

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

Ozarks Medical Center d/b/a Ozarks Healthcare,)	
)	
Complainant,)	
)	
v.)	Case No. GC-2022-0158
)	
Summit Natural Gas of Missouri, Inc.,)	
)	
Respondent.)	

ANSWER AND MOTION TO DISMISS

COMES NOW Summit Natural Gas of Missouri, Inc. (“SNGMO” or “Company”) pursuant to the *Notice of Complaint and Order to not Discontinue Service*, issued on December 13, 2021, and 20 CSR 4240-2.070(9), and for its *Answer and Motion to Dismiss*, respectfully states as follows to the Missouri Public Service Commission (“Commission”):

ANSWER

For its Answer, SNGMO states as follows:

1. SNGMO denies the allegations contained in Paragraph 1 in that the Company has complied with the provisions of its own tariffs at all times relevant herein. Specifically, the right to suspend Transportation Services (“TS”) after failure to pay all or part of a bill 30 days after receipt of invoice is enumerated in the Company’s Commission-approved tariff sheets (YG-2015-0207, Sheet No. 32).

2. SNGMO admits that the parties discussed terms for payment of OMC’s outstanding balance, that SNGMO agreed not to suspend OMC’s service during the pendency of those discussions, that the parties were unable to come to an agreement before the filing of OMC’s Complaint, and that SNGMO conditions continued natural gas service to OMC on

payment of the outstanding balance in question in accordance with its tariff. SNGMO denies any and all remaining allegations contained in Paragraph 2.

3. SNGMO admits the allegations contained in Paragraph 3 in that SNGMO provides TS natural gas services to Complainant OMC. As for the remainder of the allegations and averments made in Paragraph 3, SNGMO is without sufficient information or belief to admit or deny, and as such denies the same.

4. SNGMO admits the allegations contained in Paragraph 4.

5. SNGMO admits the allegations contained in Paragraph 5, in that at the time of this filing, Staff has not filed a notice of intent not to participate.

6. SNGMO admits the allegations contained in Paragraph 6, in that at the time of this filing, OPC has not filed a notice of intent not to participate.

7. SNGMO admits that it is a “gas corporation” and “public utility” as defined by Section 386.020. SNGMO states that the remainder of the allegations contained in Paragraph 7 do not represent allegations of fact to which a response is required and further states that Section 386.250, RSMo speaks for itself.

8. SNGMO states that the allegations contained in Paragraph 8 do not represent allegations of fact to which a response is required and further states that the referenced statutes speak for themselves.

9. SNGMO admits the allegations contained in Paragraphs 9-14.

10. SNGMO admits that OMC continued to use the Company’s natural gas service throughout Winter Storm Uri. SNGMO is without information or belief to admit or deny the remaining allegations or averments contained in Paragraph 15, and as such, denies the same.

11. SNGMO is without sufficient information or belief to admit or deny the allegations or averments contained in Paragraph 16, and as such, denies the same.

12. SNGMO admits that certain sheets in its currently effective tariff book were issued on November 14, 2014, and became effective December 14, 2014. SNGMO denies that all of its currently effective tariff sheets were issued on November 14, 2014, and became effective December 14, 2014, as alleged in Paragraph 17.

13. SNGMO admits the existence of the tariff sheets identified in Paragraph 18-22, and further states that the tariff sheets speak for themselves.

14. SNGMO admits the allegation contained in Paragraph 23-24.

15. SNGMO denies the allegations contained in Paragraph 25.

16. SNGMO admits the allegation contained in Paragraph 26.

17. SNGMO is without sufficient information or belief to admit or deny the averment made in Paragraph 27, and as such, denies the same.

18. SNGMO admits the allegations contained in Paragraph 28-29.

19. SNGMO denies the allegations contained in paragraph 30.

20. SNGMO admits the allegations contained in paragraph 31.

21. SNGMO admits the allegations contained in Paragraph 32, and further states that the notice in question was a final notice, and the Company had allowed OMC to exceed the fifteen-day shut-off period as a courtesy and continued to refrain from disconnecting OMC's gas service throughout negotiations preceding the filing of its Complaint and the issuance of the Commission's *Notice of Complaint and Order to Not Discontinue Service*.

22. SNGMO admits the allegations contained in Paragraph 33.

23. SNGMO admits the allegations contained in Paragraph 34.

24. SNGMO is without sufficient information or belief to admit or deny the allegations contained in Paragraph 35 and 36, and as such denies the same.

25. Paragraph 37 does not contain a factual allegation to which a response is required.

26. SNGMO states that the allegations contained in Paragraph 38 do not represent allegations of fact to which a response is required.

27. SNGMO states that the allegations contained in Paragraph 39 do not represent allegations of fact to which a response is required and further states that Section 393.140(8), RSMo speaks for itself.

28. SNGMO states that the allegations contained in Paragraph 40 do not represent allegations of fact to which a response is required.

29. SNGMO states that the allegations contained in Paragraph 41 do not represent allegations of fact to which a response is required and further states that the referenced federal and state rules speak for themselves.

30. SNGMO states that the allegations contained in Paragraph 42 do not represent allegations of fact to which a response is required.

31. SNGMO states that the allegations contained in Paragraph 43 constitute a legal conclusion and do not represent allegations of fact to which a response is required.

32. SNGMO admits the allegations contained in Paragraph 44.

33. SNGMO states that the allegations contained in Paragraphs 45-46 do not represent allegations of fact to which a response is required.

34. SNGMO denies the allegations contained in Paragraph 47.

35. Paragraph 48 does not contain a factual allegation to which a response is required.

36. SNGMO admits the existence of the tariff sheet identified in Paragraph 49, and further states that the tariff sheet speaks for itself. SNGMO further states that its tariffs provide for discretion to enter into separate imbalance agreements considering special circumstances at its sole discretion and denies that its tariff specifically provides for “leniency for paying cashout imbalances” as alleged in Paragraph 49.

37. SNGMO is without sufficient information or belief to admit or deny the averment made in Paragraph 50, and as such, denies the same.

38. SNGMO admits that it has been receptive to a payment plan, but is without sufficient information or belief to admit or deny the averment made in Paragraph 51, and as such, denies the same.

39. SNGMO denies the allegations contained in Paragraph 52.

40. SNGMO is without sufficient information or belief to admit or deny the allegations contained in Paragraphs 53-55, and as such, deny the same.

41. SNGMO admits the allegations contained in Paragraph 56.

42. SNGMO states that the allegation contained in Paragraph 57 concerning a “special circumstance” constitutes a legal conclusion and do not represent allegations of fact to which a response is required. SNGMO admits the remaining allegations contained in Paragraph 57.

43. SNGMO states that the allegations contained in Paragraph 58 constitute a legal conclusion and do not represent allegations of fact to which a response is required.

44. Except as expressly admitted in this answer, SNGMO denies each and every allegation contained in the Complaint.

MOTION TO DISMISS

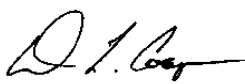
45. Further answering, as an affirmative defense, and as its Motion to Dismiss pursuant to 20 CSR 4240-2.070(7), SNGMO states that the Complaint fails to state a claim upon which relief may be granted. A complaint must allege a violation of a “tariff, statute, rule, order, or decision within the Commission’s jurisdiction. . . .” 20 CSR 4240-2.070(1); *See also* Section 386.390, RSMo. The Complaint fails to specify a violation of any tariff, statute, rule, order, or decision.

46. Moreover, “[a] complaint fails to state a claim when, assuming that everything alleged is the complaint is true, the Commission has no authority to grant the relief sought.” *Order Dismissing Complaint*, Case No. WC-2017-0251, quoting *Zeller v. Scafe*, 498 S.W.3d 846, 849 (Mo. App., W.D. 2016). The remedies requested in this case are not available in the circumstances described.

WHEREFORE, having fully answered the allegations contained in the Complaint, SNGMO asks that the Complaint be dismissed.

Respectfully submitted,

BRYDON, SWEARENGEN & ENGLAND P.C.

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ATTORNEYS FOR SUMMIT NATURAL GAS
OF MISSOURI, INC.

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been sent by electronic mail this 12th day of January, 2022, to:

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