

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

Missouri Propane Gas Association,)	
)	
Complainant,)	
)	
v.)	Case No. GC-2016-0083
)	
Summit Natural Gas of Missouri, Inc.,)	
)	
Respondent.)	

NONUNANIMOUS STIPULATION AND AGREEMENT

COME NOW Summit Natural Gas of Missouri, Inc. (“Summit”) and the Missouri Propane Gas Association (“MPGA”), by and through their respective counsel, and for their Nonunanimous Stipulation and Agreement (“Stipulation”), respectfully state as follows to the Missouri Public Service Commission (“Commission”):

AGREEMENTS

1. CONVERSION OF APPLIANCES

Summit will only convert a propane appliance to a natural gas appliance if the manufacturer makes available a conversion kit for that purpose, directly or through an authorized dealer or distributor.

2. TARIFF FILING

Within five days of the effective date of a Commission order approving this Stipulation, Summit shall file with the Commission revised tariff sheets substantially similar to the exemplar tariff sheets attached to this Stipulation as Attachment 1. MPGA supports the revised tariff sheets and agrees to take any actions reasonably necessary to support their approval by the Commission.

3. COMPLAINT DISMISSED

Within five days of the effective date of a Commission order approving this Stipulation, MPGA agrees to dismiss, with prejudice, its Complaint filed in Case No. GC-2016-0083 on October 2, 2015, as amended October 30, 2015.

4. ALL ACTIONS SUSPENDED

In the time between the filing of this Stipulation and the date the Commission order approving this Stipulation becomes final and non-appealable, Summit and MPGA agree to take all actions reasonably necessary to support the approval of this Stipulation by the Commission and further agree to take no actions inconsistent with the goal of resolving this case according to the terms of this Stipulation.

5. WAIVER AND RELEASE

This Stipulation resolves all claims that MPGA has asserted or could have asserted arising out of Summit's appliance conversion practices or activities prior to the date of this Stipulation ("Claims"). MPGA releases Summit from any liability on the Claims, waives all rights to commence or participate as a party in any action, at the Commission or in any court, asserting such Claims, and affirms that it has filed no such action other than the action in Commission Case No. GC-2016-0083.

6. PRIOR AGREEMENT SUPERSEDED

The signatories to this Stipulation (each, a "Signatory" and together, the "Signatories") are identical to those of the Partial Stipulation and Agreement as to Dual Fuel and Conversion of Appliances entered into in Case No. GR-2014-0086 (the "Prior Agreement"), and it is their explicit intent that the stipulations and agreements regarding the conversion of appliances in this Stipulation shall supersede the stipulations and agreements regarding the conversion of appliances in the Prior Agreement.

7. NO ADMISSION OF LIABILITY

The Signatories enter into this Stipulation to avoid the costs and uncertainty of further litigation and to settle disputed claims. Summit's entry into this Stipulation is not to be construed as an admission of liability of those claims, and Summit denies any such liability.

8. NON-SIGNATORY PARTIES DO NOT OPPOSE STIPULATION

The Signatories have been authorized to represent that the Staff of the Commission and the Office of the Public Counsel, who have not signed this Stipulation and who are the only non-signatory parties to this case, do not oppose Commission approval of this Stipulation.

GENERAL PROVISIONS

9. This Stipulation is being entered into solely for the purpose of settling the issues in this case.

10. This Stipulation is a negotiated settlement. Except as specified herein, the Signatories shall not be prejudiced, bound by, or in any way affected by the terms of this Stipulation: (a) in any future proceeding; (b) in any proceeding currently pending under a separate docket; and/or (c) in this proceeding should the Commission decide not to approve this Stipulation, or in any way condition its approval of same.

11. This Stipulation has resulted from extensive negotiations between the Signatories, and the terms of this Stipulation are interdependent. If the Commission does not approve this Stipulation unconditionally and without modification, then this Stipulation shall be void and no Signatory shall be bound by any of the agreements or provisions of this Stipulation.

12. This Stipulation embodies the entirety of the agreements between the Signatories in this case on the issues addressed herein, and may be modified by the Signatories only by a written amendment executed by both of the Signatories.

13. If approved and adopted by the Commission, this Stipulation shall constitute a binding agreement between the Signatories. The Signatories shall cooperate in defending the validity and enforceability of this Stipulation and the operation of this Stipulation according to its terms.

14. If the Commission does not approve this Stipulation without condition or modification, and notwithstanding the provision herein that it shall become void, (1) neither this Stipulation nor any matters associated with its consideration by the Commission shall be considered or argued to be a waiver of the rights that any Signatory has for a decision in accordance with RSMo. §536.080 or Article V, Section 18 of the Missouri Constitution, (2) the Signatories shall retain all procedural and due process rights as fully as though this Stipulation had not been presented for approval, and (3) offers made or materials exchanged in furtherance of resolving the case by Stipulation will not admitted into the record.

15. If the Commission accepts the specific terms of this Stipulation without condition or modification, then the Signatories each waive their respective rights (1) to present oral argument and written briefs pursuant to RSMo. §536.080.1, (2) to the reading of the transcript by the Commission pursuant to §536.080.2, (3) to seek rehearing pursuant to §386.500, and (4) to judicial review pursuant to §386.510. These waivers apply only to a Commission order approving this Stipulation 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 to any matters not explicitly addressed by this Stipulation.

16. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.

WHEREFORE, the Signatories respectfully request that the Commission issue an order in this case approving the Stipulation subject to the specific terms and conditions contained therein.

Respectfully Submitted,

By: /s/ Lewis Mills
Lewis Mills, MO Bar No. 35275
BRYAN CAVE LEIGHTON PAISNER LLP
221 Bolivar Street, Suite 101
Jefferson City, Missouri 65101
573-556-6627 - Telephone
573-556-7447 - Facsimile
lewis.mills@bryancave.com

Bettina J. Strauss, MO Bar No. 44629
BRYAN CAVE LEIGHTON PAISNER LLP
211 N. Broadway, Suite 3600
St. Louis, MO 63102
314-259-2525 - Telephone
314-259-2020 - Facsimile
bjstrauss@bryancave.com

**ATTORNEYS FOR SUMMIT NATURAL
GAS OF MISSOURI, INC.**

Terry M. Jarrett, MO Bar No. 45663
HEALY LAW OFFICES, LLC
514 E. High St., Suite 22
Jefferson City, MO 65101
(573) 415-8379 - Telephone
(573) 415-8379 - Facsimile
terry@healylawoffices.com

**ATTORNEY FOR THE MISSOURI
PROPANE GAS ASSOCIATION**

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been emailed to all parties of record this 9th day of November, 2018.

/s/ Lewis Mills

Lewis Mills

P.S.C. MO No. 3

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1st Revised
Original

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Summit Natural Gas of Missouri, Inc.
Name of Issuing Company

For:

All Towns and Communities
Within SNG-MO Certificated Service Areas
Community, Town or City

RULES AND REGULATIONS (CONT'D)

(b) General Terms

(1) The Company may perform Building Installations and Building Conversions at the request of a customer and at the Company's sole discretion. If the Company performs a Building Installation or Building Conversion, it will do so according to local, state, and federal codes and regulations. The Company reserves the right to inspect and test all Building Installations and Building Conversions performed by other providers. +

(2) Installations and conversions are performed for residential, commercial, and industrial customers. The Company may perform a conversion of a Customer Unit from propane to natural gas at the request of a customer, at the Company's sole discretion. The Company will only convert a propane appliance to a natural gas appliance if the manufacturer makes available a conversion kit for that purpose, directly or through an authorized dealer or distributor. If such a conversion kit is not available, the Company will not perform the conversion. +

(3) Where feasible; the point of connection (building entrance) will be located near the service meter.

(4) After installation or conversion and connection to the service meter, customers are billed for gas usage according to the rates and regulations specified in the tariff.

(5) All customers who receive conversions will be required to pay the monthly customer demand charge as determined by class of service which is defined in the tariff.

* Indicates New Rate or Text

+ Indicates Change

Issue Date:

Month/Day/Year

Effective Date:

Month/Day/Year

Issued By:

Kurt Adams
CEO

Name and Title of Issuing Officer

7810 Shaffer Parkway, Ste. 120
Littleton, Colorado 80127

Company Mailing Address

P.S.C. MO No. 3

Original
Cancels

1st Revised
Original

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Natural Gas of Missouri, Inc.
of Issuing Company

For: Within SNG-MO Certificated Service Areas+ Name
Community, Town or City

All Towns and Communities Summit

RULES AND REGULATIONS (CONT'D)

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Issue Date: _____
Month/Day/Year

Effective Date: _____
Month/Day/Year

Issued By: Kurt Adams
CEO
Name and Title of Issuing Officer

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Littleton, Colorado 80127
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