Exhibit A

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In re

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Commission Investigation of the Gas Pipeline System of Cascade Natural Gas Corporation DOCKET PG-150120 STIPULATED AGREEMENT

I. NATURE OF AGREEMENT

This Stipulated Agreement (Agreement) is entered into between Cascade Natural Gas Corporation ("Cascade" or "Company") and Staff of the Washington Utilities and Transportation Commission ("Commission Staff" or "Staff") (collectively, "the Parties") for the purpose of resolving issues resulting from natural gas inspections conducted on the Company's high pressure pipelines located in the following areas: Longview District, Bellingham District and Kennewick District.

This Agreement is subject to review and disposition by the Washington Utilities and Transportation Commission ("Commission"), and it is not effective until approved by the Commission.

The Parties understand that the process for approval is at the discretion of the Commission. However, the Parties believe the Commission may approve this Agreement by Order consistent with the conditions stated herein by taking action at an open public meeting, if the Commission desires to do so. The Parties recommend that procedure to the Commission.

II. BACKGROUND

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Cascade owns and operates a natural gas distribution system in Washington State. In this docket, Commission Staff conducted a series of Standard Natural Gas Pipeline Inspections of Cascade's pipeline facilities in the Longview District, Bellingham District and Kennewick District. The inspections included a review of Cascade's records, policies and procedures, and pipeline facilities. The inspections took place between the months of March through October 2013.

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During four independent inspections conducted on March 28, 2013, May 16, 2013 and October 7, 2013, Commission Staff requested from Cascade additional documentation on four randomly selected high pressure pipelines. Staff requested this documentation in order to confirm the selected pipelines' maximum allowable operating pressure (MAOP). In all four cases, the documentation provided Staff was missing some form of essential data necessary for Staff to judge whether the MAOP of the pipelines could be validated.

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Given the above information, Commission Staff then requested from Cascade a list of all high pressure pipelines in its Washington service territory where some form of essential data necessary to confirm the pipeline's MAOP was missing. Cascade provided such a list on September 27, 2013. Staff reviewed the newly provided information and believed that further information would be necessary to clarify the information provided.

III. AGREEMENT

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Consistent with the above-stated facts, Commission Staff and Cascade have agreed to a systematic process designed to provide Staff certain detailed information regarding Cascade's high pressure pipeline system. Staff and Cascade seek Commission approval of

the Parties' proposed treatment of the matters set forth herein. To that end, the Parties agree and stipulate as follows:

- 1. Cascade will submit to the Commission a written plan that Cascade intends to implement for the purpose of determining the MAOP of all its high pressure pipelines in Washington for which there is insufficient documentation to confirm the current MAOP. The plan shall be submitted to the Commission within six months from the approval of this Agreement and should include:
 - A summary of all high pressure systems with data currently insufficient to demonstrate and confirm the MAOP of such systems. The Parties agree that for purposes of this Agreement, high pressure shall be defined as any system greater than 60 psig.
 - ii. For pre-code pipe with unknown characteristics, written documentation describing the basis or bases by which the Company has determined said pipe's current MAOP.
 - iii. Any such process or processes the Company uses to validate data to calculate hoop stress for unknown pipe, including but not limited to, pipe grade, diameter and wall thickness. Such process or processes must conform to the requirements set forth in 49 CFR 192.107. Any new or innovative processes for validating pipe characteristics shall be submitted to the Commission for review.
 - iv. For the high pressure pipelines identified pursuant to section i. above, the following information:
 - 1. Percentage of Specified Minimum Yield Strength (%SMYS);

- 2. Test pressure;
- 3. Installation year
- 4. Critical missing information; and,
- 5. An action plan for each pipeline segment set forth in a tabular format.
- v. Rationale describing the prioritization of the action plan referenced in section iv, above.
- vi. A process for identifying when immediate corrective actions will be required
- vii. Time frames for completion of the action plan for each pipeline segment referenced in section iv, above. The Company shall also provide a justification for the established times frames for each line segment.
- 2. Until a pipe's characteristics can be verified, Cascade will assume the most stringent criteria for unknown pipe characteristics, as described in 49 CFR 192. 107 & 109. If said stringent criteria puts the line over 20% Specified Minimum Yield Strength ("SMYS"), the line shall immediately be incorporated into Cascade's transmission integrity management program. For said pipe, the Company shall perform a threat evaluation, and incorporate the pipe into its risk and pipe assessments.
- The baseline assessment for all high pressure lines moving into transmission status shall be completed within three years from the date this Agreement is approved.
- 4. If at any time Cascade decides to accept the most stringent criteria as the final resolution for a particular line segment, then it must submit an amended plan reflecting this change to the Commission for approval.

- 5. If assumptions for unknown pipe characteristics as described in 49 CFR 192.107
 & 109 result in a hoop stress of 20% SMYS or greater, that pipeline will be leak
 surveyed two (2) times per calendar year.
- 6. Pre -1970 pipe calculated at over 30% SMYS will undergo a 20% pressure reduction if the seam type is unknown.
- 7. Cascade will submit an annual status report on its progress in implementing the plan with appropriate updates to project summary tables.
- 8. If an amendment to the plan is necessary, Cascade will submit the proposed amended plan to Staff for review at least ninety (90) days prior to the time Cascade submits the amended plan to the Commission for formal approval.

IV. GENERAL PROVISIONS

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Nothing in this Agreement affects the ability of the Commission Staff to seek a complaint for penalties or other appropriate relief, if gas pipeline safety rule violations are found in subsequent inspections by Commission Staff of the Company's gas distribution system, policies and procedures. However, so long as Cascade performs the actions set forth in Section III of this Agreement, Commission Staff does not intend to utilize the information provided by Cascade in compliance with this Agreement, including but not limited to Cascade's submission of a written action plan and Cascade's implementation of said plan, to generate enforcement actions or to recommend that the Commission take enforcement actions. Nothing in this Agreement prevents or places any conditions upon the Company from contesting any such Commission enforcement action, if any is initiated.

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This is the entire agreement of the Parties. The Agreement supersedes all prior oral and written agreements on issues addressed herein. It may not be cited as precedent in any proceeding other than a proceeding to enforce the terms of this Agreement.

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This Agreement is considered executed when all Parties sign the Agreement. A designated and authorized representative may sign the Agreement on a party's behalf. The Parties may execute this Agreement in counterparts. If the Agreement is executed in counterparts, all counterparts shall constitute one agreement. An Agreement signed in counterpart and sent by facsimile is as effective as an original document. A faxed signature page containing the signature of a party is acceptable as an original signature page signed by that party. Each Party shall indicate the date of its signature on the Agreement. The date of execution of the Agreement will be the latest date indicated on the signatures.

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Upon execution, Commission Staff will make reasonable efforts to have the matter placed on the Commission's open meeting agenda within a short period following the execution of this Agreement. If this matter is not handled at a Commission open public meeting, the Parties agree to support the Agreement during the course of whatever procedures the Commission determines are appropriate.

For Commission Staff:

For Cascade Natural Gas Company:

David Lykken

Director, Pipeline Safety Washington Utilities and

Transportation Commission

Eric Martuscelli

Vice President of Operations Cascade Natural Gas Company

Date signed: 2/2/15

Date signed: 1-30-15