0.002758	$ 3,712	60	(B)	$ 61.87	$ 26.030	$ 87.90
IS/SPC	$ 720	0.000093	$ 126	30,027				
LIS	$ -	-	$ -	-		$ -		
LIS/SPC	$ -	-	$ -	73,000		$ -		
NGV (RS)				-				
WS	$ 33,466	0.004343	$ 5,845	338,374		$ 0.017	$ 0.007	$ 0.024
Transport Volumes:								
RS	$ -	-	$ -	-		$ 0.067		
GS	$ -	-	$ -	3,191,530		$ 0.031		
GS/SPC	$ -	-	$ -	1,032,427				
LGS	$ -	-	$ -	800,819		$ 34.56		
LGS/SPC	$ -	-	$ -	4,385,620				
IS	$ -	-	$ -	1,878,861		$ 61.87		
IS/SPC	$ -	-	$ -	7,296,792				
LIS/SPC	$ -	-	$ -	3,487,161				
WS/SPC/NGV	$ -	-	$ -	20,400				
	$ 7,705,058	1.0000000	$ 1,345,720	48,376,367				

(A) - Includes transport volumes

(B) - Represents number of customers (i.e., meters) in customer class (transport customers)

(C) - All rates are volumetric except for LGS and IS customer classes

Exhibit A

Mountaineer Gas Company
Charleston, West Virginia

1st Revision of Sheet No. 79
Canceling
Original Sheet No. 79
P.S.C. W. Va. No. 2

SERVICE CLASSIFICATION
Infrastructure Replacement and Expansion Program (IREP)

IREP Rate Schedule

Applicability
An Infrastructure Replacement and Expansion Program Plan (IREP) rate will be applied to customers' bills after January 1, 2016 under the applicable tariff schedule as set forth in the rate schedule shown below.

Billing
Effective for service rendered on and after January 1, 2017, the IREP rate will be billed as a component of the volumetric base rate for tariff sales customers and transport customers for each rate schedule as set forth below: (C)

Rate Schedule	IREP Rate per Mcf	
RS	$ 0.095	(I)
GS	$ 0.044	(I)
WS	$ 0.024	(I)
NGV	$ 0.095	(I)

Effective for service rendered on and after January 1, 2016, the IREP rate will be billed as a component of the customer charge for tariff sales customers and transport customers for each rate schedule as set forth below:

Rate Schedule	Monthly Charge	
LGS	$ 49.11	(I)
IS	$ 87.90	(I)

Local Tax Surcharge
The above rates are subject to the local tax surcharge as set forth on Sheet Nos. 40, 41, 42, and 43.

(C) Denotes Change
(I) Denotes Increase

Issued by Authority of an Order
Of the Public Service Commission of West Virginia
In Case No. 15-1256-G-390P and 16-0922-G-390P
Dated _____

Issued: _____

Effective: January 1, 2017

Issued by:
Tom M. Taylor
President

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

CASE NO. 15-1256-G-390P
CASE NO. 16-0922-G-390P

MOUNTAINEER GAS COMPANY

Infrastructure Replacement and Expansion Program
Filings for 2016 and 2017

CERTIFICATE OF SERVICE

I certify service of Joint Stipulation and Agreement for Settlement on October 4, 2016, by United States First Class Mail, postage prepaid, as addressed:

Jacqueline Lake Roberts, Esq.
Tom White, Esq.
Consumer Advocate Division
700 Union Building
723 Kanawha Blvd., East
Charleston, WV 25301
Consumer Advocate Division

Linda S. Bouvette, Esq.
Public Service Commission of WV
P. O. Box 812
Charleston, WV 25323
Commission Staff

Robert R. Rodecker, Esq.
John R. McGhee, Esq.
Kay Casto & Chaney PLLC
P. O. Box 2031
Charleston, WV 25327
West Virginia Propane Gas Association

Susan J. Riggs, Esq.
Lee F. Feinberg, Esq.
Spilman Thomas & Battle
P. O. Box 273
Charleston, WV 25321-0273
and
Barry A. Naum, Esq.
Derrick P. Williamson, Esq.
Spilman Thomas & Battle PLLC
1100 Bent Creek Blvd., Suite 101
Mechanicsburg, PA 17050
West Virginia Energy Users Group

Nicklaus A. Presley

EXHIBIT B

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1.

(Fee Book #371)

THIS DEED, made and entered into this 1st day of August, 1978, by and between PAUL F. KESECKER, JULIA V. KESECKER, LEO V. KESECKER and NANCY J. KESECKER, his wife, in her marital capacity, and M. DEAN KESECKER and PATRICIA A. KESECKER, his wife, in her marital capacity, Grantors and parties of the first part, and CROSSROADS CANNING COMPANY, INC., a West Virginia corporation, Grantee and party of the second part.

WITNESSETH; That for and in consideration of the sum of TEN DOLLARS ($10.00) cash in hand paid, receipt of which is hereby acknowledged, and other good and valuable considerations, receipt of which is also hereby acknowledged, said parties of the first part do hereby grant, bargain, sell and convey unto the party of the second part, with covenants of general warranty and against all liens and encumbrances, the following described real estate, together with all rights, improvements, privileges, rights-of-way and appurtenances thereunto belonging, or in anywise appertaining being described as follows:

PARCEL ONE: That certain parcel of real estate with improvements thereon and appurtenances thereunto belonging situate in Allen District, Morgan County, West Virginia, containing 102.37 acres, more or less. And being the same real estate as was conveyed unto Paul Kesecker, Julia Kesecker, Leo Kesecker, Maurice Kesecker or to the survivor, from William C. Grove by deed dated April 29, 1958, of record in the Office of the Clerk of the County Court of Morgan County, West Virginia, in Deed Book 62, at page 396, and by Deed of Correction dated May 22, 1959, of record in the aforesaid Clerk's Office in Deed Book 63, at page 544, to which deed reference is made for a more particular description of the said real estate.

Subject to all rights-of-way, easements and restrictions of record.

PARCEL TWO: That certain parcel of real estate with improvements thereon and appurtenances and easements thereunto belonging, situate in Allen District, Morgan County, West Virginia, containing 112.5 acres, more or less. And being the same real estate as was conveyed unto Paul Kesecker, Julia Kesecker, Leo Kesecker, Maurice Kesecker or to the survivor, from Elvie Ambrose, et ux., by Deed dated August 15, 1958, of record in the Office of the aforesaid Clerk in Deed Book 63, at page 302, to which deed reference is had for a more particular description of the said real estate.

Subject to all rights-of-way, easements and restrictions of record.

Delivered 9/1/78 Hoy Shingleton

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PARCEL THREE: That certain parcel of real estate with improvements thereon and appurtenances and easements thereunto belonging, situate in Allen District, Morgan County, West Virginia, containing 95.17 acres, more or less. And being the same real estate as was conveyed unto Maurice Kesecker, Leo Kesecker, Julia Kesecker, Paul F. Kesecker, or to the survivor, from Emma Hoyle, Widow, by deed dated June 29, 1961, of record in the aforesaid Clerk's Office in Deed Book 66, at page 396, to which deed reference is made for a more particular description of the said real estate.

Subject to all rights-of-way, easements and restrictions of record.

PARCEL FOUR: That certain parcel of real estate with improvements thereon and appurtenances and easements thereunto belonging, situate in Allen District, Morgan County, West Virginia, containing 182.5 acres, more or less. And being the same real estate, which then consisted of three tracts containing 42.5 acres, 40.75 acres and 99.25 acres, respectively and as were conveyed unto Paul F. Kesecker, Julia Kesecker, Leo Kesecker and M. Dean Kesecker, or to the survivor, from Ida Lee Clark, et vir., by deed dated August 26, 1963, of record in the aforesaid Clerk's Office in Deed Book 69, at Page 460, to which deed reference is made for a more particular description of the said real estate.

Subject to all rights-of-way, easements and restrictions of record.

PARCEL FIVE: That certain parcel of real estate with improvements thereon and appurtenances and easements thereunto belonging, situate in Allen District, Morgan County, West Virginia, containing 1.83 acres, more or less. And being the same real estate as was conveyed unto Paul Kesecker, Julia Kesecker, Deanie Kesecker and Leo Kesecker, or to the survivor, from Herbert W. Grove, et ux., by deed dated September 23, 1963, of record in the aforesaid Clerk's Office in Deed Book 69, at page 230, to which deed reference is made for a more particular description of the said real estate.

Subject to all rights-of-way, easements and restrictions of record.

WITNESS the following signatures and seals:

Paul F. Kesecker (SEAL)
Paul F. Kesecker

Julia V. Kesecker (SEAL)
Julia V. Kesecker

Leo V. Kesecker (SEAL)
Leo V. Kesecker

Nancy J. Kesecker (SEAL)
Nancy J. Kesecker

M. Dean Kesecker (SEAL)
M. Dean Kesecker

Patricia A. Kesecker (SEAL)
Patricia A. Kesecker

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STATE OF WEST VIRGINIA,
COUNTY OF Berkeley, to-wit:

I, Diane K Taitt, a Notary Public in and for the County and State aforesaid, do hereby certify that Paul F. Kesecker, Julia V. Kesecker, Leo V. Kesecker, Nancy J. Kesecker, M. Dean Kesecker and Patricia A. Kesecker, whose names are signed to the writing hereto annexed, bearing date the 1st day of August, 1978, have acknowledged the same before me in my said jurisdiction. Given under my hand this 1st day of August, 1978. My commission expires: Aug 21, 1987.

Diane K Taitt
Notary Public

DECLARATION OF CONSIDERATION OR VALUE

Under penalties of fine and imprisonment as provided by law, the undersigned hereby declares that the transfer involved in the document to which this declaration is appended is not subject to the State excise tax upon the privilege of transferring real estate for the reason that the transfer has been made pursuant to the incorporation of the family business and the Grantors are shareholders in the grantee corporation.

Michael E. Caryl
Address 206 W. Burke St.
Martinsburg, W. Va.

Prepared by:
Michael E. Caryl
Attorney at Law
206 West Burke Street
Martinsburg, W. Va. 25401

STATE OF WEST VA., COUNTY OF MORGAN } ss.
Aug. 17, 1978 This Deed of Bargain and sale,
Dated Aug. 1, 1978 from Paul F. Kesecker et al to Crossroads Canning Co., Inc.
for Real Estate was produced in this office and admitted to record at 4:02P. M
Test
CLERK
COUNTY COURT, MORGAN CO., W. VA.

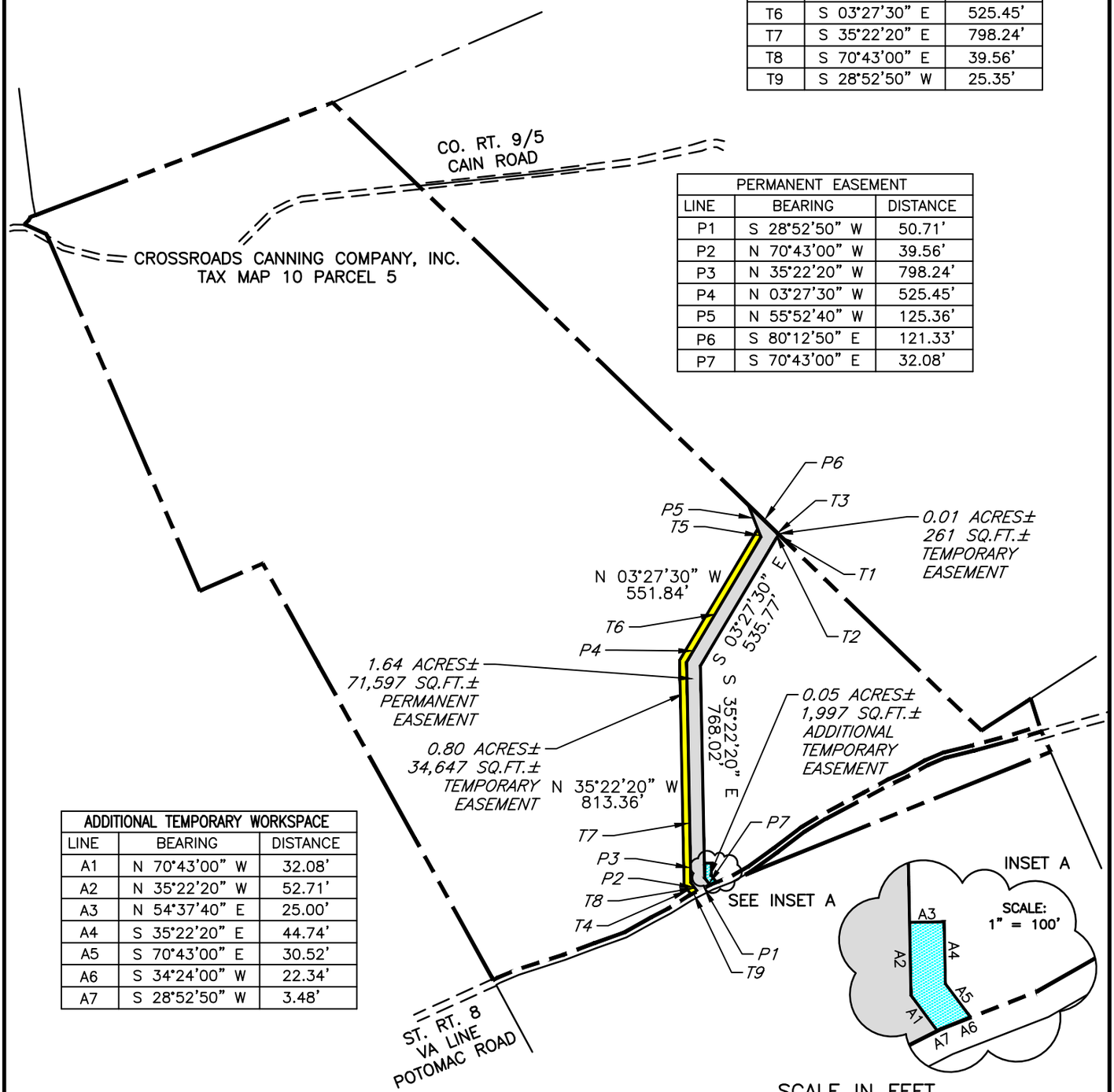
EXHIBIT C

NORTH

TEMPORARY WORKSPACE		
LINE	BEARING	DISTANCE
T1	S 03°27'30" E	16.69'
T2	N 55°52'40" W	39.42'
T3	S 80°12'50" E	32.09'
T4	N 70°43'00" W	43.30'
T5	S 55°52'40" E	31.55'
T6	S 03°27'30" E	525.45'
T7	S 35°22'20" E	798.24'
T8	S 70°43'00" E	39.56'
T9	S 28°52'50" W	25.35'

PERMANENT EASEMENT		
LINE	BEARING	DISTANCE
P1	S 28°52'50" W	50.71'
P2	N 70°43'00" W	39.56'
P3	N 35°22'20" W	798.24'
P4	N 03°27'30" W	525.45'
P5	N 55°52'40" W	125.36'
P6	S 80°12'50" E	121.33'
P7	S 70°43'00" E	32.08'

ADDITIONAL TEMPORARY WORKSPACE		
LINE	BEARING	DISTANCE
A1	N 70°43'00" W	32.08'
A2	N 35°22'20" W	52.71'
A3	N 54°37'40" E	25.00'
A4	S 35°22'20" E	44.74'
A5	S 70°43'00" E	30.52'
A6	S 34°24'00" W	22.34'
A7	S 28°52'50" W	3.48'



SCALE IN FEET

0 500' 1000'

LEGEND

- PROPERTY BOUNDARY
- ADJOINER BOUNDARY
- TEMPORARY WORKSPACE
- PERMANENT EASEMENT
- ADDITIONAL TEMPORARY WORKSPACE

GENERAL NOTES

1. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY AND IS INTENDED FOR GAS LINE UTILITY RIGHT OF WAY PURPOSES ONLY.
2. THE BOUNDARY INFORMATION SHOWN HEREON IS APPROXIMATE AND IS BASED UPON AVAILABLE TAX MAPS AND INFORMATION OF RECORD.
3. PROPERTY SHOWN HEREON IS SUBJECT TO ALL COVENANTS, EASEMENTS AND RESTRICTIONS OF RECORD. CEC HAS NOT BEEN PROVIDED A CURRENT TITLE REPORT AND THUS CANNOT STATE TO THE EXISTENCE OF ANY COVENANTS, EASEMENTS OR RESTRICTIONS.

Civil & Environmental Consultants, Inc.
600 Marketplace Ave · Suite 200 · Bridgeport, WV 26330
Ph: 304.933.3119 · Fax: 304.933.3327
www.cecinc.com

MOUNTAINEER GAS COMPANY
PROPOSED PIPELINE EASEMENT ACROSS CROSSROADS CANNING COMPANY, INC.

Situate In

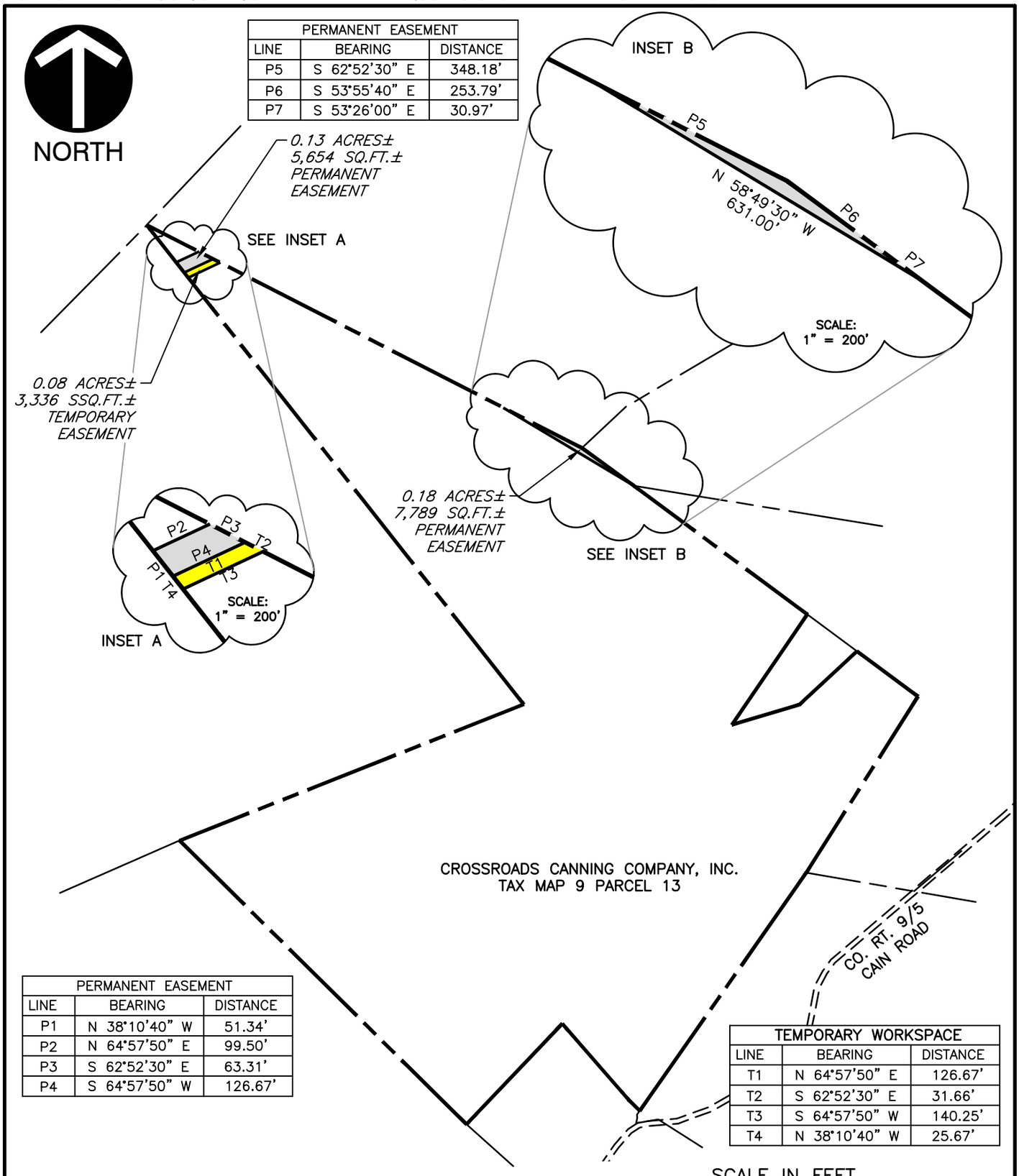
ALLEN DISTRICT
MORGAN COUNTY, WV

Made For

MOUNTAINEER GAS COMPANY
TAX MAP 10
PARCEL 5

DATE:	APRIL, 2017	SCALE:	1"=500'	EXHIBIT:	1
DRAWN BY:	K.E.S.	CHECKED BY:	DRAFT		
PROJECT NO:	161-286	APPROVED BY:	DRAFT	SHEET	1 OF 1

EXHIBIT D



PERMANENT EASEMENT		
LINE	BEARING	DISTANCE
P5	S 62°52'30" E	348.18'
P6	S 53°55'40" E	253.79'
P7	S 53°26'00" E	30.97'

PERMANENT EASEMENT		
LINE	BEARING	DISTANCE
P1	N 38°10'40" W	51.34'
P2	N 64°57'50" E	99.50'
P3	S 62°52'30" E	63.31'
P4	S 64°57'50" W	126.67'

TEMPORARY WORKSPACE		
LINE	BEARING	DISTANCE
T1	N 64°57'50" E	126.67'
T2	S 62°52'30" E	31.66'
T3	S 64°57'50" W	140.25'
T4	N 38°10'40" W	25.67'

LEGEND

- PROPERTY BOUNDARY
- ADJOINER BOUNDARY
- TEMPORARY WORKSPACE
- PERMANENT EASEMENT

SCALE IN FEET

0 500' 1000'

GENERAL NOTES

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PROPOSED PIPELINE EASEMENT ACROSS CROSSROADS CANNING COMPANY, INC.

Situate In

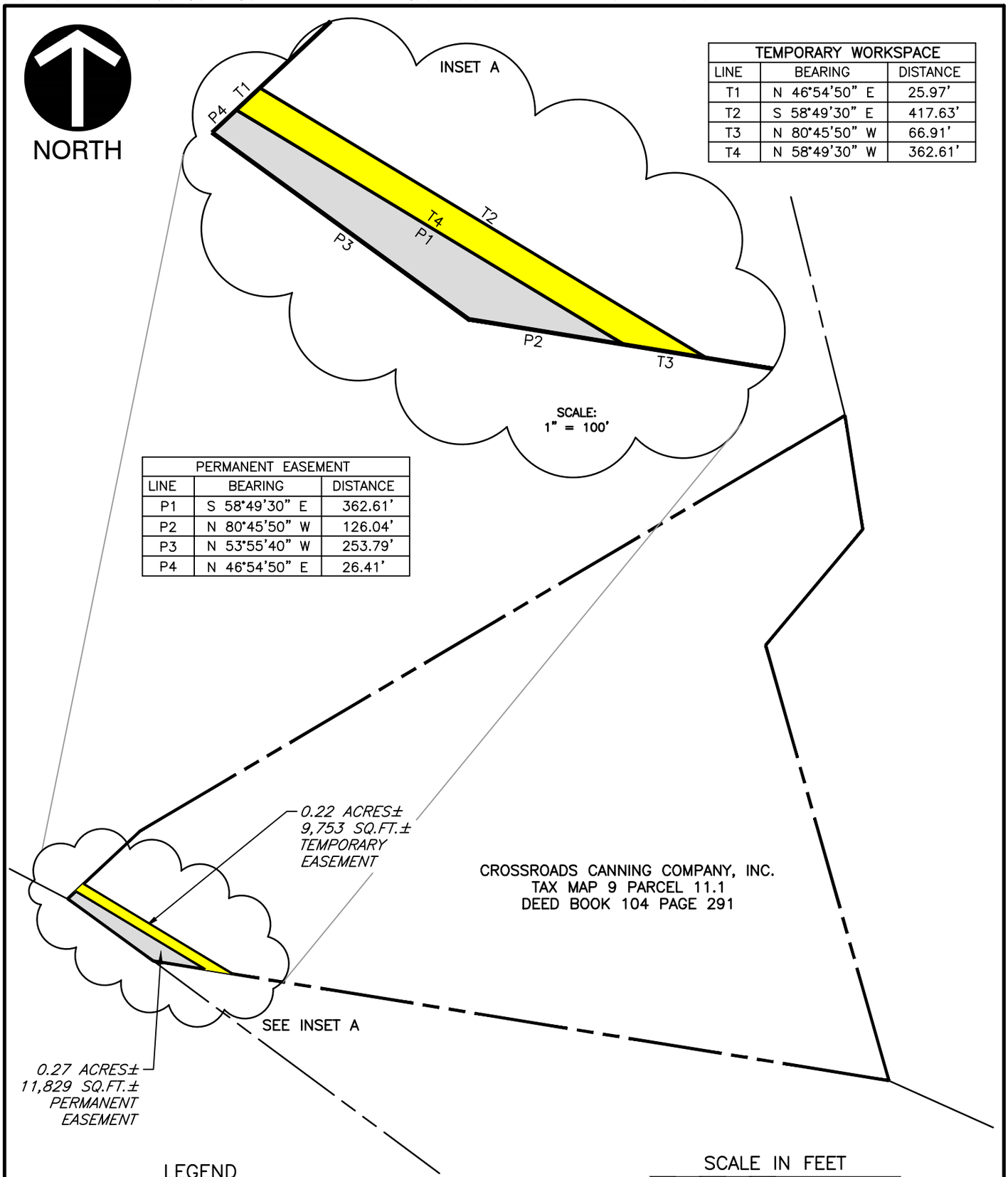
ALLEN DISTRICT
MORGAN COUNTY, WV

Made For

MOUNTAINEER GAS COMPANY
TAX MAP 9
PARCEL 13

DATE:	APRIL, 2017	SCALE:	1"=500'	EXHIBIT:	1
DRAWN BY:	K.E.S.	CHECKED BY:	DRAFT		
PROJECT NO:	161-286	APPROVED BY:	DRAFT	SHEET	1 OF 1

EXHIBIT E



TEMPORARY WORKSPACE		
LINE	BEARING	DISTANCE
T1	N 46°54'50" E	25.97'
T2	S 58°49'30" E	417.63'
T3	N 80°45'50" W	66.91'
T4	N 58°49'30" W	362.61'

PERMANENT EASEMENT		
LINE	BEARING	DISTANCE
P1	S 58°49'30" E	362.61'
P2	N 80°45'50" W	126.04'
P3	N 53°55'40" W	253.79'
P4	N 46°54'50" E	26.41'

LEGEND

- PROPERTY BOUNDARY
- ADJOINER BOUNDARY
- TEMPORARY WORKSPACE
- PERMANENT EASEMENT

SCALE IN FEET

0 300' 600'

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MOUNTAINEER GAS COMPANY
PROPOSED PIPELINE EASEMENT ACROSS CROSSROADS CANNING COMPANY, INC.

Situate In

ALLEN DISTRICT
MORGAN COUNTY, WV

Made For

MOUNTAINEER GAS COMPANY
TAX MAP 9
PARCEL 11.1

DATE:	APRIL, 2017	SCALE:	1"=300'
DRAWN BY:	K.E.S.	CHECKED BY:	DRAFT
PROJECT NO:	161-286	APPROVED BY:	DRAFT

EXHIBIT: 1

SHEET 1 OF 1

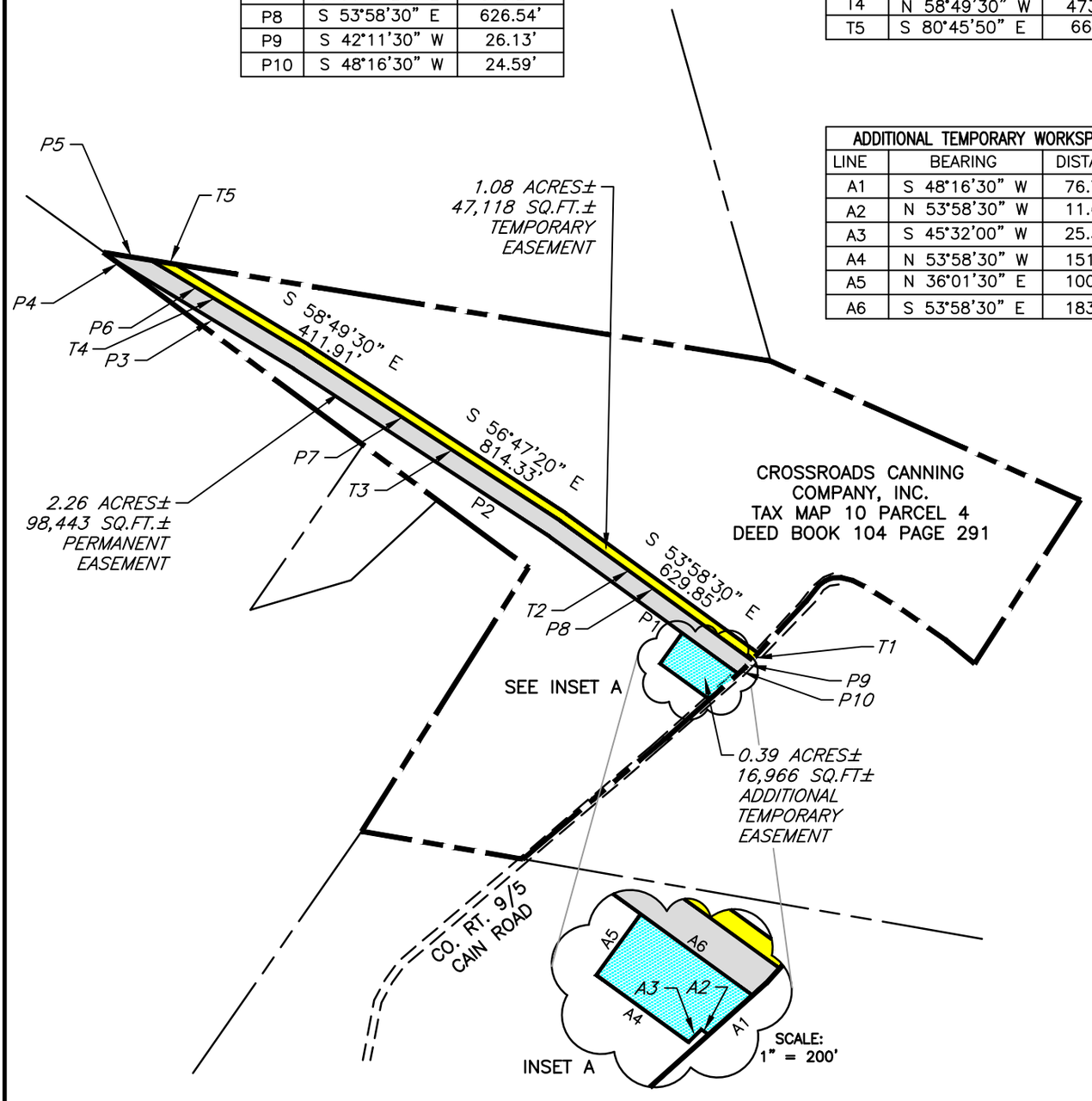
EXHIBIT F

NORTH

PERMANENT EASEMENT		
LINE	BEARING	DISTANCE
P1	N 53°58'30" W	617.29'
P2	N 56°47'20" W	811.16'
P3	N 58°49'30" W	558.73'
P4	N 53°26'00" W	30.97'
P5	S 80°45'50" E	126.04'
P6	S 58°49'30" E	473.53'
P7	S 56°47'20" E	813.27'
P8	S 53°58'30" E	626.54'
P9	S 42°11'30" W	26.13'
P10	S 48°16'30" W	24.59'

TEMPORARY WORKSPACE		
LINE	BEARING	DISTANCE
T1	S 42°11'30" W	25.15'
T2	N 53°58'30" W	626.54'
T3	N 56°47'20" W	813.27'
T4	N 58°49'30" W	473.53'
T5	S 80°45'50" E	66.91'

ADDITIONAL TEMPORARY WORKSPACE		
LINE	BEARING	DISTANCE
A1	S 48°16'30" W	76.75'
A2	N 53°58'30" W	11.67'
A3	S 45°32'00" W	25.35'
A4	N 53°58'30" W	151.14'
A5	N 36°01'30" E	100.00'
A6	S 53°58'30" E	183.28'



LEGEND

- PROPERTY BOUNDARY
- ADJOINER BOUNDARY
- TEMPORARY WORKSPACE
- PERMANENT EASEMENT
- ADDITIONAL TEMPORARY WORKSPACE

SCALE IN FEET

0 400' 800'

GENERAL NOTES

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MOUNTAINEER GAS COMPANY
PROPOSED PIPELINE EASEMENT ACROSS CROSSROADS CANNING COMPANY, INC.

Situate In

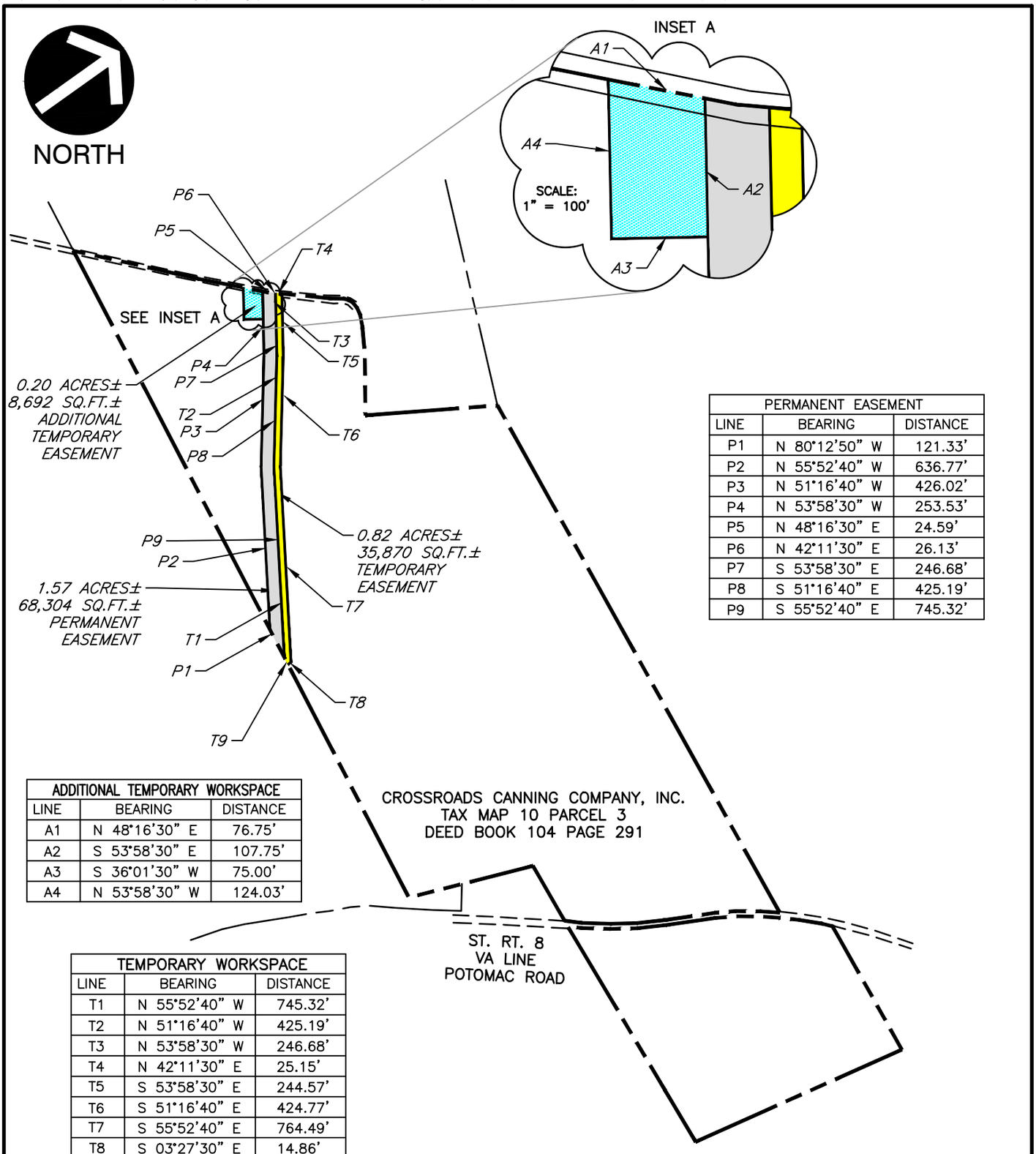
ALLEN DISTRICT
MORGAN COUNTY, WV

Made For

MOUNTAINEER GAS COMPANY
TAX MAP 10
PARCEL 4

DATE:	APRIL, 2017	SCALE:	1"=400'	EXHIBIT:	1
DRAWN BY:	K.E.S.	CHECKED BY:	DRAFT		
PROJECT NO:	161-286	APPROVED BY:	DRAFT	SHEET	1 OF 1

EXHIBIT G



PERMANENT EASEMENT		
LINE	BEARING	DISTANCE
P1	N 80°12'50" W	121.33'
P2	N 55°52'40" W	636.77'
P3	N 51°16'40" W	426.02'
P4	N 53°58'30" W	253.53'
P5	N 48°16'30" E	24.59'
P6	N 42°11'30" E	26.13'
P7	S 53°58'30" E	246.68'
P8	S 51°16'40" E	425.19'
P9	S 55°52'40" E	745.32'

ADDITIONAL TEMPORARY WORKSPACE		
LINE	BEARING	DISTANCE
A1	N 48°16'30" E	76.75'
A2	S 53°58'30" E	107.75'
A3	S 36°01'30" W	75.00'
A4	N 53°58'30" W	124.03'

TEMPORARY WORKSPACE		
LINE	BEARING	DISTANCE
T1	N 55°52'40" W	745.32'
T2	N 51°16'40" W	425.19'
T3	N 53°58'30" W	246.68'
T4	N 42°11'30" E	25.15'
T5	S 53°58'30" E	244.57'
T6	S 51°16'40" E	424.77'
T7	S 55°52'40" E	764.49'
T8	S 03°27'30" E	14.86'
T9	N 80°12'50" W	32.09'

LEGEND

- PROPERTY BOUNDARY
- ADJOINER BOUNDARY
- TEMPORARY WORKSPACE
- PERMANENT EASEMENT
- ADDITIONAL TEMPORARY WORKSPACE

SCALE IN FEET

0 500' 1000'

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Situate In

ALLEN DISTRICT
MORGAN COUNTY, WV

Made For

MOUNTAINEER GAS COMPANY
TAX MAP 10
PARCEL 3

DATE:	APRIL, 2017	SCALE:	1"=500'	EXHIBIT: 1
DRAWN BY:	K.E.S.	CHECKED BY:	DRAFT	
PROJECT NO:	161-286	APPROVED BY:	DRAFT	SHEET 1 OF 1