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OZARKS MEDICAL CENTER d/b/a  
OZARKS HEALTHCARE,  
Plaintiff,

v.

SUMMIT NATURAL GAS OF  
MISSOURI, INC.,  
Defendant.

Case No.  
GC-2022-0158

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VIDEOCONFERENCE HEARING

VOLUME II

DATE: Tuesday, May 24, 2022  
TIME: 9:00 a.m.  
BEFORE: Honorable John Clark  
LOCATION: Remote Proceeding  
Governor Office Building  
200 Madison Street, Room 310  
Jefferson City, MO 65101  
REPORTED BY: Riley Lammert, Notary Public  
JOB NO.: 5239581

A P P E A R A N C E S

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A P P E A R A N C E S (Cont'd)

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ALSO PRESENT:

Ryan Silvey, Commissioner (by videoconference)

Scott Rupp, Commissioner (by videoconference)

Maida Coleman, Commissioner (by videoconference)

Jason Holsman, Commissioner (by videoconference)

Glen Kolkmeyer, Commissioner (by videoconference)

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## P R O C E E D I N G S

1  
2 THE COURT: Good morning. My name is  
3 John Clark. I'm the regulatory law judge presiding  
4 over this hearing. Today is May 24, 2022, and we are  
5 in Room 310 of the Governor Office Building. The  
6 Commission has set aside this time today for GC-  
7 2022-0158, which is captioned at Ozark Medical Center  
8 doing business as Ozarks Healthcare, complainant vs.  
9 Summit Natural Gas of Missouri Incorporated,  
10 respondent.

11 Now, we're having an in-person hearing  
12 today, with at least one person participating via  
13 WebEx. I'm going to briefly go over some protocol  
14 stuff. If you are participating via WebEx, if you're  
15 not speaking, I'm going to ask that you mute  
16 yourselves. Likewise, if you're participating in  
17 person and you're speaking, please be sure your  
18 microphone is on. That's the only way that the audio  
19 gets picked up. And if you're not speaking, I'm going  
20 to ask that as much of the time as possible, that you  
21 have your microphone off. I'm also going to remind  
22 you, if you're participating in person, to please  
23 silence your phone.

24 Now, commissioners may be participating  
25 today via WebEx, and they will certainly have some

1 questions. They're free to interrupt me, or any of  
2 the witnesses, any time they have a question. I may  
3 also have some questions, and I'll leave some time  
4 aside for commissioner questions, as well.

5 COMMISSIONER HOLSMAN: Hey, Judge. Can  
6 you hear me?

7 THE COURT: Yes, I can.

8 COMMISSIONER HOLSMAN: This is  
9 Commissioner Holsman. I just wanted to let you know  
10 that I am on.

11 THE COURT: Thank you very much,  
12 Commissioner Holsman.

13 I also see, at least from the WebEx,  
14 that we also have present Commission Maida Coleman.  
15 But as I said, other commissioners -- and Commissioner  
16 Rupp. Good morning to all of you.

17 Now I'm going to remind you that if you  
18 are participating via WebEx that the WebEx chat  
19 function is not private, so please do not use it. And  
20 if you are participating via phone and you need to  
21 testify or ask a question, please use star 6 to unmute  
22 yourself.

23 At this time, I'm going to ask the  
24 parties to enter their appearance for the record,  
25 starting with Ozarks Medical Center.



1 MR. HALL: Good morning, Judge. Caleb  
2 Hall appearing on behalf of Ozarks Medical Center  
3 doing business as Ozarks Healthcare. My office is 230  
4 West McCarty Street, Jefferson City, Missouri, 65101.

5 THE COURT: Thank you, Mr. Hall.

6 And for Summit Natural Gas of Missouri?

7 MR. COOPER: Thank you, Judge. Dean  
8 Cooper and Jesse Craig of the law firm Brydon  
9 Swearingen and England P.C. P.O. Box 456, Jefferson  
10 City, Missouri 65102. Appearing on behalf of Summit  
11 Natural Gas of Missouri, Inc.

12 THE COURT: Thank you, Mr. Cooper  
13 On behalf of the commission staff?

14 MS. MYERS: Good morning, Judge. Jaime  
15 Myers on behalf of the Missouri Public Service  
16 Commission staff. My address is P.O. Box 360  
17 Jefferson City, Missouri 65102.

18 THE COURT: Thank you, Ms. Myers.  
19 And on behalf of the Office of the  
20 Public Counsel.

21 MR. POSTON: Good morning. Marc Poston  
22 appearing for the Office of Public Counsel.

23 THE COURT: Thank you, Mr. Poston.

24 We have a court reporter that is not in  
25 person today that is appearing via WebEx.

1                   And Ms. Lammert, if you need somebody  
2 to repeat something, please interrupt me and let me  
3 know.

4                   At the same time, because I don't  
5 believe the court reporter can -- or may not be able  
6 to see clearly who is speaking, I'm going to ask that  
7 before speaking, if at all possible, you announce who  
8 you are, just so the court reporter can pick that up.

9                   THE REPORTER: Thank you very much.

10                  THE COURT: Now, as a brief preliminary  
11 matter, there is some information that was filed in  
12 this case that is highly confidential in nature. If  
13 we are going to be discussing confidential or highly  
14 confidential information, I'm going to be relying  
15 heavily on the parties to let me know, so that I can  
16 go in camera for the purpose of doing so. So if it's  
17 obvious to me, I will go into camera. But if you are  
18 aware that you're going to be talking about something  
19 that we need to go in camera for, please let me know.

20                  Are there any preliminary matters that  
21 need to be addressed by the commission at this time?  
22 I see no one speaking up, so I will assume at this  
23 time the answer to that is no. I'm going to follow  
24 the order of openings as submitted by the parties, and  
25 that means we will hear openings first from Ozark

1 Medical Center, then from the Office of Public  
2 Counsel, from the Commission staff, and finally, from  
3 Summit Natural Gas of Missouri.

4 So Ozark Medical Center, would you like  
5 to make an opening statement?

6 MR. HALL: Yes, Your Honor.

7 May it please the Commission. Caleb  
8 Hall appearing on behalf of Ozarks Medical Center  
9 doing business as Ozarks Healthcare. For purposes of  
10 the record, I may refer to Ozarks Healthcare as Ozarks  
11 throughout my opening statement and the rest of the  
12 proceedings today.

13 Commission, this case is about finding  
14 a solution to an otherwise insurmountable problem.  
15 The problem being that Ozarks Healthcare is being  
16 asked to pay nearly half of one million dollars for  
17 one month's use of natural gas, or else face a  
18 potential shutoff, or curtailment in service.

19 The Commission can resolve this problem  
20 through one of two potential means. One: issue an  
21 accounting authority order, or AAO, to track and defer  
22 the disputed bill to Summit Natural Gas' next rate  
23 case. Or two: direct Summit to accept a payment  
24 arrangement with a manageable timetable that the  
25 hospital's financial streams can sustain.

1           An AAO is justified in this case  
2 because Winter Storm Uri and the precipitating  
3 disputed bill in this case are extraordinary events  
4 and granting a deferral in this instance will permit  
5 Summit to continue collecting all of its Winter 2021  
6 natural gas costs, including those in controversy  
7 here. A payment plan is also a proper remedy because  
8 Summit's tariff contemplates that payment arrangements  
9 be available for special circumstances.

10           Considering this is their first foray  
11 into this environment, I feel the need to introduce  
12 Ozarks for the Commission. Ozarks Healthcare is a  
13 nonprofit healthcare facility that's been serving the  
14 West Plains community for the past 60 something years.  
15 When the hospital first started in 1959, it employed  
16 60 people and used 42 beds to treat about 40,000  
17 people a year. Today, the hospital employs over 1300  
18 people to treat 364,000 people annually, including  
19 admissions of 5,000 people for in patient long-term  
20 care.

21           For perspective purposes, the  
22 population of West Plains is only around 13,000  
23 people, and the larger Howell County in which it sits,  
24 is just over 40,000. From its main campus and  
25 surrounding clinics, Ozarks Healthcare provides

1 services to six Missouri counties, and two in Northern  
2 Arkansas. This translates to around 108,000  
3 Missourians, and 53,000 Arkansans.

4 For these people, Ozarks Healthcare is  
5 the only realistic provider for inpatient care.  
6 Should they need to seek services elsewhere, they  
7 would need to drive 100 miles in either direction.  
8 This proximity of Ozarks Healthcare, and its unique  
9 natural as being the sole inpatient provider for these  
10 people is why disconnecting Ozarks Healthcare is such  
11 a problem. Ozarks access to gas is directly connected  
12 to the public health of the surrounding community.  
13 Allow me to explain this case.

14 At this point, I think we can all  
15 attest to the severity of Winter Storm Uri last year.  
16 Given popular reporting, and this commission's  
17 multiple public investigations, we don't need to  
18 belabor that Winter Storm Uri was extraordinary. The  
19 continental US experienced a week of prolonged ice and  
20 frigid temperatures that were extreme even by Midwest  
21 standards. From February 13th to the 17th of 2021,  
22 temperatures hovered anywhere between 19 and negative  
23 15 degrees Fahrenheit. Local snow depth reached 7  
24 inches, and local gas companies experience price  
25 increases anywhere from 17 to 247 times first of the

1 month prices for February 2021. In short, it was a  
2 freak storm. This context is important because while  
3 Uri raged across the state, Ozarks Healthcare was  
4 using natural gas.

5 Like other transportation customers,  
6 Ozarks Healthcare uses natural gas primarily for  
7 heating. But importantly, and different from other  
8 customers, the hospital uses gas as a means to  
9 sterilize medical equipment for inpatient procedures.  
10 February 2021 also marks the time when the state was  
11 experiencing a surge in pre-vaccination COVID-19  
12 cases. As a result, Ozarks Healthcare was at capacity  
13 for both in and outpatient treatment while the storm  
14 was going on.

15 Further compounding factors is that the  
16 hospital's back up propane supplies failed at the same  
17 time. When gas prices increased, Summit Natural Gas  
18 asked several customers to curtail their use to  
19 mitigate any cost exposure. Ozarks responded to the  
20 call and began relying on its backup propane.  
21 However, and unfortunately, the temperatures were so  
22 extreme that Ozarks backup propane reserves failed for  
23 what appears to be the first time in recent memory.  
24 Without a backup reserve, Ozarks Healthcare was unable  
25 to mitigate its exposure to increase gas prices, and

1 at that moment, it faced two choices. Continue  
2 curtailing natural gas and reduce medical operations,  
3 or prioritize its obligations to the public and meet  
4 adequate health standards. Ozarks chose the later and  
5 continued to use natural gas throughout the 2021  
6 winter storm.

7 Now, Ozarks expected its bill to be  
8 higher. Winter bill always tend to be higher than  
9 summer bills, especially when you're dealing with gas.  
10 However, what the hospital got was leagues beyond what  
11 was reasonable or what could have been expected. Its  
12 gas bills usually range anywhere from 15,000 to 20,000  
13 in the winter months. What Summit Natural Gas  
14 demanded though, come March, was nearly \$500,000.  
15 Specifically \$463,363.84 for one month's use. The  
16 bill did not explain how roughly 400,000 of a  
17 "cash-out imbalance" was calculated or explain the  
18 discrepancy between this figure and the several  
19 thousand that Ozarks would normally see.

20 After Summit sent this bill, there was  
21 back and forth between the parties, there was a  
22 threatened disconnection, which Summit has graciously  
23 forestalled throughout the pendency of this case.  
24 However, Summit is still demanding this sum. The  
25 issue, and going back to the problem in this case, is

1 that there's only so much blood you can squeeze from a  
2 stone.

3                   2021 was a hard year for most, but  
4 especially so for healthcare providers. Without  
5 federal funding in response to COVID-19, the hospital  
6 would have lost over \$10 million. Add on this  
7 disputed bill, and the financial impact creates  
8 potential risk for patient care. Every dollar that  
9 Ozarks makes goes back into the community, not  
10 shareholders. When you take half a million out of the  
11 hospital for inflated gas prices, you're taking money  
12 away from salary, preparation for future patient  
13 needs, and necessary equipment.

14                   This is where you come in, Commission.  
15 Ozark still maintains that the bill does not  
16 accurately reflect the costs to serve the hospital.  
17 That being said, Ozarks Healthcare is asking for two  
18 potential solutions to this problem. As  
19 aforementioned, our first request is that you  
20 authorize Summit to track and defer the disputed  
21 cash-out imbalance as a regulatory asset through an  
22 AAO.

23                   An AAO is a tool that the Commission  
24 has used to permit utilities to track and defer  
25 extraordinary costs for future cost consideration and



1 subsequent rate cases. The Commission has  
2 historically followed the uniform system of account  
3 standards to grant AAO requests when the costs at  
4 issue are unique, unusual, and not likely to reoccur.  
5 All of these traits are present in this case. Rarely,  
6 if ever, will we see the culmination of a freak  
7 weather event, unprecedented natural gas prices, an  
8 unexpected backup propane reserve failure, and all of  
9 this, mind you, coming together during a once in a  
10 lifetime pandemic.

11 Issuing an AAO in this case will not  
12 change Summit's rates now and it isn't retroactive  
13 ratemaking, but it will preserve the cash-out debt for  
14 future consideration in a rate case where the  
15 financial impacts to Ozarks Healthcare and the  
16 community at large can be minimized.

17 How do we know that the impact will be  
18 minimized through an AAO? Because we can see the  
19 impact right now. During the pendency of this case,  
20 Summit had to readjust its purchase gas adjustment  
21 cause to account for its winter 2021 costs, including  
22 the amounts that are -- here. I don't wish to get  
23 into confidential numbers, but I ask the Commission to  
24 turn to page 6 of Mr. Reeves surrebuttal testimony.  
25 There he lays out the numbers that are in dispute in

1 this case relative to the amounts that are currently  
2 included in the PGA and that are currently being  
3 charged to customers over a five-year timetable. It  
4 is ultimately a small fraction of the total cost that  
5 is included within the PGA that represents a massive  
6 benefit for Ozarks Healthcare and the surrounding  
7 community that it serves.

8           Alternative to this AAO request, Ozarks  
9 asks that the Commission exercise its authority per  
10 Summit's tariff, and its general ratemaking powers to  
11 order Summit to accept a special circumstances payment  
12 arrangement that is manageable on Ozarks revenue  
13 streams. Our recommendation is one where Ozarks will  
14 pay 10 percent of the total disputed amount within 30  
15 days after a commission order, and the remainder in  
16 equal monthly installments of over a 10-year period.

17           For all of these issues that I have  
18 mentioned, Ozarks Healthcare sponsors the testimony of  
19 Josh Reeves. He has worked for the hospital for the  
20 past seven years and currently serves as its Vice  
21 President of Development and Advocacy, and Director of  
22 Facilities. In that role, he oversees the main  
23 campus, its energy purchases, and can speak directly  
24 to Ozarks Healthcare as an institution, its role in  
25 the community, and the failure of its back up propane

1 reserves.

2 At this time I'm available to take what  
3 ever questions the Commission may have, but I also  
4 remind the Commission that Mr. Reeves will be up on  
5 the stand shortly, and he may have a few more  
6 intelligent answers than I can provide.

7 THE COURT: Okay. Thank you, Mr. Hall.  
8 I do have a few questions. As you pointed out, there  
9 were two issues put forth by the parties today for the  
10 Commission's determination. And one involves whether  
11 we should address Ozarks' cash-out imbalance by  
12 authorizing an accounting authority order, or AAO, as  
13 you referred to it, and the other was whether we  
14 should address it via payment plan.

15 In my mind -- and the parties are free  
16 to argue otherwise -- this appears to be two essential  
17 actions, one being a complaint and the other being a  
18 third-party AAO request, which is being offered as a  
19 potential remedy. So starting with this as a  
20 complaint, what does Ozark believe the violation is on  
21 which the complaint is premised? Because I believe  
22 the complaint statute says that any person, entity can  
23 make a complaint about anything done or not done that  
24 violates a tariff order rule, or law, which would be  
25 subject to the Commission's authority.

1 MR. HALL: That's a great question,  
2 Your Honor. By Commission rule, when there is a  
3 billing dispute, the utility cannot move forward with  
4 a disconnection. Once we receive the disconnection  
5 notice from company, when they were moving to proceed  
6 on disconnection, that was the violation. There was  
7 still a billing dispute. The hospital still contends  
8 that the bill that was sent to them does not  
9 accurately reflect the costs that Summit actually  
10 incurred to serve the hospital

11 Secondly, I would offer that when a  
12 third-party is asking for an AAO request, recent  
13 Commission practice has been to file these type of  
14 requests as a complaint proceeding, even though in  
15 this circumstance it's a bit unique in that we are  
16 offering a proposal for Summit to receive all of the  
17 money that's actually in dispute here.

18 THE COURT: Okay. Thank you. In  
19 regard to that, you say that it's basically an  
20 inaccurate bill and a wrongful shutoff action, as well  
21 as I believe your complaint indicated a violation of a  
22 clause in their Tariff Sheet 37; is that correct?

23 MR. HALL: Correct.

24 THE COURT: Or does Ozark not consider  
25 that a violation at this point?

1 MR. HALL: We believe that that tariff  
2 provision authorizes Summit to provide for payment  
3 arrangements in special circumstances, and that Summit  
4 has otherwise unreasonably withheld that option from  
5 Ozarks Healthcare, and so we did allege a violation of  
6 that tariff in our complaint. Yes.

7 THE COURT: Does Ozark believe that the  
8 Commission has the statutory authority to order Summit  
9 to provide a payment plan?

10 MR. HALL: Yes, Your Honor. Not only  
11 is there the tariff provision, however, we are also  
12 relying upon the Commission's necessary and proper  
13 powers. I forget the citation at this time, but it is  
14 provided in our position statement.

15 THE COURT: Okay. You believe it's a  
16 violation of the company's tariff if they don't enter  
17 into a payment plan with you?

18 MR. HALL: Correct. In this instance,  
19 where we have a clear special circumstance by any  
20 plain interpretation of that phrase, in this case, the  
21 company was being unreasonable.

22 THE COURT: Is Ozark asking the  
23 Commission to waive or nullify this amount?

24 MR. HALL: No. We don't believe the  
25 Commission has the authority to waive full recovery of

1 this amount. Some cost was incurred by Summit. We  
2 ultimately dispute that it was the 500,000 that we're  
3 seeing here, but when looking at what options are  
4 available to the Commission, we came up with these  
5 two. The elegance of them is that they provide relief  
6 for both Ozarks Healthcare and Summit Natural Gas.

7 THE COURT: You're alleging that Ozark  
8 was improperly billed; is that correct?

9 MR. HALL: Correct.

10 THE COURT: Are you alleging that the  
11 transportation rates of Summit are not just and  
12 reasonable?

13 MR. HALL: No.

14 THE COURT: In regard -- and this is  
15 just a question I have in regard to an AAO -- because  
16 is it your understanding that an accounting authority  
17 order under that provision, Ozark would not have to  
18 pay this amount back; is that correct?

19 MR. HALL: Correct. Our understanding  
20 is that once the Commission authorizes the AAO, Summit  
21 would not be seeking that payment anymore from Ozarks  
22 Healthcare. Instead, Summit will be able to continue  
23 collecting the disputed cash-out debt through its PGA  
24 that's currently ongoing. You would have an active  
25 AAO that would then continue until the next rate case.

1 At that time, depending on when Summit files its next  
2 rate case, you can either provide for recovery for the  
3 utility depending on the difference between what was  
4 collected in the PGA and what is remained to be  
5 collected through the AAO. Or -- I mean, this is a  
6 have you circumstance -- assume that Summit has  
7 collected all of the dispute cash-out debt through the  
8 PGA by the time Summit comes in for the next rate  
9 case. Then there's no action to take with the AAO.  
10 It can effectively be written off the books because  
11 the amount of money in dispute has already been  
12 collected.

13 THE COURT: Say that again, please.  
14 Say that last sentence.

15 MR. HALL: Sure -- and this is all -- I  
16 don't wish to speculate. But imagine for a moment the  
17 Commission authorizes the AAO, but the PGA that is  
18 currently effective remains in place. If Summit  
19 continues to collect through the cash-out debt through  
20 the PGA and collects the entirety that's in dispute in  
21 this case by the time Summit initiates its next rate  
22 case, the AAO is still effective, but then the  
23 question to the Commission is what to do with the AAO.  
24 If Summit has already collected the full amount in  
25 controversy through the PGA, then the proper thing to

1 do with the AAO would be to recognize that recovery  
2 has already been had, and effectively wipe the AAO  
3 from the books.

4 THE COURT: Under either of those  
5 propositions, either the AAO or collecting it through  
6 the PGA, where Ozark is not directly providing payment  
7 for service, do you believe that violates the Filed  
8 Rate Doctrine?

9 MR. HALL: No more than deferral  
10 accounting has otherwise violated the Filed Rate  
11 Doctrine in the past. I don't wish to speak for  
12 things that are outside the record, but I asked -- we  
13 can turn to Summit's last rate case, GR-2014-0086, and  
14 in that case, I believe the Commission has authorized  
15 deferral accounting for energy efficient programs.  
16 And I forget the case number at this time, but if the  
17 Commission would turn to the joint stipulation of  
18 facts from the parties, we do acknowledge that Summit  
19 also recovering another tracking device for the  
20 benefits that came from the tax cousin jobsites.

21 THE COURT: What I'm saying is those  
22 are spread over a wider -- I mean, usually an AAO is  
23 tracked as a regulatory asset, or in some cases, a  
24 liability. But it usually encompasses some sort of  
25 companywide bill which would be spread over all of the



1 ratepayers. In this case, you're asking to take a  
2 single party's bill and that's why I'm asking if it  
3 violates the Filed Rate Doctrine.

4 MR. HALL: Respectfully, Judge, I don't  
5 believe this would violate the Filed Rate. I do not  
6 believe this would violate the File Rate Doctrine.  
7 Consider the PGA itself, normally, without the  
8 inclusion of transportation customer costs, it's the  
9 amalgamation of sales customer costs and spreading  
10 that out amongst all the sales customers. You might  
11 have neighbor A that uses far more gas during a winter  
12 storm than neighbor B, but you don't distribute their  
13 PGA costs in some type of equitable fashion. Instead,  
14 it's all grouped together and spread out amongst all  
15 the sales customers. Even though neighbor B is  
16 effectively subsidizing neighbor A, that has not  
17 violated the Filed Rate Doctrine.

18 Similarly, when this commission  
19 authorized an AAO to account for the retirements of  
20 the assembly power plants that Evergy was operating.  
21 I believe -- now, I don't want to misquote people that  
22 aren't in this roof that can't defend themselves and  
23 aren't in this room. However, one issue that was  
24 brought to the appeals court was whether or not an AAO  
25 in that case was somehow a collateral attack on the

1 rates that had previously been approved. The Western  
2 District Appeals Court disagreed. I believe that  
3 holding is applicable here, or at least analogous to  
4 the type of dispute we have.

5 THE COURT: I think the last question I  
6 have right now is do you believe it's unjustly  
7 discriminatory if an accounting authority order is  
8 granted to distribute a bill that is Ozarks over the  
9 county's other rate paying customers?

10 MR. HALL: Your Honor, I'm glad you  
11 asked that question because it does get to an  
12 undercurrent of this case. You said unjustly  
13 discriminatory. The phrase "unjustly discriminatory"  
14 almost implies that there is some amount of  
15 discrimination that's proper. And in this utility  
16 world, unfortunately, you know, there is no free  
17 lunch. We have energy efficiency programs where  
18 nonparticipants are subsidizing participants. You  
19 have disputes over whether or not cost allocations are  
20 done equitably amongst rate classes.

21 We wouldn't be asking for an AAO before  
22 any type of cash-out, and you should not approve an  
23 AAO for every type of cash-out dispute that happens.  
24 The reason why we're asking for one is because per the  
25 Commission's test, and per the AAO standard, this is

1 extraordinary. Ozarks Healthcare isn't just any  
2 transportation customer, it's a transportation  
3 customer that effectively can't curtail use like other  
4 transportation customers. It wasn't just a bad storm,  
5 it was a bad storm when backup propane supplies  
6 failed, when COVID-19 was surging in the state, and  
7 when gas prices had raised to levels potentially never  
8 seen before.

9 THE COURT: Are you aware of any other  
10 instance where the Commission has allowed an AAO or a  
11 payment plan when a customer has been unable to pay  
12 their utility as a result of an extraordinary event?

13 MR. HALL: I believe you can find  
14 examples of the Commission approving stipulations that  
15 have been entered into between parties. In our  
16 research, we have not found a previous case where the  
17 Commission has issued an AAO in response to a payment  
18 dispute.

19 THE COURT: I know that Ozarks has not  
20 requested this -- do you believe the Commission could  
21 grant Ozarks some kind of emergency interim rate  
22 relief?

23 MR. HALL: I admittedly have not  
24 researched that type of question and I would need to  
25 confer with my clients to see what type of interim

1 rate relief could still meet the needs of the  
2 hospital.

3 THE COURT: Okay. Thank you.

4 Any commissioners have questions for  
5 Mr. Hall?

6 COMMISSIONER HOLSMAN: I have some  
7 questions, Judge. Unless -- Judge, can you hear me?

8 MR. COOPER: Judge, I apologize to the  
9 commissioner, but I'm not able to hear the  
10 commissioner here in the courtroom.

11 THE COURT: That makes two of us. Hold  
12 on just a moment.

13 I'm sorry, Commissioner Holsman. Can  
14 you speak again and just a little bit louder, please?  
15 Thank you. We're just having some difficulty getting  
16 questions from the WebEx over the speakers.

17 COMMISSIONER HOLSMAN: Yeah. Is that  
18 better? Can you hear me?

19 THE COURT: I can hear you. Yes.

20 COMMISSIONER HOLSMAN: Okay. First  
21 off, I want to ask if Commissioner Rupp or  
22 Commissioner Coleman have any questions before I go.

23 THE COURT: Do Commissioners Rupp or  
24 Coleman have any questions before --

25 COMMISSIONER RUPP: No. Commission

1 doesn't have any questions at this time, but thank you  
2 for the deference, Commissioner Holsman.

3 COMMISSIONER HOLSMAN: As it should be.

4 THE COURT: Go ahead, Commissioner  
5 Holsman, with your question, please.

6 COMMISSIONER HOLSMAN: Okay. Some of  
7 these questions may ultimately end up being for the  
8 witness, and that's fine, but I'm just going to go  
9 ahead and ask a couple of them. For the hospital  
10 itself, do you have a breakdown between who your  
11 service patients are, Medicare, Medicaid, private  
12 insurance? Do you have an idea of who you're actually  
13 seeing out of those patients?

14 MR. HALL: Commissioner Holsman, I  
15 don't mean to interrupt, but I want to make sure that  
16 the stenographer heard your question, that we've got  
17 all the AV stuff handled.

18 Ms. Lammert, can you confirm that  
19 you're able to hear the commissioners.

20 THE REPORTER: I can.

21 THE COURT: They're not having problems  
22 over the WebEx; we're just having a problem in this  
23 room.

24 MR. HALL: Okay. As long as it's a  
25 one-way issue.

1                   My apologies, Mr. Holsman. I'm getting  
2                   indication from Mr. Reeves in the back room that he  
3                   can speak to that question.

4                   COMMISSIONER HOLSMAN: Okay. Well, it  
5                   sounds like these questions are probably going to be  
6                   for Mr. Reeves then. I'll hold and wait, and if  
7                   Mr. Reeves cannot answer these questions and you can,  
8                   then we'll come back, and I'll ask you the questions,  
9                   if that's appropriate.

10                  THE COURT: Thank you, Commissioner.  
11                  I'll try and remember to prompt you during Mr. Reeves  
12                  testimony.

13                  Any other commissioner questions at  
14                  this point?

15                  Okay. Thank you, Mr. Hall.

16                  COMMISSIONER HOLSMAN: Not at this time,  
17                  Judge. Thank you.

18                  THE COURT: Next opening statement will  
19                  be from the Office of the Public Counsel, Mr. Poston.

20                  MR. POSTON: Good morning. May it  
21                  please the Commission.

22                  My name is Marc Poston; I'm here on  
23                  behalf of the Office of the Public Counsel. As  
24                  Mr. Hall just described, there are two basic issues,  
25                  the request for an AAO and potential payback terms.

1 I'm going to start with the payback terms.

2 We ask that you resolve this complaint  
3 by ordering a reasonable length of time for the  
4 hospital to pay its large bill due to Storm Uri  
5 imbalances. The hospital provides a valuable service  
6 to multiple counties in Southwest Missouri, and the  
7 payback length should be consistent with the  
8 hospital's ability to pay. We don't have a preference  
9 for the period, and we defer to the hospital for  
10 providing evidence on what it can afford.

11 Of course the appropriate interest rate  
12 is also an issue that's not really been discussed  
13 much. Setting a very low interest rate is another way  
14 the Commission could help the hospital avoid further  
15 negative impacts. In Summit's separate PGA/ACA case,  
16 where interest is an issue, and I believe it may be  
17 the only issue right now, the OPC intends to file  
18 testimony from its finance expert, Mr. David Murray,  
19 in that case, regarding an appropriate interest rate  
20 to apply to Storm Uri costs. But unfortunately, that  
21 testimony evidence is not available for this hearing.  
22 Regardless, it could help the Commission to deliberate  
23 on this complaint and the PGA case together since  
24 these issues are related.

25 Regarding the hospital's request for an

1 AAO, we ask that you deny this request. Ozarks is  
2 clear in its position statement that the entire  
3 purpose of their AAO request is to have other  
4 customers pick up Ozarks' bill. Requiring other  
5 customers to pay the hospital's bill is prohibited by  
6 Section 393.130 and 393.140 of the Missouri statutes  
7 that prohibit discriminatory and prejudicial rates,  
8 and it would violate Summit's tariff for transportation  
9 service and how to address imbalances.

10 In Summit's position statement, they  
11 also raise the Takings clause, and we would agree with  
12 that as well, that that would be a concern here. I  
13 have not researched the Filed Rate Doctrine, but I  
14 will look into that before we file briefs to see if  
15 that is an issue here, as well.

16 So we believe Ozarks' AAO request is  
17 not a lawful or reasonable solution to the hospital's  
18 problem here. No other customer should be responsible  
19 for the hospital's bill, and that principle should be  
20 the starting point for whatever the Commission decides  
21 in this case. Summit's other customers, Missouri's  
22 homes and businesses, are already paying for the  
23 impacts of Storm Uri. A better solution, a more fair  
24 solution, is to order repayment terms that allows for  
25 an extended payment period for the hospital. That's



1 all I have. Thank you.

2 THE COURT: Okay. I've got a few  
3 questions for you. I know that while Public Counsel  
4 is opposed to an AAO, and I will probably ask this  
5 question again of staff, as well -- just a moment. In  
6 regards to an accounting authority order, my general  
7 understanding of an accounting authority order is it  
8 allows to take an amount that is owed, or an amount  
9 that is in excess, and basically set it aside for  
10 consideration in the company's next rate case; is that  
11 correct?

12 MR. POSTON: That's correct.

13 THE COURT: Is there anything -- and an  
14 AAO, as I understand it, is not a creature of statute,  
15 and so is there anything that would prohibit, in your  
16 mind, an AAO porting the amount over to a rate case  
17 and then determining in rate case that Ozark has to  
18 pay back that amount over a set period of time?

19 MR. POSTON: Well, I would say look at  
20 the what they're actually requesting, the type of AAO  
21 that's being requested here, and that's not what  
22 they're really requesting. What they're really  
23 requesting is that they just be relieved of their  
24 obligation to pay this and that other customers pay  
25 it. They're not asking for an AAO where these

1 decisions will be decided in the rate case. They're  
2 wanting you to make that rate decision here, and we  
3 believe that is prohibited for -- that's not  
4 appropriate use of an AAO.

5 THE COURT: And I would agree that  
6 they're not asking that. I'm just thinking outside  
7 the box. Do you believe that that's something the  
8 Commission would have the power to do, or is that  
9 something you just don't want to speak to?

10 MR. POSTON: You mean would they have  
11 the power to defer these amounts to an AAO and  
12 consider it? We have fought AAOs in the past in the  
13 courts and we have lost, so I would say they probably  
14 do have the authority to defer this. I just wouldn't  
15 know what the purpose to be that would be.

16 THE COURT: I was actually more  
17 interested in the second part. If it were deferred to  
18 a rate case, would the Commission have the authority  
19 to then make Ozark, and Ozark alone, pay that amount  
20 back? Or in the alternative, the transportation  
21 customers as a class, and not spread it over all of  
22 the ratepayers.

23 MR. POSTON: I do not believe the  
24 Commission would have the legal authority to transfer  
25 this debt to another customer, even within the same

1 class.

2 THE COURT: Now, Public Counsel is  
3 encouraging the Commission to order a payment plan; is  
4 that correct?

5 MR. POSTON: We believe that, yeah,  
6 that that could help the hospital situation. Yes.

7 THE COURT: Does Public Counsel believe  
8 that the Commission has the authority to order a  
9 payment plan?

10 MR. POSTON: I have not researched  
11 that, but I will say I think the Commission has very  
12 broad authority when it comes to rates and billing,  
13 and so I do believe that they do have that authority.  
14 But again, I have not specifically researched that  
15 issue.

16 THE COURT: If the Commission ordered  
17 Summit to provide a payment plan, would that violate  
18 the Takings clause?

19 MR. POSTON: Ordered Summit to --

20 THE COURT: Provide a payment plan in  
21 the length that is being requested by Ozark.

22 MR. POSTON: Takings in the sense that  
23 it would possibly be taken from Summit?

24 THE COURT: Yeah. Property.

25 MR. POSTON: Well, I guess it depends

1 on whether they would collect the whole amount and  
2 require Summit to eat a portion of Ozarks' bill.

3 THE COURT: Now, because this is a  
4 complaint case, do you believe that the Commission  
5 would have to find a violation of tariff order rule,  
6 et cetera, in order to order a payment plan?

7 MR. POSTON: I don't know what the  
8 legal argument would be that they could not order a  
9 payment plan, because this is a complaint case. So I  
10 believe they could. But again, that's another issue I  
11 have not researched to see whether complaints are more  
12 narrowly construed than that.

13 THE COURT: Okay. I don't have any  
14 other questions at this time.

15 Are there any questions from the  
16 Commission?

17 Hearing none, thank you, Mr. Poston.  
18 You can sit down.

19 And we will hear opening statement from  
20 our next party which is the staff of the Public  
21 Service Commission.

22 MS. MYERS: Good morning and may it  
23 please the Commission.

24 My name is Jamie Myers and again, I am  
25 here representing the staff of the Missouri Public

1 Service Commission. Staff witnesses, David Sommerer  
2 and Kimberly Bolin, have sponsored and pre-filed  
3 rebuttal testimonies that address some of the issues  
4 in this case. Mr. Summer and Ms. Bolin are here today  
5 to answer questions, so just briefly, I'll give an  
6 overview of staff's position and also hopefully answer  
7 some of the judge's questions.

8 First, staff recommends the Commission  
9 deny Ozarks' request that the Commission authorize or  
10 order Summit to track and defer Ozarks' unpaid bill,  
11 which primarily has been attributed to Ozarks'  
12 cash-out imbalances. Essentially, what Ozarks is  
13 requesting from the Commission is an accounting  
14 authority order that would allow Summit to defer  
15 Ozarks' unpaid bill and reserve that amount for  
16 consideration in Summit's next general rate case.  
17 AAOs have usually been used in Missouri to allow  
18 utilities to capture certain unanticipated costs that  
19 have not been included in ongoing rate levels.

20 Historically, the Commission has  
21 authorized AAOs when the costs in question were  
22 associated with an event that is extraordinary,  
23 unusual, or unique in nature, and not expected to  
24 recurring. Typically, the costs in question have also  
25 been material.

1                   Importantly, the authorization of an  
2 AAO is not a guarantee that the utility, or in this  
3 case Summit, will recover the costs included in an  
4 AAO. Recovery is determined in a subsequent general  
5 rate case. AAOs deviate from the Commissions general  
6 rate making methodology, and because of this, staff  
7 recommends the Commission only utilize AAOs in limited  
8 circumstances.

9                   While Storm Uri, the event itself, was  
10 extraordinary, Ozarks choosing to take on the risk of  
11 being a transportation customer, and further being  
12 unable to minimize its cash out imbalances, is not an  
13 occurrence staff recommends should warrant the use of  
14 an AAO. Further, as noted, the authorization of an  
15 AAO does not guarantee the recovery.

16                   Now, in its prefile testimony, Ozark  
17 has clearly asked that in Summit's next general rate  
18 case, that its bill, if deferred, be paid by all of  
19 Summit's retail rate payers. Conceptually, staff  
20 opposes this, but the Commission is not in a position  
21 to make that determination in this case. Instead,  
22 what would happen is in Summit's next general rate  
23 case, the costs of Ozarks' unpaid bill, should the  
24 Commission decide they are appropriate for recovery,  
25 will have to be allocated. Given that it's not

1 possible in a rate case to allocate a specific cost to  
2 a specific customer, and therefore charge only that  
3 specific customer, in all likelihood, the cost of this  
4 unpaid bill would have to be allocated to all  
5 customers within the transportation class which Ozarks  
6 is a member of, or possibly even allocated to all of  
7 Summit's customer classes.

8           Now, staff acknowledges Ozarks'  
9 important role, and the significant dollar impact of  
10 this bill. Staff recommends that a preferable  
11 solution would be a payment arrangement that allows  
12 Ozarks to pay its owed bill over time. Now, Ozarks  
13 has requested a payment arrangement with terms that  
14 would allow it to be paid over 10 years. Staff,  
15 however, would more likely support a payment  
16 arrangement that results in Ozarks paying its balance  
17 in no more than 5 years.

18           Again, staff witnesses, David Sommerer  
19 and Kimberly Bolin have sponsored and pre-filed  
20 rebuttal testimonies and are here today to answer  
21 questions on this topic. David Sommerer is the  
22 pertinent staff witness for questions regarding the  
23 ACA or PGA. Kimberly Bolin is the pertinent staff  
24 witness for questions regarding AAOs and general  
25 accounting treatments.

1                   And with that, Judge, if you have any  
2 more questions for me, I am also available. Thank  
3 you.

4                   THE COURT: Okay. Thank you. Does  
5 staff believe the Commission has the authority to  
6 order a payment plan?

7                   MS. MYERS: Judge, standing here today,  
8 that's not clear to me. I agree with Mr. Poston's  
9 remarks that's something that staff needs to research  
10 and appropriately brief. I will say I disagree with  
11 Ozarks' counsel that the Commission can rely on Tariff  
12 Sheet Number 37. I think the plain language of that  
13 tariff sheet says it's within the company's sole  
14 discretion to enter into the special circumstance  
15 payment arrangements. But further, what other  
16 authority the Commission pay have to order a payment  
17 arrangement, I think that's something that I could  
18 appropriately brief.

19                   THE COURT: Do you think that, as a  
20 complaint case, the Commission would first have to  
21 find a violation in order to do so?

22                   MS. MYERS: Well, again, should the  
23 Commission have the proper statutory authority to  
24 order a payment arrangement, I think that on itself is  
25 enough. And I say that because, you know, again, the



1 dispute here tends to be what would be the appropriate  
2 payment arrangement, the payment terms, and that  
3 itself is a dispute. So I would say, again, just  
4 relying on that statute itself that would allow the  
5 Commission to order a payment arrangement would be  
6 enough.

7 THE COURT: Why is staff encouraging a  
8 5-year as opposed to a 10-year payment plan?

9 MS. MYERS: Again -- and again, this  
10 might be a good question for Mr. Sommerer to ask as  
11 well, but a lot of these costs are already being paid  
12 through the PGA, and so to the extent that this  
13 lingers on, customers are not getting credited back  
14 through the PGA clause. So again, that was kind of  
15 our benchmark of no more than 5 years.

16 THE COURT: Did staff do any -- if the  
17 Commissioner were to grant an accounting authority  
18 order, has staff done any analysis of what the rate  
19 impact would be?

20 MS. MYERS: So, Judge, we have not.  
21 That's going to highly depend on how the costs are  
22 allocated. Are you allocating to one specific  
23 customer class, like the transportation class? Are  
24 you allocating to multiple classes? Again, it would  
25 highly depend on how they're allocated. And you know,

1 again, also things, are carrying costs allowed and  
2 things like that. So short answer is no, we have not.

3 THE COURT: Okay. If either the  
4 Commission were to order, or the Summit and Ozark were  
5 to agree to a payment plan, is interest appropriate?

6 MS. MYERS: Again, I think it depends  
7 on the terms. If it's an immediate payment that  
8 resolves the dispute, interest may not be appropriate.  
9 If it's going to be a longer time period, again, to  
10 make Summit whole, which ultimately would make the  
11 retail sales customers who are already paying this  
12 whole, or the firm sales customers who are paying this  
13 whole, then interest would be appropriate.

14 THE COURT: Are there any other -- let  
15 me ask it this way. Did Summit, to your knowledge,  
16 receive any special Commission treatment due to Winter  
17 Storm Uri?

18 MS. MYERS: So I know Summit, in  
19 particular for its PGA clause, does have an extended  
20 recovery period to spread those costs over a longer  
21 period of time. Again, that's somewhat -- not  
22 somewhat -- that is a customer benefit. Beyond that,  
23 off the top of my head, I cannot think of any other  
24 special relief that Summit has been granted.

25 THE COURT: Summit doesn't have an AAO

1 for any of these costs?

2 MS. MYERS: I don't think Summit does.

3 No.

4 THE COURT: And I'll be asking them  
5 that too, so I was just --

6 MS. MYERS: Yeah.

7 THE COURT: Asking to the best of your  
8 knowledge. Are there other utilities in Missouri that  
9 have received special Commission consideration due to  
10 impacts of Winter Storm Uri?

11 MS. MYERS: I don't know that they have  
12 received it yet. I know that on the electric side,  
13 there is a statute that allows for securitization of  
14 these costs, and I know that there's at least two  
15 utilities that are pursuing that right now.

16 THE COURT: Are there any questions  
17 from the Commission?

18 COMMISSIONER HOLSMAN: Judge, I have a  
19 question.

20 THE COURT: Go ahead, Commissioner  
21 Holsman.

22 COMMISSIONER HOLSMAN: Yes. Thank you.

23 Can you talk a little bit about  
24 verification of the tariff penalties in this? The  
25 \$500,000 amount, how much of that is tariff penalties,

1 and how much of it would actually have been incurred  
2 because of usage?

3 MS. MYERS: Okay. So I cannot answer  
4 that exact question. I know that staff witness, Dave  
5 Sommerer, is more familiar with the tariffs and how  
6 the penalties operate. So I can't say specifically  
7 how much of the total bill that's owed now is because  
8 of cash-out imbalance fees, or because of late fees.  
9 So again, I apologize, but that might be something  
10 maybe David Sommerer from staff could answer, or  
11 possibly Summit's witness, as well.

12 COMMISSIONER HOLSMAN: Okay. Thank  
13 you, Judge.

14 THE COURT: Are there any other  
15 Commission questions at this point?

16 COMMISSIONER SILVEY: Judge, this is  
17 Commissioner Silvey; I have a question.

18 THE COURT: Go ahead, Chairman.

19 COMMISSIONER SILVEY: Thank you, Judge.

20 To follow up on the question before  
21 Commissioner Holsman's question, just to clarify,  
22 outside securitization, your testimony was no other  
23 utility has received any special consideration for  
24 Winter Storm Uri yet; is that correct?

25 MS. MYERS: Well, on the gas side, I

1 believe all of the gas utilities on their PGA tariffs  
2 are now spreading the costs over longer periods of  
3 time. I think it's anywhere from three years to five  
4 years are the extended periods of time, and those are  
5 all the gas utilities. But costs beyond that, and  
6 again, setting aside the securitization case you  
7 mentioned, I'm not aware.

8 COMMISSIONER SILVEY: Okay. So this  
9 particular case is unique in what we've dealt with so  
10 far in how they're asking for treatment?

11 MS. MYERS: Yes. I would say it is.

12 COMMISSIONER SILVEY: Okay. Thank you.  
13 Thank you, Judge.

14 THE COURT: Thank you, Chairman.  
15 Are there any other Commission  
16 questions?

17 Okay. Thank you, Ms. Myers. You can  
18 step down.

19 And our final opening statement this  
20 morning will be from Summit Natural Gas of Missouri.

21 Mr. Cooper.

22 MR. COOPER: Thank you, Judge.

23 Dean Cooper on behalf on Summit Natural  
24 Gas in Missouri. ONC, I think it's been noted so far,  
25 is authorized to receive natural gas service as a

1 transportation customer under Summit's tariff.

2 Customers who elect transportation service must manage  
3 their own gas supply needs and must secure natural gas  
4 supply either directly from a pipeline supplier, or  
5 through the use of a market or broker who secure  
6 supply from a pipeline supplier on behalf of the  
7 customer.

8           The cash-out provision of Summit's  
9 tariff addresses the treatment of the transportation  
10 natural gas customers' imbalance between its use of  
11 natural gas and the actual amount of gas it has  
12 delivered on a monthly basis. If a transportation  
13 customer uses more gas than is delivered to Summit's  
14 system, this is a negative imbalance, and the cash-out  
15 provision requires the transportation customer to pay  
16 for the gas that Summit must supply in its place.

17           The charges at issue in this case have  
18 been calculated in accordance with Summit's tariff.  
19 The negative imbalance amount at issue in this case is  
20 the result of OMC's use of more gas than it delivered  
21 to the system in February of 2021. In other words,  
22 during that month, Ozarks, or OMC, was using natural  
23 gas purchased by Summit on behalf of its firm sales  
24 customers. Ozarks' net nominations for the month of  
25 February 2021, were 2,413 dekatherms, but its actual

1 consumption was 3,639 dekatherms, which resulted in a  
2 shortage, or negative imbalance of minus 1,225  
3 dekatherms, or as the company computes it, a negative  
4 imbalance of 33.67 percent.

5 Now, for perspective, Summit's tariff  
6 identifies 15 percent and over as the highest level of  
7 imbalance. So a 33.67 percent negative imbalance is  
8 fairly significant. It's probably also worth noting  
9 that this is not an operational flow order or an OFO  
10 case like the Commission may have seen in other  
11 circumstances. Summit never did issue an OFO in  
12 February of 2021, so this is just a standard cash-out  
13 provision under Summit's tariff that would take place  
14 any month during the year.

15 Mr. Hall focuses on Ozarks usage during  
16 this period of time in February 2021, but again,  
17 because this was just a standard cash-out situation,  
18 Ozarks had until the end of February to be in balance.  
19 Many of Summit's transportation customers used that  
20 opportunity to get back in balance by the end of the  
21 month; Ozarks did not.

22 One other matter that I think I would  
23 note -- and this might come up in questioning of the  
24 witnesses later because Your Honor had indicated some  
25 interest in the portions of the bill and that sort of

1 thing. I want to note that the amount that's  
2 identified as in controversy and the stipulation of  
3 facts as owed as of January 12th of 2022, is an amount  
4 that represents all amounts that were owed as of  
5 January 12, 2022, not just amounts due to the amounts  
6 of February 2021. So I think that's a distinction  
7 that we probably need to make as we move forward  
8 through the case.

9 THE COURT: Can you clarify that for  
10 me?

11 MR. COOPER: Yeah. What I am seeing --  
12 and I think I can see it first from Mr. Reeves direct  
13 testimony and the recap of payments and that sort of  
14 thing that happened -- I think it's his schedule three  
15 -- but there are amounts billed for other months that  
16 have not been paid. So that's what I mean by the fact  
17 that the total amount owed by Ozarks is more than just  
18 the amounts associated with February of 2021. And of  
19 course there would be late fees and some other things  
20 that would necessarily be considered to be a part of  
21 that February 2021 amount that was billed in March.  
22 But there are other amounts billed since then that  
23 have not been paid. Does that help, Your Honor?

24 THE COURT: It does. Which brings me  
25 to my next question, and I'll let you get back to your



1 opening. I'm sorry to interrupt. But in regard to  
2 these amounts, who would be the appropriate witness  
3 for me to ask for a breakdown of these amounts in  
4 terms of what's carryover from previous or other  
5 months, what is related to the Winter Storm Uri  
6 February usage, how much is penalties and late fees?  
7 And also, you know, what witness would I ask in regard  
8 to what the actual costs to Summit were?

9 MR. COOPER: Well, I think it's a  
10 combination of our witnesses, Mr. Marcum and  
11 Mr. McCarter. We do have -- because you suggested you  
12 would be interested in this, we do have a schedule  
13 that one, or the other, or both can probably talk to  
14 that lays out everything really from that February  
15 2021 associated March bill through present day that  
16 would kind of lay those things out, I think.

17 THE COURT: Now, in regards to these  
18 breakdowns, are those amounts that should be discussed  
19 in camera?

20 MR. COOPER: I think it's a question  
21 for Ozarks, ultimately.

22 MR. HALL: We would ask that that  
23 remain confidential, and I also believe by Commission  
24 rule this information would all be presumed  
25 confidential, so we would request an in camera

1 proceedings for any discussion of those numbers.

2 THE COURT: Thank you, Mr. Hall. And  
3 that's fine. I was just asking because the 400  
4 something thousand number has been bandied about quite  
5 a bit. I just wanted to see where the line is.

6 MR. COOPER: I think that number has  
7 been public all along, hasn't it? The --

8 MR. HALL: The cash-out debt in  
9 dispute, yes.

10 THE COURT: Okay. Thank you.  
11 Go on, Mr. Cooper.

12 MR. COOPER: Fairly briefly, I mean,  
13 I'm kind of to the list of issues itself, but not  
14 surprisingly, and as stated in our statement of  
15 position, Summit believes that the Public Service  
16 Commission should not address Ozarks' cash-out  
17 imbalance by authorizing or directing Summit to track  
18 and defer the imbalance as a regulatory asset for  
19 recovery in its next general rate proceeding.

20 There's been some discussion around  
21 this, as well. But the consequence of such Commission  
22 action would be to at least potentially require Summit  
23 to carry this amount on its books, perhaps without  
24 payment, until new rates are implemented following the  
25 company's next general rate case. It would

1 potentially require Summit's sales customers who --  
2 you may be familiar with their service territory, but  
3 it runs from almost to the Iowa border in Gallatin and  
4 Hamilton to almost the Arkansas border on the south  
5 has been referenced by Mr. Hall and the Ozarks'  
6 service territory for the medical facility extending  
7 into Arkansas. I think that many of those customers,  
8 most of those customers, are well outside Ozarks'  
9 service area for its medical services.

10           Additionally, there was the Takings  
11 question. We had stated that we believe that this AAO  
12 would violate the Takings clause, and at least on one  
13 level, that's because if such an AAO were issued and  
14 upheld, you're taking amounts that today are owed to  
15 Summit by this customer and you're turning that into  
16 an accounting mechanism for consideration in that next  
17 rate case.

18           I mean, that.s really the problem is  
19 that an AAO is not a guarantee of recovery. It merely  
20 provides for consideration that next rate case. And  
21 so I think you really have taken -- again, you've  
22 taken dollars that should be paid to the company under  
23 its tariff, under its tariff provisions, and you've  
24 turned them into something that maybe they'll get,  
25 maybe they won't get, in the future. And in fact, the

1 nature of the AAO and the court cases about that  
2 indicate that an AAO is no guarantee of recovery. So  
3 that is a significant problem with the AAO approach.

4 As to the second listed issue, we also  
5 believe the Public Service Commission should not, and  
6 may not, order Summit to address Ozarks' cash-out  
7 imbalance through a separate payment arrangement.  
8 Certainly, the company has talked about that, and I  
9 think it may continue to talk about that with Ozarks,  
10 but I don't think there's any authority in this tariff  
11 or otherwise that would permit the ordering of a  
12 payment plan in this situation.

13 Having said that, any payment  
14 arrangement for Ozarks, we believe should require  
15 variable interest equal to whatever is being charged  
16 through the ACA process for Summit for under recovered  
17 gas costs in order to keep Summit's sales customers  
18 whole. Again, many of which are located far and away  
19 from the site of the Ozarks facility.

20 Summit will present two witnesses  
21 today. I referenced them earlier, Mr. Phil Marcum and  
22 Mr. Walt McCarter. Mr. Marcum will appear in person  
23 today, and Mr. McCarter will appear by WebEx. And  
24 that's all I have, Your Honor.

25 THE COURT: Okay. Thank you. In

1 regard to the takings clause, and an AAO, you're  
2 saying because it's speculative, assuming that an  
3 accounting authority order were granted, wouldn't the  
4 determination of whether it was a taking occur  
5 dependent upon whether or not Summit did receive that  
6 amount back with the appropriate interest?

7 MR. COOPER: Ultimately, you know, that  
8 would be the test of whether, certainly, Summit  
9 received the dollars or not. But in the interim, I  
10 think that the government, in that situation again,  
11 has taken dollars that are owed to Summit that it  
12 could pursue through the process established under its  
13 tariff, or trying to recover those, you know, to  
14 include discontinuance of service. Or, you know, in  
15 the alternative, it can today file a civil suit  
16 against Ozarks if it so chose to try to recover those  
17 dollars. The effect of the AAO would be to take all  
18 those rights away from Summit and leave it really  
19 sitting and waiting to see what might happen at a  
20 point in time that could be years away.

21 THE COURT: And you indicated that you  
22 do not believe the Commission has the authority to  
23 order a payment plan. Why not?

24 MR. COOPER: Well -- and I agree with  
25 the others; I haven't found, so far, any authority one

1 way or the other. But I think that -- first off, I  
2 don't think that that Sheet 37 provision is actionable  
3 in this situation. I don't think it justifies a  
4 Commission order of a specific payment plan. But I  
5 also don't know of any other provision, and Commission  
6 rule, or statute that refers to that, so I guess I'm  
7 operating from sort of the general position for the  
8 Commission that unless it has been given the  
9 authority, it doesn't have the authority.

10 THE COURT: Now, what Summit is seeking  
11 at this point in time is for Ozarks to pay the  
12 complete amount in one payment; is that correct?

13 MR. COOPER: Well, I'm struggling just  
14 a little bit with your question, Your Honor, because  
15 it --

16 THE COURT: Well, then why don't you  
17 tell me what --

18 MR. COOPER: Yeah. It starts to invade  
19 a little bit, I guess, settlement discussions between  
20 the parties.

21 THE COURT: And I certainly don't want  
22 to do that. Then let me ask it a different way. What  
23 is Summit seeking from the Commission in regards of an  
24 order in this case?

25 MR. COOPER: Summit is seeking a -- to

1 the extent it's a complaint, denial of the complaint.  
2 And to the extent that it's a third-party request for  
3 an AAO, denial of that request. I think it's that  
4 simple for us.

5 THE COURT: Then Summit would have the  
6 authority to collect -- or Summit would be authorized  
7 to collect the complete amount if they wanted to.

8 MR. COOPER: Correct.

9 THE COURT: I'm going to ask you a few  
10 questions about Tariff Sheet 37, and I may also have  
11 those questions for witnesses, as well. Now, there's  
12 a clause in there that was referenced in the  
13 complaint. It says, "The company reserves the right  
14 to, and at its sole discretion, enter into separate  
15 imbalance agreement with shippers that take into  
16 consideration special circumstances." Has that clause  
17 been used before by Summit to grant special  
18 circumstances?

19 MR. COOPER: Yes. And as it sound like  
20 you will, Your Honor, ask the witnesses; we'll get  
21 more detail. But it is my understanding that it has  
22 been used and it's been used in circumstances where  
23 there are errors with a meter where a transportation  
24 customer is unable to establish how much they may have  
25 used in a particular month. Those sort of metering

1 issues that have driven them. That's the special  
2 circumstances the company has used in the past.

3 THE COURT: And is that how the company  
4 is viewing those special circumstances, just for meter  
5 errors and meter errors alone?

6 MR. COOPER: That's certainly what  
7 they've used it for in the past and that's what they  
8 believe it's appropriate for. Yes.

9 THE COURT: And I'm asking, it says at  
10 the sole discretion of Summit, but I mean, Summit  
11 received an extension of its ACA period I believe from  
12 how long -- from six months or a year to five years;  
13 is that correct?

14 MR. COOPER: Yes, Your Honor. It  
15 requested that because the bill impact for its  
16 individual customers would have just been extremely  
17 high had they collected it over a one-year period.

18 THE COURT: I guess I'm just wondering,  
19 why would that be a special circumstance by which  
20 Summit would get treatment to spread something out of  
21 a long period of time, but Summit does not consider  
22 Winter Storm Uri a special circumstance in regards to  
23 Tariff Sheet 37?

24 MR. COOPER: Well, the justification  
25 for spreading those under recovered gas costs over 5



1 years as opposed to the collection over a 12-month  
2 period ultimately was the result of a tariff provision  
3 for the company, a separate tariff provision. So it  
4 had nothing to do with this provision on Sheet 37 or  
5 even "the special circumstances" as used here. Now,  
6 certainly that tariff provision was implemented with  
7 an eye towards Uri and the impact on the customers  
8 that otherwise would have occurred in the absence of  
9 that provision.

10 THE COURT: Well, and I guess I'm just  
11 trying to look at this from a point of these costs --  
12 the cash-out costs are a result of Winter Storm Uri,  
13 and they are effecting one of your customers. So why  
14 does Summit not consider this a special circumstance?

15 MR. COOPER: In terms of Sheet 37, we  
16 just don't believe that it fits into what was intended  
17 by special circumstance in that situation. Now, I  
18 will say that we -- I don't want to leave you with the  
19 impression, Your Honor, that the company has  
20 maintained all along that it should be written a  
21 single check for the amounts that are due. The  
22 company certainly sees value to spreading costs over a  
23 period of time for Ozarks. So again, I don't want to  
24 -- I don't want to leave you with the impression that  
25 it's all or nothing for the company and how it has

1 dealt with this customer.

2 THE COURT: Now, staff in their opening  
3 statement indicated that they supported a payment plan  
4 with a length of five years. If the Commission  
5 ordered a payment plan, what would be the appropriate  
6 length of time?

7 MR. COOPER: I think we said in our  
8 statement of position no longer than five years,  
9 thinking about some of the issues that you raised,  
10 Your Honor. The fact that we have other customers  
11 that are -- under recovered gas costs that are being  
12 spread over five years already for other customers.

13 Now, having said that, one, I would  
14 point out that we're right now 14 months past when  
15 this bill came out, already, so we are effectively at  
16 least on a beyond one year payment plan already. And  
17 then the other thing I would note is that interest has  
18 some import to the other customers, and I think the  
19 longer your payment plan is, the even greater import  
20 that interest will have for other customers. So I  
21 think that aspect of it kind of goes hand in hand with  
22 the recovery time period that you're asking about.

23 THE COURT: Did Summit commit any  
24 violations that you're aware of in this case?

25 MR. COOPER: We certainly take the

1 position that the company did not.

2 THE COURT: Give me just a second,  
3 please. Has Summit looked at what the potential  
4 customer impact would be if the Commission granted an  
5 accounting authority order in this case?

6 MR. COOPER: We have not, specifically,  
7 Your Honor. And I think for the same reasons that  
8 maybe it was Ms. Myers that mentioned it, that  
9 depending upon what you assumed in terms of customer  
10 class impact and that sort of thing, it would drive  
11 different results.

12 THE COURT: Okay. Thank you.

13 Are there any questions from the  
14 Commission?

15 COMMISSIONER SILVEY: Judge, this is  
16 Commissioner Silvey; I have some questions.

17 THE COURT: Go ahead, Chairman.

18 COMMISSIONER SILVEY: Thank you.

19 I believe you testified earlier in your  
20 statement that there were other similar transportation  
21 customers that were out of balance that became back  
22 into balance by the end of the month; is that what you  
23 said?

24 MR. COOPER: That's correct.

25 COMMISSIONER SILVEY: Is this case the

1 only one that was not back in balance?

2 MR. COOPER: No.

3 COMMISSIONER SILVEY: There were other  
4 transportation customers not back in balance?

5 MR. COOPER: Correct.

6 COMMISSIONER SILVEY: And are any of  
7 them seeking any special treatment, or are they  
8 continuing to work through the existing tariff?

9 MR. COOPER: Working through the  
10 existing tariff or have already paid.

11 COMMISSIONER SILVEY: And to your  
12 knowledge, did this company, Ozark Medical, did they  
13 take any steps to get back in balance?

14 MR. COOPER: You probably should ask,  
15 Chairman, my witness, Mr. Marcum would be better to  
16 answer that.

17 COMMISSIONER SILVEY: Okay. That's  
18 fair.

19 Okay. Thank you. I think that's all I  
20 have at this time, Judge.

21 THE COURT: Thank you.

22 Are there any other Commission  
23 questions at this time?

24 Okay. Hearing none, Mr. Cooper, you  
25 may have a seat.

1                   And if there's nothing the Commission  
2 needs to address at this point, and I don't hear  
3 anything, Ozarks, you can call your first witness.

4                   MR. HALL: Thank you, Your Honor.  
5 Ozarks Healthcare calls Josh Reeves to the stand.

6                   Mr. Reeves, if you wouldn't mind  
7 sitting in --

8                   THE COURT: I apologize. We're not  
9 doing the podium. The witnesses have a seat over  
10 there. If you'll just stand there for just a second  
11 and raise your right hand to be sworn.

12                   THE COURT: Please be seated.

13                   Ozarks, it's your witness.

14 WHEREUPON,

15                                   JOSH REEVES,

16 called as a witness, and having been first duly sworn  
17 to tell the truth, the whole truth, and nothing but  
18 the truth, was examined and testified as follows:

19                                   DIRECT EXAMINATION

20 BY MR. HALL:

21                   Q     Mr. Reeves, good morning.

22                   A     Morning.

23                   Q     Would you please state your name and spell  
24 it for the stenographer?

25                   A     Yes. That's Josh Reeves. J-O-S-H. Last

1 name R-E-E-V-E-S.

2 Q And by whom are you employed and in what  
3 capacity?

4 A Ozarks Medical Center doing business as  
5 Ozarks Healthcare, and I am the Vice President of  
6 Development and Advocacy, and Director of Facilities.

7 Q And on whose behalf are you testifying  
8 today?

9 A Ozarks Medical Center.

10 Q Are you the same Josh Reeves who pre-filed  
11 direct and surrebuttal testimony in this docket?

12 A Yes, I am.

13 Q If I asked you the questions that are  
14 contained in that direct testimony, would your answers  
15 be the same, substantially similar?

16 A They would be. Yes.

17 Q And the same as to your surrebuttal  
18 testimony, if I asked the questions that are contained  
19 therein, would your answers be the same or  
20 substantially similar?

21 A Yes.

22 Q Do you have any corrections to make to your  
23 testimony at this time?

24 A I do not.

25 MR. HALL: Your Honor, at this time, I

1 move for the admission of Exhibits 100P, 100C, 101P,  
2 and 101C. Respectfully, Josh Reeves' direct  
3 testimony, public and confidential; and Josh Reeves'  
4 surrebuttal testimony, public and confidential.

5 THE COURT: Would you give me those  
6 numbers again, please?

7 MR. HALL: Of course. 100P, 100C,  
8 101P, 101C.

9 THE COURT: Okay. Are there any  
10 objections to the exhibits that Ozarks is offering for  
11 admission onto the record? Hearing none, Exhibits  
12 100P, 100C, 101P, and 101C will be admitted onto the  
13 hearing record.

14 (Exhibit 100P, Exhibit 100C, Exhibit  
15 101P, and Exhibit 101C were admitted.)

16 THE COURT: Go ahead, Mr. Hall.

17 MR. HALL: Thank you. And I tender the  
18 witness for cross.

19 THE COURT: Thank you. Going by the  
20 order proposed by the parties, I believe public  
21 counsel gets the first cross-examination questions.

22 MR. POSTON: Thank you.

23 //

24 //

25 //

CROSS-EXAMINATION

1  
2 BY MR. POSTON:

3 Q Good morning, Mr. Reeves.

4 A Morning.

5 Q My name is Marc Poston; I represent the  
6 Office of Public Counsel in this case. We represent  
7 the public in cases before the Commission. And I just  
8 have a few questions. In your testimony you say that  
9 you do not believe that the bill you received  
10 accurately reflects Summit's costs to serve the  
11 hospital, OMC. Is there anything specifically about  
12 that bill that you believe is inaccurate? Why do you  
13 believe it's not accurate?

14 A Just from my understanding that the majority  
15 of the bill, or some of the bill, is the tariff, the  
16 tax, not actually gas purchased to make up for the  
17 under nomination.

18 Q So you're saying you think it's not accurate  
19 because you don't believe that total amount includes  
20 all gas purchases that were made to make up for the  
21 needs that the hospital had; is that accurate?

22 A I don't know if the way that you stated that  
23 is accurate. So from my standpoint and the hospital  
24 standpoint, we think the total bill isn't necessarily  
25 what it costs Summit to make sure that we had enough



1 gas to supply service to the hospital.

2 Q Okay. And what is the basis for that? For  
3 claiming that you don't believe that was an accurate  
4 bill?

5 A We haven't seen that amount from Summit, or  
6 a breakdown, necessarily, of the amount. That's why  
7 it was just a question.

8 Q Okay. And then is it the company's position  
9 that Summit did not follow its tariff in assessing  
10 this bill?

11 A Not necessarily, and I'll rely on counsel to  
12 answer that question. We are not experts on the  
13 tariff, and that, I think, is part of the problem here  
14 is that it feels to us that we don't quite understand  
15 fully what the bill was.

16 Q Okay. That's all I have. Thank you.

17 THE COURT: Any cross-examination from  
18 staff?

19 MS. MYERS: No questions, Judge.

20 THE COURT: Any cross-examination from  
21 Summit Natural Gas?

22 MR. COOPER: Yes, Your Honor.

23 CROSS-EXAMINATION

24 BY MR. COOPER:

25 Q Mr. Reeves, I think it's in your testimony,

1 Ozarks Medical Center is located in West Plains,  
2 Missouri; correct?

3 A Correct.

4 Q And you would agree that OMC is a  
5 transportation customer of Summit?

6 A That is correct.

7 Q And as a result of that status, is it your  
8 understanding that Ozarks is responsible for  
9 delivering to the Summit system the gas that Ozarks  
10 will burn?

11 A Through contract with a gas marketing  
12 company, yes.

13 Q And that was going to be my next question.  
14 OMC personnel don't do that themselves, do they?

15 A They do not. No.

16 Q And as you said, you contract with a broker  
17 or marketer to perform that service on your behalf?

18 A Yes, correct.

19 Q And is that broker or marketer Ozarks  
20 Natural Gas?

21 A It is.

22 MR. COOPER: Your Honor, I'd like to  
23 mark an exhibit at this time. Now, it's a  
24 confidential document but I don't plan to ask anything  
25 that I think would force us to go in camera at this

1 time. Would that be Exhibit 200, Your Honor?

2 THE COURT: Okay. Would you describe  
3 Exhibit 200?

4 MR. COOPER: This is going to carry the  
5 title "Brokerage Agreement."

6 THE COURT: Has that document been  
7 provided to the other parties?

8 MR. COOPER: Well, it came from one of  
9 the other parties, but I'm going to hand out copies to  
10 everyone. Yes, Your Honor.

11 THE COURT: Is there any party that  
12 hasn't seen this exhibit? And I see that OPC is  
13 indicating they have not. So why doesn't everybody  
14 take just a moment to look at it before I ask if  
15 anyone has an objection.

16 UNIDENTIFIED SPEAKER: Judge, what was  
17 the exhibit number on this one?

18 THE COURT: 200, I believe.

19 UNIDENTIFIED SPEAKER: 200. Okay.

20 THE COURT: A few seconds.

21 And this would 200C; correct? And it's  
22 confidential?

23 MR. COOPER: Correct. Yes.

24 THE COURT: At this point, are there  
25 any objections to admitting Exhibit 200C onto the

1 hearing record?

2 MR. HALL: Well, only as a nature of  
3 course, I don't believe Mr. Cooper has laid the  
4 foundation for submitting this into the record at this  
5 time.

6 THE COURT: And you haven't asked to  
7 admit it yet, have you?

8 MR. COOPER: I have not.

9 THE COURT: My apologies. Go ahead.

10 BY MR. COOPER:

11 Q Mr. Reeves, do you have what has been marked  
12 as Exhibit 200C?

13 A I do.

14 Q Do you recognize that?

15 A I do.

16 Q And is that the agreement that OMC has with  
17 Ozarks Natural Gas?

18 A It is.

19 MR. COOPER: Now, at this time, I would  
20 offer that exhibit, Your Honor.

21 THE COURT: Any objections to admitting  
22 Exhibit 200C, the brokerage agreement, onto the  
23 hearing record?

24 MR. POSTON: No objections, Your Honor.

25 THE COURT: I see no other objections,

1 so Exhibit 200C will be admitted onto the hearing  
2 record.

3 (Exhibit 200C was admitted.)

4 THE COURT: Go ahead, Mr. Cooper.

5 BY MR. COOPER:

6 Q Mr. Reeves, in your surrebuttal testimony  
7 you state, "The benefit of an AAO is that the  
8 Commission can grant relief to both SNGMO and OMC  
9 while minimizing the impact to consumers by spreading  
10 OMC's cash-out debt amongst all of SNGMO's sales  
11 customers." Do you recall that?

12 A I do.

13 Q Now, by all of SNGMO's sales customers, I  
14 assume you include Summit's customers in Gallatin and  
15 Hamilton?

16 A All of their customers, I believe, is what I  
17 put in the testimony.

18 Q So you would include Gallatin, Hamilton,  
19 Warsaw, Branson, O C H Beach, wherever Summit has  
20 customers; correct?

21 A I'm not familiar with every location that  
22 Summit has customers.

23 Q Do you know what counties are in Summit's  
24 Rogersville rate area?

25 A I do not.

1 Q Now, also in your surrebuttal testimony, you  
2 state that OMC is uniquely situated as the sole  
3 inpatient provider for an eight-county area; correct?

4 A Correct.

5 Q And when you refer to eight counties, you  
6 refer to six counties in Missouri and two counties in  
7 Arkansas; correct?

8 A Correct.

9 Q And those six counties in Missouri are  
10 Howell, Orton, Shannon, Texas, Douglas, and Ozark?

11 A I believe so. Yes.

12 Q Now, I guess you'd agree with me that Summit  
13 Natural Gas in Missouri does not provide service to  
14 Arkansas; correct?

15 A I believe you are correct, but like I said,  
16 I don't know the extent of Summit's coverage area.

17 Q And so I guess similarly, it would not  
18 surprise you if you found out that out of the six  
19 Missouri counties that you identified, Summit only  
20 provides service to three of them, Howell, Texas, and  
21 Douglas.

22 A Like I said, I'm not familiar with all of  
23 Summit's service area.

24 MR. COOPER: That's all the questions I  
25 have. Thank you.

1 THE COURT: Thank you.

2 I have a few questions, and I'm going  
3 to remind everybody that if I start to ask something  
4 that people believe I ought to go in camera for,  
5 please let me know.

6 Mr. Reeves, why did Ozarks elect to be  
7 a transportation customer?

8 THE WITNESS: Primarily because of  
9 costs. That's the driving factor of it. The rates  
10 provided by the market are typically less than we  
11 would pay if we were a direct customer of Summit.

12 THE COURT: Did Ozarks understand at  
13 the time that they entered into this agreement, did  
14 you understand the cash-out provision?

15 THE WITNESS: The parties that signed  
16 the agreement no longer work of Ozarks Medical Center.  
17 It was signed in 2012, so I cannot tell you if they --  
18 if they understood or didn't understand the cash-out  
19 provision.

20 THE COURT: Do you understand the  
21 cash-out provision?

22 THE WITNESS: I understand kind of on a  
23 global level the cash-out provision, not necessarily  
24 all the details about the tariff.

25 THE COURT: Is this the only time that

1 Ozark has been subject -- and I'll just say OMC has  
2 been subject to Summit's cash-out provision?

3 THE WITNESS: No. Actually, we -- I  
4 wouldn't say frequent, but it's not -- it occurs a few  
5 times a year that we'll be subject to the cash-out  
6 provision. But in the past history, it's usually, you  
7 know, 100s to a few thousand dollars at the most.

8 THE COURT: Do you adjust your contract  
9 usage to avoid triggering the cash-out provision?

10 THE WITNESS: That's a question that I  
11 would have to speak to the marketer about.

12 THE COURT: When was the last time you  
13 spoke with the marketer about gas usage and the  
14 cash-out provision?

15 THE WITNESS: We have spoken to the  
16 marketer several times in the last year. Probably the  
17 last time I spoke to him was within the last 30 days.

18 THE COURT: Did you speak to the  
19 marketer prior to the February cold weather event?

20 THE WITNESS: I cannot recall  
21 specifically speaking to him about the cash-out  
22 provision immediately prior to the February event.

23 THE COURT: Does OMC have any sort of  
24 gas hedging policy in place?

25 THE WITNESS: We do have an emergency



1 backup propane system for use in cases of emergency or  
2 if there's a disruption in the supply.

3 THE COURT: Is that your only policy to  
4 address fluctuations in natural gas?

5 THE WITNESS: It is. Yes. Currently.

6 THE COURT: If OMC has to pay this bill  
7 in full, what will be the impact to OMC?

8 THE WITNESS: So Ozarks Healthcare is a  
9 community-based non-profit hospital, where the margin  
10 -- I don't want to say profit -- where the margin of  
11 our facility every year goes back into our  
12 organization and paying this bill in full immediately  
13 would take away from something that would effect  
14 patient care. So if we have to pay a half a million  
15 dollars, that's a half million dollars that we don't  
16 have for ultrasound machines. It's a half a million  
17 dollars we wouldn't have for nurse bonuses, physician  
18 bonuses. We operate on very small margins at our  
19 organization. Usually less than five percent. In the  
20 last couple of years, less than one percent margin.

21 THE COURT: And if this is an in camera  
22 question, let me know. Is OMC currently solvent?

23 THE WITNESS: I would prefer that we  
24 discuss financial matters in a more confidential  
25 setting.

1 THE COURT: Fair enough. Thank you. I  
2 will at some point go in camera and address that, and  
3 I'll address what I can without that. I'm a little  
4 curious because it wasn't really specific in the  
5 pre-filed testimony that I read, why did the propane  
6 backup fail?

7 THE WITNESS: So we had a service  
8 technician that came the day that we were requested to  
9 curtail, and both staff at the hospital and the  
10 service contractors concluded that just because of the  
11 extreme cold, and we had also just had winter  
12 precipitation a couple of days before, it was just the  
13 combined factors, mechanically, it would not work,  
14 after eight hours of trying.

15 THE COURT: Has OMC ever had to use  
16 their propane backup before?

17 THE WITNESS: Yes.

18 THE COURT: And it functioned?

19 THE WITNESS: Yes.

20 THE COURT: And how often is OMC's  
21 propane backup serviced?

22 THE WITNESS: So it's tested quarterly  
23 and there's usually at least two times a year, and  
24 these are federal regulations that we have to follow.  
25 We have to fully run our system two times a year off

1 of the propane system, whether, you know, emergency or  
2 not, just as part of a test.

3 THE COURT: Was it explained to you  
4 when they say that it failed because of the extreme  
5 cold what exactly that meant?

6 THE WITNESS: No. But I mean, I've  
7 been dealing with buildings and facilities most of my  
8 adult life, and when you have that sort of extreme  
9 weather, machines and equipment do fail.

10 THE COURT: Just for clarification,  
11 when you say fail, you don't mean that there was no  
12 propane on the property available?

13 THE WITNESS: No. I mean that there  
14 has to be an adequate pressure, an adequate mix of air  
15 and propane to be able to power the system, and those  
16 parameters weren't met in a way to be able to operate  
17 the equipment at the hospital.

18 THE COURT: Do you know if the propane  
19 reserves had been available and functioning, would it  
20 have been adequate to cover most of the gas overage in  
21 this case?

22 THE WITNESS: I -- I -- without knowing  
23 exactly the volume of the overage and how much our  
24 usage would have been those three days, I would hate  
25 to speculate. I don't know the answer to that.

1 THE COURT: Under normal operating  
2 conditions, is the propane backup set to function a  
3 set amount of time?

4 THE WITNESS: Yes. 96 hours.

5 THE COURT: So it would not have  
6 covered three days under normal usage regardless? No.  
7 That would have just covered.

8 THE WITNESS: It would have.

9 THE COURT: I'm sorry. I apologize.  
10 My math is falling apart. Now, when you say that it  
11 would jeopardize the services provided by OMC, in  
12 order to pay -- wait. I think that's more of an in  
13 camera question.

14 (Non-Confidential portion of this  
15 transcript ends.)

16 //

17 //

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1 (Non-Confidential portion of this  
2 transcript begins.)

3 THE COURT: Now, I hate to do this  
4 because I was hoping we could get through this witness  
5 before taking a break, but it is now 11 o'clock and  
6 we've been going for a solid two hours, so I'm going  
7 to at this point take about a 15-minute recess and  
8 we'll come back and we'll finish out your testimony,  
9 Mr. Reeves.

10 So it is now 11:03. Why don't we call  
11 come back at 11:20. And we will go off the record  
12 now.

13 (Off the record.)

14 THE COURT: Mr. Reeves, I'll remind you  
15 that you're still under oath. I still have a few more  
16 questions I wanted to ask you that are not in camera  
17 questions. So how does OMC become aware when it has  
18 exceeded its contract gas usage?

19 THE WITNESS: Typically, and of course  
20 the February 2021 winter storm was an exception, when  
21 we get the bill, that's when we know.

22 THE COURT: Now, you said that the  
23 Winter Storm Uri was the exception. How were you  
24 notified that you had exceeded your contract usage in  
25 regards to Winter Storm Uri?

1 THE WITNESS: We were notified by the  
2 marketer. And I apologize, I don't know when, but we  
3 were notified by the marketer.

4 THE COURT: What steps did OMC take to  
5 curtail its usage, if any?

6 THE WITNESS: By the time that we were  
7 notified that there was going to be an issue, it was  
8 too late for us to do anything about it.

9 THE COURT: Does OMC have any --  
10 outside of the propane backup, does OMC have any  
11 curtailment plans?

12 THE WITNESS: Not for the main  
13 hospital. We were able to curtail usage at outpatient  
14 facilities, facilities that didn't host critical  
15 services. So those -- those we were all able to  
16 curtail, but the main hospital, the emergency room,  
17 and the inpatient spaces, they have to remain open.

18 THE COURT: Is there somebody tapping  
19 their foot or drumming on their desk that's not muted?  
20 Okay. We're going to attempt to move on through with  
21 the background heartbeat.

22 Are there any Commission questions at  
23 this point?

24 COMMISSIONER SILVEY: Judge, this is  
25 Commissioner Silvey. I have some questions.

1 THE COURT: Chairman, go ahead.

2 COMMISSIONER SILVEY: Thank you.

3 So just to recount once more, OMC is a  
4 transportation customer; is that correct?

5 THE WITNESS: Yes. That's correct.

6 COMMISSIONER SILVEY: And OMC could  
7 choose to be a regular supply customer, but they've  
8 chosen not to; is that correct?

9 THE WITNESS: That is correct.

10 COMMISSIONER SILVEY: And why did OMC  
11 choose to not a normal supply customer but choose to  
12 be a transportation customer?

13 THE WITNESS: To decrease costs,  
14 primarily.

15 COMMISSIONER SILVEY: So one of the  
16 main benefits of being a transportation customer is  
17 that you could realize decreased costs immediately,  
18 but you expose yourself to the risk of the open market  
19 from the marketer; is that correct?

20 THE WITNESS: Yes. That is correct.

21 COMMISSIONER SILVEY: Okay. If that is  
22 the case, then why should this Commission provide you  
23 relief for the ramifications of a risk that you  
24 willingly took on?

25 THE WITNESS: I think the circumstances

1 around Winter Storm Uri and the market conditions at  
2 the time were exceptional. If we would have ever  
3 thought that that were to happen, or expect that to  
4 happen again, then we would have to reevaluate that  
5 risk. We think that it's an extraordinary occurrence.

6 COMMISSIONER SILVEY: So you believe  
7 that the winter storm mitigates your risk for  
8 receiving decreased costs on the short term, but  
9 taking a long-term risk? You think that the storm  
10 mitigates that risk for you?

11 THE WITNESS: I think the circumstances  
12 around those events were unforeseen by either us or  
13 anyone else in this room.

14 COMMISSIONER SILVEY: So we should  
15 provide you relief because you didn't assume all of  
16 the risks that could possibly happen from your  
17 decision?

18 THE WITNESS: Given the nature of the  
19 business that we do, and given the events that  
20 occurred, yes.

21 COMMISSIONER SILVEY: Okay. Judge, no  
22 more questions at this time. I may have more later.  
23 Thank you.

24 THE COURT: Thank you, Chairman.

25 Any other Commission questions --



1                   COMMISSIONER HOLSMAN: Judge, I've got  
2 a question.

3                   THE COURT: Go ahead, please.

4                   COMMISSIONER HOLSMAN: Thank you.  
5 Since this has happened, you mentioned that you guys  
6 have done maintenance, you've got the backup reserve  
7 propane back online and it's working. Have you done  
8 any evaluation of conservation or efficiency measures  
9 that would see you using less gas today and in the  
10 future?

11                  THE WITNESS: Yes. Actually, we have.  
12 We contracted with a firm in Arkansas to basically do  
13 retro commissioning of our plant. And that included  
14 not just gas uses but also HVAC and electrical usage  
15 in the facility.

16                  COMMISSIONER HOLSMAN: Okay. You  
17 mentioned that you have 76 percent of your patient  
18 clientele is on government assistance or government  
19 provided care. How does that work then with the CMS  
20 on the regulation of those patients? Is there any  
21 factors that interplay with that organization, the  
22 Center for Medicare, or Medicaid Services?

23                  THE WITNESS: Yeah. They -- basically,  
24 they accredit the hospital and the provide regulations  
25 that we have to meet to maintain the ability to accept

1 payments. And that -- you know, those regulations  
2 effect everything from, you know, the -- how much  
3 propane we have in our -- in our backup systems, to  
4 very detailed patient care regulations. So we're  
5 constantly monitored by CMS and sometimes Department  
6 of Health and Senior Services on behalf of CMS. I  
7 hope that answered your question.

8 COMMISSIONER HOLSMAN: Yeah. That  
9 does. Was OMC in violation of any of CMS' rules or  
10 policies during Winter Storm Uri?

11 THE WITNESS: Not to my knowledge.

12 COMMISSIONER HOLSMAN: Okay. And then  
13 you talked about what you're doing currently with the  
14 marketers being sort of confidential because an  
15 attorney was present. Can you tell me if you are  
16 attempting to negotiate more favorable fuel costs or  
17 any other -- so Chairman Silvey had identified that  
18 you've chosen to be a transportation company, knowing  
19 the risks that are associated with the benefit you're  
20 getting by that designation. Is there ongoing  
21 discussions or negotiations about moving away from  
22 being a transportation company, so that this doesn't  
23 happen again?

24 THE WITNESS: We are evaluating -- yes.  
25 We are evaluating -- I don't have an answer yes or no.

1 But we, just part of normal process, business process,  
2 we evaluate that every year, so --

3 COMMISSIONER HOLSMAN: You mentioned  
4 that some of the hardships that if you had to pay this  
5 were associated with staff bonuses and other fiscal  
6 requirements there. Do you have any patient related  
7 hardships that would be evident if this bill were  
8 required to pay in full?

9 THE WITNESS: I would just say that  
10 everything we do is primarily patient related, and  
11 it's not like this money was obligated to a bucket  
12 where it's just, you know, something that touches a  
13 patient. Anything that we take away from our budget  
14 is going to affect patient care.

15 COMMISSIONER HOLSMAN: Okay. And you  
16 stated earlier that five years was the minimum amount  
17 on a repayment that you feel comfortable that you  
18 could successfully complete?

19 THE WITNESS: Yeah. Preferably longer.

20 COMMISSIONER HOLSMAN: Okay.

21 All right. Thank you, Judge.

22 THE COURT: Thank you, Commissioner.

23 Any other Commissioner questions?

24 Hearing none, I have one last question,  
25 and maybe a follow up to it. And that is, we haven't

1 really talked about an accounting authority order. Do  
2 you understand what one is?

3 THE WITNESS: High level, yes.

4 THE COURT: Okay. Why do you believe  
5 an accounting authority order is appropriate in this  
6 case to spread OMC's bills out over the other rate  
7 paying customers in Missouri? Summit's other rate  
8 paying customers.

9 THE WITNESS: Given the circumstances  
10 of what happened during the storm and given the effect  
11 that it would have on a substantial portion of  
12 Summit's customers that are our base, and I would -- I  
13 would say that, you know, we have a core area that we  
14 serve, but we serve patients all across Southern  
15 Missouri, that is the only way that we have to pass  
16 costs along to customers.

17 THE COURT: That would -- correct me,  
18 that might pass -- it would pass it to Summit's  
19 customers, but you don't know -- there's no way to  
20 tell how many of those customers that would be using  
21 OMC services are also Summit customers?

22 THE WITNESS: That's correct.

23 THE COURT: Are there any questions  
24 based upon commission and bench questions?

25 I see none. Is there any redirect from

1 Ozarks?

2 MR. HALL: Briefly, Your Honor.

3 REDIRECT EXAMINATION (Cont'd)

4 BY MR. HALL:

5 Q Mr. Reeves, Mr. Poston from Public Counsel  
6 asked you about any disputes you've had with the  
7 billing from Summit Natural Gas. You've worked for  
8 Ozarks Medical Center for the past seven years;  
9 correct?

10 A Correct.

11 Q Over that time, have you ever seen a  
12 cash-out imbalance reaching the level that's in this  
13 case?

14 A I haven't. You know, I briefly went through  
15 and looked. We've had some that were, you know, a few  
16 thousand bucks. Less -- way -- you know, less than  
17 \$5,000. But I've never seen anything approximate  
18 this.

19 Q Do you know of any cash-out imbalance from  
20 before your time at Ozarks Medical Center that reached  
21 this level in terms of dollar amount?

22 A No.

23 Q And does that discrepancy between the past  
24 experience and what we're seeing now, does that play  
25 into your reservations about the reasonableness of

1 this bill?

2 A Yes.

3 Q Mr. Cooper has mentioned, and I believe the  
4 Commission has asked you about any type of payment  
5 discrepancies that have occurred since this case has  
6 initiated. Mr. Reeves, let me ask you, to your  
7 recollection, did the April 2021 bill include a  
8 carryover of the cash-out debt that's in question?

9 A If memory serves me, the total amount was on  
10 the April bill.

11 Q If it would be of any help -- and this will  
12 not get into confidential matters -- Mr. Reeves, do  
13 you have a copy of your testimony in front of you?

14 A I do not. No.

15 MR. HALL: Judge, if I may approach?

16 THE COURT: Go right ahead.

17 BY MR. HALL:

18 Q Mr. Reeves, do you now have a copy of your  
19 direct testimony in front of you?

20 A Yes, I do.

21 Q Could you please turn to the confidential  
22 bill statements? I believe you've attached them as  
23 Schedule 3.

24 A You're referring to the April 2021 bill?

25 Q Correct. So without getting into the

1 numbers of anything that would be confidential, is it  
2 correct that this bill includes carryover of the  
3 imbalance cash-out that's being disputed from the  
4 March bill?

5 A Yes, it does.

6 Q Does that also continue on the May 4, 2021,  
7 bill as well?

8 A It does. Yes.

9 Q And is it fair to say that continues  
10 throughout the remainder of the year of 2021 into  
11 today; correct?

12 A It does. Yes.

13 Q Over that time period, Ozarks Healthcare has  
14 been paying for its gas on a monthly basis; correct?

15 A That is correct.

16 Q Do you believe that there could have been  
17 any discrepancy that's been described by Mr. Cooper  
18 because Ozarks Healthcare is paying for the gas that  
19 it used on a monthly basis while the bills that are  
20 coming in are a larger sum that accounts for the total  
21 disputed amount?

22 A I do believe that that could be correct,  
23 yes.

24 THE COURT: Say that again, please.

25 MR. HALL: Your Honor, my question?

1 THE COURT: Yes.

2 MR. HALL: Pardon me, Your Honor. I'm  
3 trying to think exactly how I phrased it.

4 BY MR. HALL:

5 Q Mr. Reeves, do you believe that one  
6 explanation for the discrepancy that Mr. Cooper has  
7 explained, and that has been asked of you, is that  
8 while Ozarks Healthcare has been paying gas after  
9 April 2021 on a monthly basis going forward, the total  
10 disputed amount is still being included in monthly  
11 bills going forward?

12 A Yes, it is. Yes, I believe that.

13 MR. HALL: Your Honor, I have no  
14 further questions.

15 THE COURT: Is there any reason that  
16 this witness needs to be kept, subject to recall?  
17 None?

18 Mr. Reeves, you are dismissed.

19 And if we can go off the record for  
20 just a second, there's a technical matter I need to  
21 address.

22 (Off the record.)

23 THE COURT: -- with the livestream, as  
24 such, so that the public is able to hear what's going  
25 on, we're going to attempt to resolve those and we are



1 going to recess for an early lunch, if everyone can  
2 come back at 1:00. And we will go off the record.

3 (Off the record.)

4 THE COURT: OMC, we just released  
5 witness, Josh Reeves. You don't have any other  
6 witnesses do you, Mr. Hall?

7 MR. HALL: No, Your Honor.

8 THE COURT: Okay. Then we will move on  
9 to staff. Staff, you may call your first witness.

10 MS. MYERS: Thank you, Judge. Staff  
11 would call, David Sommerer.

12 THE COURT: Mr. Sommerer, if you will  
13 come up and raise your right hand to be sworn when you  
14 get to the witness box.

15 WHEREUPON,

16 DAVID SOMMERER,  
17 called as a witness, and having been first duly sworn  
18 to tell the truth, the whole truth, and nothing but  
19 the truth, was examined and testified as follows:

20 DIRECT EXAMINATION

21 BY MS. MEYERS:

22 Q Mr. Sommerer, please state your full name  
23 and spell it for the record.

24 A David Sommerer, S-O-M-M-E-R-E-R.

25 Q Thank you. And where are you employed and

1 in what capacity?

2 A I am employed by the Missouri Public Service  
3 Commission, and I am the manager of procurement  
4 analysis.

5 Q And are you the same David Sommerer who  
6 prepared, or caused to be prepared rebuttal testimony  
7 in this matter that staff is marking as Exhibit 300?

8 A Yes.

9 Q Do you have anything you wish to correct in  
10 this testimony?

11 A No.

12 Q So if I asked you the same questions today  
13 would your answers be the same?

14 A Yes.

15 Q Is the information in these documents true  
16 and correct to the best of your knowledge and belief?

17 A Yes.

18 MS. MYER: Your Honor, Staff would  
19 offer Exhibit 300 and tenders Mr. Sommerer for cross.

20 THE COURT: Any objections to admitting  
21 Exhibit 300, Mr. Sommerer's testimony onto the hearing  
22 record? I see none. Therefore, Exhibit 300,  
23 Mr. Sommerer's testimony is admitted onto the hearing  
24 record.

25 (Exhibit 300 was admitted.)

1 THE COURT: Go ahead. Or did you  
2 already tender the witness?

3 MS. MYERS: I did tender the witness,  
4 thank you.

5 THE COURT: I apologize. I have first  
6 Summit to do cross examination.

7 MR. COOPER: No questions, Your Honor.

8 THE COURT: Any cross-examination from  
9 Public Counsel?

10 MR. POSTON: No questions.

11 THE COURT: Any cross-examination from  
12 OMC?

13 MR. HALL: No questions, Your Honor.

14 THE COURT: Well, I have a few  
15 questions, and I'll try to be brief. And  
16 unfortunately, this largely stems from my lack of  
17 understanding as to how the cash-out provision works  
18 with the ACA. So I was hoping that you could explain  
19 that to me in very lay terms, so that I can get what  
20 part of it is going through the ACA, and from at least  
21 what I have read, how it is reconciled.

22 THE WITNESS: Certainly, so the ACA is  
23 fundamentally a comparison between actual gas cost and  
24 build gas cost. And that is done on an annual basis.  
25 It is required by tariff in the purchase gas

1 adjustment clause. So in essence, this is  
2 oversimplifying it, but you take the invoices that  
3 were paid by the company for natural gas, and you  
4 compare those invoices, or actual costs with the PGA  
5 revenues that were billed to the customers.

6 In a perfect world that comparison  
7 would be around zero. There would be no under  
8 recovery of gas costs, or over recovery. There always  
9 is going to be some difference in the estimated gas  
10 cost rate, which is the purchase gas adjustment rate,  
11 and the actual gas cost incurred by the company. So  
12 that's the ACA balance, or ACA account.

13 So where cash-outs come into play, and  
14 they are typically a part of the transportation  
15 provisions of the company's tariffs, is there is a  
16 recognition that the transportation customer can't  
17 perfectly align what it uses at let's say a plant, or  
18 a hospital, versus what its marketing company delivers  
19 to the city gate, or the entry point to the  
20 distribution system. So those two numbers have to be  
21 reconciled in some way.

22 So you might ask yourself, what happens  
23 when a particular transportation customer burns or  
24 uses natural gas at the meter, versus what the  
25 marketing brings in to the distribution system of the

1 gas company. And that would be let's call it an  
2 under-delivery, and the company has to supply that gas  
3 to the plant, or to the transportation customer on a  
4 temporary basis by buying supply from let's say a gas  
5 producer. And that is how the plant continues to  
6 operate, even though it has not bought enough gas for  
7 itself.

8                   So how is that process reconciled in  
9 terms of the ACA process? You've got now invoices  
10 that reflect not only what is being burned and  
11 consumed by residential and commercial sales  
12 customers, but part of that invoice reflects cost that  
13 have in essence been born by the company, and the  
14 molecules have been sent to the plant to make up a  
15 short fall.

16                   And there is a monthly provision that  
17 mathematically compares the entire usage for  
18 particular transportation customer at a hospital,  
19 again, let's say, for example, versus what was brought  
20 in or credited by the marketing company for that  
21 hospital. And to the extent that's an under-delivery,  
22 the company would charge that particular customer for  
23 the under-delivery. And then that way that credit, or  
24 those monies that the company receives from the  
25 transportation customer for the under-delivery can

1 come back and compensate the sales customers who have  
2 born those extra gas supplies temporarily. So a  
3 cash-out is just what it sounds like it is. It is  
4 trying to eliminate any over or under recovery on a  
5 monthly basis.

6 THE COURT: And I think I understand.  
7 So am I getting this right that if the cash-out amount  
8 is not paid within the ACA time period, is it the  
9 general rate payers who bear that cost?

10 THE WITNESS: Generally speaking,  
11 that's true. And that's a really good and important  
12 question. If the company is waiting to credit the ACA  
13 account until it receives the money from the  
14 transportation customer, those invoices are going to  
15 be born or carried by the residential commercial sales  
16 customers. They're bearing those costs because you  
17 haven't received that cash-out credit from the  
18 transportation customer.

19 In this particular case, and I'm not  
20 exactly sure why, but it appears that Summit may have  
21 credited the ACA account, not so much based on  
22 collections, but based upon billings. In other words,  
23 if it bills a cash-out to the hospital, okay, for 400  
24 and some thousand dollars, we believe it has gone and  
25 has credited the ACA account. So if it does that, who

1 is bearing that burden? Well, it's no longer the  
2 residential sales customers anymore, it is the  
3 company, because they haven't gotten the cash.

4 Now that is not a typical situation.  
5 We believe the tariffs, when reading them, would  
6 require the company to credit the ACA account when  
7 it's -- the money is received. If you look at the  
8 tariff it says, "Revenues collected," the credit will  
9 happen. But here, again, we are going to have to  
10 establish this in our review, but we think the company  
11 has gone ahead through their accounting process and  
12 credit to the ACA.

13 THE COURT: So if they have done that,  
14 there is nothing to square up as far as the ACA is  
15 concerned?

16 THE WITNESS: That appears to be the  
17 case, as long as the company holds forth with that  
18 crediting.

19 THE COURT: Thank you for that  
20 explanation. I appreciate you bearing with me while I  
21 try to wrap my head around it.

22 Are there any questions from the  
23 commission? Okay, I hear none. Are there any  
24 questions based upon questions from the bench? I see  
25 none.

1 Any redirect?

2 MS. MYERS: No redirect, Judge.

3 THE COURT: Is there any reason to keep  
4 this witness subject to recall?

5 MS. MYERS: No, Judge. Unless there is  
6 other questions from the bench.

7 THE COURT: Okay. Thank you,  
8 Mr. Sommerer. You're dismissed.

9 THE WITNESS: Thank you.

10 THE COURT: Staff, you may call your  
11 next witness.

12 MS. MYERS: Thank you. Staff calls,  
13 Kim Bolin.

14 THE COURT: Ms. Bolin, will you raise  
15 your right hand to be sworn.

16 WHEREUPON,

17 KIMBERLY BOLIN,  
18 called as a witness, and having been first duly sworn  
19 to tell the truth, the whole truth, and nothing but  
20 the truth, was examined and testified as follows:

21 DIRECT EXAMINATION

22 BY MS. MEYERS:

23 Q Ms. Bolin, please state your name and spell  
24 it for the record.

25 A My name is Kimberly Bolin. B-O-L-I-N.



1           Q     Thank you.  And where are you employed and  
2     in what capacity?

3           A     I am employed by the Missouri Public Service  
4     Commission as the Director of Financial and Business  
5     Analysis Division.

6           Q     Are you the same Kimberly Bolin who prepared  
7     or caused to be prepared rebuttal testimony in this  
8     matter, both public and confidential versions, that  
9     staff is marking as Exhibit 301?

10          A     I am.

11          Q     Do you have anything you wish to correct in  
12     that testimony?

13          A     I have one correction.

14          Q     Okay.  And where is that correction at?

15          A     It is on page 4, line 8.  The sentence that  
16     begins, "The costs associated," it should be,  
17     "Typically, the costs associated."

18          Q     Okay.  And aside from that correction, if I  
19     asked you the same questions today, would your answers  
20     be the same?

21          A     Yes, they would.

22          Q     Is the information in these documents true  
23     and correct to the best of your knowledge and belief?

24          A     Yes, they are.

25                   MS. MYERS:  Your Honor, staff offers

1 Exhibit 301, both public and confidential versions and  
2 tenders Ms. Bolin for cross.

3 THE COURT: Thank you. Any objections  
4 to admitting Exhibit 301 public and Exhibit 301  
5 confidential onto the hearing record? I see no  
6 objections. Exhibit 301 public and Exhibit 301  
7 confidential, the testimony of Kim Bolin will be  
8 admitted onto the hearing record.

9 (Exhibit 301P and Exhibit 301C were  
10 admitted.)

11 THE COURT: And I have Summit up first  
12 for cross.

13 MR. COOPER: No questions, Your Honor.

14 THE COURT: Any cross-examination from  
15 public counsel?

16 MR. POSTON: No questions. Thank you.

17 THE COURT: Any cross-examination from  
18 OMC?

19 MR. HALL: Briefly, Your Honor.

20 THE COURT: Go right ahead.

21 CROSS-EXAMINATION

22 BY MR. HALL:

23 Q Ms. Bolin, good afternoon.

24 A Good afternoon.

25 Q Do you have a copy of your rebuttal

1 testimony in front of you?

2 A Yes, I do.

3 Q Would you please turn to page 5 of your  
4 rebuttal testimony?

5 A Yes.

6 Q I'm looking at lines 12 and 13. Am I  
7 reading it correctly when it says that "The cash-out  
8 imbalance of gas applied to OMC is included in the PGA  
9 rates paid by customers."

10 A Yes. You are reading that correctly. That  
11 was my understanding at the time of my direct -- my  
12 rebuttal testimony.

13 Q And you're referring to Summit's PGA;  
14 correct?

15 A Correct.

16 Q Is this statement consistent to what  
17 Mr. Sommerer has just testified to?

18 A No, it is not. New development that I was  
19 just made aware of after hearing Mr. Sommerer's  
20 testimony.

21 Q And you're not wishing to correct this on  
22 your testimony today?

23 A I need to find out more information. I am  
24 not for certain all of the details behind this right  
25 at the moment.

1 MR. HALL: I have no further questions.

2 THE COURT: Thank you, Mr. Hall.

3 Are there any commission questions?

4 I hear no commission questions.

5 Before assessing whether or not we need  
6 to go in camera or not, are you prepared to talk about  
7 these costs as a breakdown, or is that information  
8 that would be better gotten from Summit?

9 THE WITNESS: That will be better  
10 gotten from Summit.

11 THE COURT: Okay. Can you explain to  
12 me briefly the staff's opposition to an AAO?

13 THE WITNESS: Staff's opposition to an  
14 AAO, one of the main reasons is we do not believe the  
15 cost should be spread to the other customers. That  
16 would be, of course, an item that would be decided in  
17 the rate case, but as it was presented by Ozark, it  
18 was to be spread to all the customers, and we would be  
19 opposed to that.

20 THE COURT: I know I asked earlier, and  
21 I saw you shaking your head in regard to this. There  
22 is no way to grant -- to your knowledge there is no  
23 way to grant an AAO, and then later in a rate case  
24 assess those costs just to OMC.

25 THE WITNESS: That is what I believe,

1 yes. I have talked to the rate design employees of  
2 the PSC, and that is the understanding that I have.

3 THE COURT: Can I ask why?

4 THE WITNESS: I think you would have to  
5 set up a separate rate just for OMC, and I don't know  
6 that you could do that.

7 THE COURT: What about if it were just  
8 spread over the transportation customers?

9 THE WITNESS: I have talked to the  
10 employees in the rate design division and, yes, you  
11 could spread it just to the transportation customers.  
12 But that would need to be decided in a rate case, not  
13 today.

14 THE COURT: And I know I asked this of  
15 your attorney, but that's not really testimony, so I'm  
16 going to ask you, as well. Staff has not evaluated  
17 the rate impact of an AAO for this amount?

18 THE WITNESS: That is correct.

19 THE COURT: I have no further  
20 questions. Are there any questions based upon  
21 Commission questions?

22 COMMISSIONER SILVEY: Judge, this is  
23 Commissioner Silvey. I have a question based on your  
24 questions -- or the answers to your questions.

25 THE COURT: Please, go right ahead,

1 Chairman.

2 COMMISSIONER SILVEY: Thank you, Judge.

3 So if I'm understanding correctly,  
4 staff's opposition to the AAO is if we allowed future  
5 recovery, it would then be spread to other customers  
6 who had no part or responsibility for this decision?

7 THE WITNESS: That is correct.

8 COMMISSIONER SILVEY: And if we were to  
9 restrict it, the future recovery simply to other  
10 transportation customers, the effect of that would be  
11 other transportation customers are now paying for the  
12 decision of OMC and their risk management, as opposed  
13 to their own risk management; is that correct?

14 THE WITNESS: That is correct.

15 COMMISSIONER SILVEY: So essentially  
16 others would be forced to pay for the decisions of OMC  
17 that they had no input in in either of those  
18 scenarios; is that correct?

19 THE WITNESS: That is correct.

20 COMMISSIONER SILVEY: All right. Thank  
21 you.

22 Thank you, Judge.

23 THE COURT: Thank you, Chairman.

24 Any questions based on commission  
25 questions?

1                   Go ahead Public Counsel.

2                   CROSS-EXAMINATION

3           BY MR. POSTON:

4           Q       Thank you. Just following up on that same  
5           line of questioning. Is it your opinion that the  
6           commission should spread those to just the transport  
7           customers?

8           A       Could you repeat that question again?

9           Q       The discussion is if they grant the AAO,  
10          they could spread these costs among just the transport  
11          customers. In your opinion, is that something that  
12          the commission should do, or should they just deny the  
13          AAO?

14          A       I believe they should deny the AAO.

15          Q       Thank you.

16                   THE COURT: Redirect?

17                   MS. MYERS: Just briefly, Judge.

18                   REDIRECT EXAMINATION

19          BY MS. MYERS:

20          Q       Ms. Bolin, you were asked a question about  
21          staff's opposition to an AAO. In following up on  
22          that, from your knowledge of commission authorized  
23          AAOs, has there ever been one granted for a particular  
24          customer's bill?

25          A       Not in -- not since I've been doing this,

1 and not in any research that I have done.

2 MS. MYERS: Okay. Thank you. That's  
3 all I had, Judge.

4 THE COURT: Thank you.

5 Is there any reason to make this  
6 witness subject to recall?

7 I see no interest in that, so Ms. Bolin  
8 you are excused.

9 Staff, that is your last witness;  
10 correct?

11 MS. MYERS: It is, Judge.

12 THE COURT: Okay. At this time,  
13 Summit, you may call your first witness if you like.

14 MR. COOPER: Judge, we will call  
15 Mr. Walt McCarter. Mr. McCarter is on the WebEx.

16 THE COURT: Mr. McCarter, can you hear  
17 me?

18 MR. MCCARTER: Yes.

19 THE COURT: Would you please raise your  
20 right hand to be sworn.

21 WHEREUPON,

22 WALTER MCCARTER,  
23 called as a witness, and having been first duly sworn  
24 to tell the truth, the whole truth, and nothing but  
25 the truth, was examined and testified as follows:



1 THE COURT: Thank you. And I'm going  
2 to ask you to speak up just a little bit so that the  
3 room can hear you a little bit better. Thank you.

4 Go ahead, Mr. Cooper.

5 MR. COOPER: Judge, we are going to  
6 mark Mr. McCarter's rebuttal testimony, the text  
7 portion, as Exhibit 201 for identification.

8 THE COURT: Say that again. What  
9 portion are you marking?

10 MR. COOPER: Excuse me. Let me go at  
11 it a little differently. Mr. McCarter's testimony,  
12 the question-and-answer portion is all public. He  
13 does have a schedule that is confidential. And so I  
14 guess my plan was to mark the question-and-answer  
15 portion separately from the schedule, and then the  
16 confidential exhibit would just be his confidential  
17 schedule. The second exhibit. So what I am saying  
18 is, I would like to mark Mr. McCarter's rebuttal  
19 testimony Exhibit Number 201. And then McCarter's  
20 confidential schedule as Exhibit 202C.

21 THE COURT: Okay.

22 (Exhibit 201 and Exhibit 202C were  
23 marked for identification.)

24 //

25 //

DIRECT EXAMINATION

1  
2 BY MR. COOPER:

3 Q Mr. McCarter, will you state your full name  
4 for us?

5 A Yes. It is Walter -- McCarter.

6 Q By whom are you employed and in what  
7 capacity?

8 A I'm employed by Summit Utilities. I'm the  
9 manager of gas supply and contracting.

10 Q Have you cause to be prepared for the  
11 purposes of this proceeding certain question and  
12 answer testimony -- certain, I'm sorry, rebuttal  
13 testimony in question-and-answer form?

14 A Yes.

15 Q Is it your understanding that that testimony  
16 has been marked as Exhibit 201 for identification?

17 A Yes.

18 Q And the schedule to that testimony, which is  
19 confidential, has been marked as Exhibit 202C for  
20 identification?

21 A Yes.

22 Q Do you have any changes that you would like  
23 to that testimony at this time?

24 A No, I do not.

25 Q If I were to ask you the questions that are

1 contained in Exhibit 201, as also reflected and  
2 referred to in 202C today, would your answers be the  
3 same?

4 A Yes.

5 Q Are those answers true and correct to the  
6 best of your information, knowledge, and belief?

7 A Yes, they are.

8 MR. COOPER: Your Honor, I'd offer  
9 Exhibits 201 and 202C into evidence and tender the  
10 witness for cross-examination.

11 THE COURT: Is there any objection to  
12 admitting Exhibits 201, Mr. McCarter's rebuttal, and  
13 Exhibit 202C, the attached schedule, onto the hearing  
14 record? I see no objections. Exhibit 201 and 202C,  
15 the rebuttal and the schedule are admitted onto the  
16 hearing record.

17 (Exhibit 201 and Exhibit 202C were  
18 admitted.)

19 MR. COOPER: Judge, one other thing.  
20 We had talked about this briefly off the record, but  
21 in my opening, there had been a question of me about  
22 the actions of marketers. And I had suggested that  
23 Mr. Marcum would be the appropriate witness for that.  
24 And I am told that Mr. McCarter would in reality be a  
25 better witness for those types of questions.

1 THE COURT: Okay. Thank you. And is  
2 Mr. McCarter the witness that I would ask if I wanted  
3 to know about costs borne by Summit?

4 MR. COOPER: Yes, I believe so.

5 THE COURT: Thank you. I have staff  
6 down first for cross.

7 MS. MYERS: No questions, Judge.

8 THE COURT: Public Counsel?

9 MR. POSTON: No questions.

10 THE COURT: OMC?

11 MR. HALL: No questions at this time.

12 THE COURT: Okay. I wanted to ask some  
13 questions about cost breakdowns, and I think it is  
14 probably best for the purpose of that if we go in  
15 camera. Unless anybody has any questions, I would  
16 like to do that on the front end and handle other  
17 questions on the back end. Any objections?

18 (Non-Confidential portion of this  
19 transcript ends.)

20 //

21 //

22 //

23 //

24 //

25 //

1 (Non-Confidential portion of this  
2 transcript begins.)

3 THE COURT: Fortunately, that was -- I  
4 front loaded pretty much all of the questions I had  
5 into the in camera portion, so I don't have a lot  
6 outside of the in camera portion. So do any of the  
7 other parties have any questions?

8 Are there any commission questions that  
9 are not confidential?

10 And I'm going to assume, Mr. Cooper,  
11 that since you have no further redirect.

12 Okay. Is there any reason that this  
13 witness needs to be kept subject to recall?

14 Okay. Thank you for your testimony,  
15 Mr. McCarter, and you are excused.

16 And Summit, you may call your next  
17 witness.

18 MR. COOPER: Thank you, Your Honor. We  
19 would call Mr. Phil Marcum.

20 THE COURT: Mr. Marcum, would you raise  
21 your right hand to be sworn.

22 WHEREUPON,

23 PHIL MARCUM,  
24 called as a witness, and having been first duly sworn  
25 to tell the truth, the whole truth, and nothing but

1 the truth, was examined and testified as follows:

2 DIRECT EXAMINATION

3 BY MR. COOPER:

4 Q Please state your name.

5 A Phil Marcum.

6 Q By whom are you employed, and in what  
7 capacity?

8 A I am employed by Summit Utilities, the  
9 parent company of Summit Natural Gas of Missouri. I  
10 am the Senior Manager of Business Development for  
11 Colorado Natural Gas, and Natural Gas of Missouri.

12 Q Have you caused to be prepared for the  
13 purpose of this proceeding certain rebuttal testimony  
14 in question-and-answer form?

15 A I have.

16 Q Is it your understanding that that testimony  
17 has been marked as exhibit -- well, let me back up.

18 MR. COOPER: Your Honor, I would like  
19 to mark that testimony as Exhibit 203.

20 THE COURT: Okay. Go ahead.

21 (Exhibit 203 was marked for  
22 identification.)

23 BY MR. COOPER:

24 Q Is it your understanding that that testimony  
25 has been marked as Exhibit 203 for identification?

1           A     Yes, it is.

2           Q     Do you have any changes that you would like  
3 to make to that testimony at this time?

4           A     I do not.

5           Q     If I were to ask you the questions which are  
6 contained in Exhibit 203 today, would your answers be  
7 the same?

8           A     Yes, they would.

9           Q     Are those answers true and correct to the  
10 best of your information, knowledge, and belief?

11          A     Yes, they are.

12                   MR. COOPER: Your Honor, I would offer  
13 Exhibit 203 into evidence and tender Mr. Marcum for  
14 cross-examination.

15                   THE COURT: Any objection to admitting  
16 Exhibit 203, Mr. Marcum's testimony onto the hearing  
17 record? I see no objections. Mr. Marcum's testimony  
18 Exhibit 203 is admitted onto the hearing record.

19                               (Exhibit 203 was admitted.)

20                               Any cross-examination from staff?

21                   MS. MYERS: No questions, Judge.

22                   THE COURT: Any cross-examination from  
23 Public Counsel?

24                               Any cross-examination from OMC?

25                   MR. HALL: I do have some questions,

1 Your Honor. May I approach the witness?

2 THE COURT: Please, go ahead.

3 CROSS-EXAMINATION

4 BY MR. HALL:

5 Q Mr. Marcum, I just handed you a piece of  
6 paper, didn't I?

7 A Yes, you did.

8 Q This is entitled -- these are entitled as  
9 data requests that Ozarks Healthcare sent to Summit  
10 Natural Gas; correct?

11 A I believe so, yes.

12 Q And it has questions and answers?

13 A It appears to, yes.

14 Q And on the back sheet it says that this was  
15 submitted by Brook Parsons; correct?

16 A That's correct.

17 Q Is it your understanding that Brook Parsons  
18 is the corporate counsel for Summit Natural Gas of  
19 Missouri?

20 A Yes.

21 Q Could you please turn to question eight? As  
22 an exercise, would you please read the question  
23 that -- would you please read question eight as it is  
24 typed on the page?

25 A "Paragraph 13 of SNGMO's financing



1 application, and GF-2022-0216 dated February 16, 2022,  
2 explains that SNGMO desires to take advantage of low  
3 interest rates to fund a portion of incurred winter  
4 storm costs. Please identify what incurred winter  
5 storm costs refers to, and whether OMC's disputed  
6 cash-out imbalance is included."

7 Q Thank you. Now, to avoid a long-winded  
8 question, I would like to repeat this answer, and if I  
9 have made any mistakes in my recitation, I would like  
10 for you to correct me. Can you do that?

11 A I'll do my best.

12 Q The answer was, "The 'incurred winter storm  
13 costs' referred to gas cost expenses incurred during  
14 the February 2021 winter storm Uri less SNGMO's  
15 weather normalized baseline forecast. OMC's disputed  
16 cash-out imbalance is a part of the 'incurred winter  
17 storm costs,' and is factored into the current  
18 purchase gas adjustment for the Rogersville District."  
19 Have I repeated this answer correctly?

20 A Yes.

21 Q Could you please turn the page over to  
22 question 11? Am I correct that the response for this  
23 question says, "OMC's disputed cash-out balance is  
24 factored into the current gas adjustment rate for the  
25 Rogersville District." Have I read that correctly?

1           A     You have.

2           Q     And is it your understanding that these are  
3 answers supplied by Summit Natural Gas to data request  
4 from Ozarks Health Care?

5           A     They are, yes. My understanding.

6                   MR. HALL: Your Honor, at this time I  
7 would move for the admission of this, and I would mark  
8 it as Exhibit 102.

9                   THE COURT: And what are you calling  
10 it?

11                   MR. HALL: We will call this Data  
12 request 8-11 to Summit Natural Gas of Missouri.

13                   THE COURT: Is there any reason this  
14 needs to be confidential?

15                   MR. HALL: No. I'm trying to --

16                   MR. COOPER: No, Your Honor.

17                   THE COURT: Okay. Has all counsel had  
18 an opportunity to look at it, or?

19                   MR. POSTON: I don't believe I received  
20 a copy of it.

21                   MR. HALL: These data requests were  
22 provided to staff through Ethos which is available to  
23 all parties, and these are answers from Summit Natural  
24 Gas to questions submitted by Ozark itself here.

25                   THE COURT: Mr. Poston, did you want to

1 see a copy briefly?

2 MR. POSTON: No. I don't object.

3 THE COURT: Are there any objections to  
4 admitting Exhibit 102, the data requests onto the  
5 hearing record? I see no objections. Exhibit 102,  
6 the data request is admitted onto the hearing record.

7 (Exhibit 102 was marked for  
8 identification and admitted.)

9 THE COURT: Continue, Mr. Hall.

10 MR. HALL: Thank you for your time,  
11 Mr. Marcum. I have no further questions.

12 THE COURT: And I have a few questions  
13 and I don't know -- I think you would be the witness  
14 for this. Are you familiar with Tariff Sheet 37?

15 THE WITNESS: Yes.

16 THE COURT: In regards to the granting  
17 of leniency for special circumstances in  
18 transportation cases, who makes the determination as  
19 to whether to grant any sort of a leniency in that  
20 regard?

21 THE WITNESS: I would say it is a  
22 combination of billing, customer service, operations,  
23 measurement. Depending on the situation.

24 THE COURT: And what do you use to  
25 determine what a special circumstance is?

1           THE WITNESS: In the past we have used  
2 -- the special circumstances have been due to meter  
3 failure, or inability to measure proper gas flow for a  
4 failure regulator or telemetry device. That is what  
5 we use as our special circumstance in this case.

6           THE COURT: Is special circumstance  
7 defined anywhere in your tariff?

8           THE WITNESS: It is not. I believe  
9 that it says at our discretion. So we define what the  
10 special circumstances would be.

11          THE COURT: Okay. So that is how you  
12 are choosing to define it? It is discretion as to  
13 both whether to enter into an imbalance agreement, and  
14 as to what the special circumstance is?

15          THE WITNESS: (Inaudible)

16          THE COURT: Do you think that special  
17 circumstances ought to be available for circumstances  
18 like this?

19          THE WITNESS: I would leave that up to  
20 regulatory to determine.

21          THE COURT: So like if you are building  
22 on a 50-year flood plain, one would assume that  
23 sometime during that 50 years, you're going to have a  
24 flood. But you don't necessarily know within that 50  
25 years when that is going to be. Is that correct?

1 THE WITNESS: That is correct.

2 THE COURT: Would you agree that this  
3 weather situation is similar?

4 THE WITNESS: I would agree that it is  
5 similar, but I would also note that it is not  
6 something that you can plan for.

7 THE COURT: Is it the company's view  
8 that as a transportation customer, because you are  
9 availing yourself of the possibility of supplying your  
10 own gas at lower prices, you are assuming the risk?

11 THE WITNESS: Yes.

12 THE COURT: Did you have other  
13 transportation customers whose bills increased by a  
14 similar percentage? Being careful of how to word that  
15 so we don't have to go back in camera.

16 THE WITNESS: Based on percentage I  
17 would say give or take, yes. There were -- there were  
18 other customers that had substantially larger  
19 cash-outs than they are accustomed to.

20 THE COURT: And this is out of, again,  
21 only 35?

22 THE WITNESS: That is correct.

23 THE COURT: Bear with me just a moment.  
24 Now, it has always been resolved that the way that --  
25 and this is tariff approved, I believe. But that the

1 way the cash-out gas is charged at the highest weekly  
2 amount, you would agree that that benefits Summit;  
3 correct?

4 THE WITNESS: I would agree that it  
5 benefits Summit's repayors.

6 THE COURT: Would you explain, please?

7 THE WITNESS: Because the dollars  
8 collected through the cash-out process are passed  
9 through the ACA.

10 THE COURT: Well, it appears to me that  
11 what OMC -- at least one of OMC's requests is to  
12 spread -- is to, through an accounting authority  
13 order, spread these costs out to the rate payers. And  
14 you're nodding. I'm going to ask you to say or no --

15 THE WITNESS: Yes. That's my  
16 understanding.

17 THE COURT: But you're telling me quite  
18 in reverse that if there is a cash-out imbalance that  
19 is paid, that while that money comes from the  
20 transportation customer, it benefits the larger  
21 customer base.

22 THE WITNESS: It isn't a benefit, it's  
23 gas that was already purchased on behalf of firm  
24 customers, and it is reimbursing those customers for  
25 the gas used by a transportation customer.

1 THE COURT: That's a little bit  
2 confusing because that seems to slightly contradict  
3 what Mr. McCarter said, unless I'm misunderstanding.  
4 That you don't plan ahead for transportation customers  
5 that are going to go into their cash-out provision,  
6 that that's on the daily market.

7 THE WITNESS: That's correct.

8 THE COURT: So how is it the firm  
9 customer's gas?

10 THE WITNESS: Because Summit doesn't  
11 procure gas on behalf of transportation customers. So  
12 the gas that we are procuring is to make up the  
13 difference of what transportation customers has used,  
14 which is technically customer owned gas because the  
15 company purchases gas for the customers.

16 THE COURT: So -- and this may just be  
17 my naivety -- so it's all purchased, all Summit  
18 purchases are daily market purchases?

19 THE WITNESS: No. That's not correct.

20 THE COURT: Okay. Then explain to me  
21 why one's a daily purchase and one's not.

22 THE WITNESS: If we're outside of our  
23 gas plan for our firm customers, and we're purchasing  
24 spot market daily gas, that is outside of our plan.

25 THE COURT: Okay. So whether or not

1 you're purchasing for transportation customers, you  
2 view any out of plan purchases as being for the firm  
3 customers?

4 THE WITNESS: I -- that's probably a  
5 better question for Mr. McCarter and the gas supply  
6 team.

7 THE COURT: Do you know roughly how  
8 many times the special circumstance provision of  
9 Tariff Sheet 37 has been applied?

10 THE WITNESS: I would say roughly --  
11 I've been with Summit for 12 years. I would say  
12 roughly 3 to 5 times. And it's all solely been due to  
13 meter failures, or regulator failures, or telemetry  
14 failures.

15 THE COURT: Have you ever seen a  
16 transportation customer exceed its contract amount by  
17 this many dekatherms?

18 THE WITNESS: Yes.

19 THE COURT: Is this the highest  
20 cash-out provision that you've seen?

21 THE WITNESS: Without disclosing  
22 confidential information, no.

23 THE COURT: Thank you.

24 Any commission questions?

25 Any questions based upon my questions?



1 I will just go -- staff?

2 MS. MYERS: No questions, Judge.

3 THE COURT: Public Counsel.

4 MR. POSTON: Just real quick.

5 CROSS-EXAMINATION

6 BY MR. POSTON:

7 Q One of your answers to a question from the  
8 bench, you had mentioned telemetry equipment, and does  
9 OMC have telemetry equipment?

10 A They do.

11 Q Okay. And is that something that they can  
12 see? Can they look and see their usage like on a  
13 daily basis?

14 A They can request that information be sent to  
15 them on a daily basis, or their -- or their marketer.  
16 And in this particular situation, I wouldn't be able  
17 to say if they receive it on a daily basis. I'm not  
18 privy to that information.

19 Q Okay. But you do make it available --

20 A We absolutely make it available. Yes.

21 MR. POSTON: Thank you. That's all.

22 THE COURT: OMC, any questions based  
23 upon bench questions?

24 MR. HALL: Yes. Briefly.

25 //

1 CROSS-EXAMINATION (Cont'd)

2 BY MR. HALL:

3 Q Mr. Marcum, Judge Clark just asked you about  
4 whether you had seen an imbalance this large in terms  
5 of dekatherms. Do you recall your response that you  
6 have seen imbalances as large as Ozarks Healthcare in  
7 the past?

8 A Yes.

9 Q Without getting into the confidential  
10 matters, can you speak to the type of operation that  
11 had an imbalance that large in terms of dekatherms?  
12 To clarify, not the identity of any particular  
13 transportation customer, but an industry, some idea  
14 that you can --

15 A I've seen them industrial and hospitals of  
16 that nature and that size. We're not talking about  
17 dollar amounts. We're talking about dekatherms.

18 MR. HALL: Thank you. No further  
19 questions.

20 THE COURT: Bear with me just a moment.  
21 Okay. I remember the line of questioning. I did have  
22 a few more questions and I'll give everybody an  
23 opportunity to follow up.

24 Do you notify customers when they've  
25 exceeded their contract amount?

1 THE WITNESS: That would be a question  
2 for gas supply.

3 THE COURT: Do you -- in a more general  
4 -- do you notify customers in situations where the  
5 company needs to curtail usage?

6 THE WITNESS: Yes, we do.

7 THE COURT: I have no further  
8 questions.

9 Any other commission questions?

10 Any follow up based upon my question?

11 MR. COOPER: I'm eventually going to  
12 have redirect, I guess, but --

13 THE COURT: You are. I just wanted to  
14 double check. I usually try to get all mine done and  
15 then get everybody, but something just occurred to me.  
16 So at this point, Mr. Cooper, given that nobody has  
17 indicated they have any other questions, it is time  
18 for your redirect.

19 REDIRECT EXAMINATION

20 BY MR. COOPER:

21 Q Mr. Marcum, going back to the last question  
22 from the law judge which was about notifying customers  
23 when they exceed their contract amount, I assume we're  
24 talking about transportation customers. But does that  
25 question relate to the question that Mr. Poston asked

1 earlier? I mean, do they have telemetry that shows  
2 them what their usage is?

3 A They have the ability to see what their  
4 daily consumption has been opposed to what they have  
5 nominated -- they know what their nominations are.  
6 Yes.

7 Q So they have within their ability to access  
8 both what they themselves have nominated and what they  
9 themselves have used.

10 A That's correct.

11 Q There was the question, and you had  
12 answered, that the dollars that would be paid by -- or  
13 in accordance with the cash-out would benefit rate  
14 payers; correct?

15 A It would make them whole.

16 Q And I guess, were you here earlier today for  
17 Mr. Sommerer's testimony?

18 A I was.

19 Q And do you recall that Mr. Sommerer  
20 described that all gas invoices essentially flow  
21 through the PGA/ACA; is that correct?

22 A Yes, sir.

23 Q And so the cash-out amounts that you receive  
24 from transport customers, they're used to offset those  
25 gas invoices, essentially, that are flowing through

1 the ACA to --

2 A That's right.

3 Q To oversimplify it.

4 A Uh-huh.

5 Q I asked this question of Mr. McCarter, and  
6 his memory was not as clear. Let me see if yours is  
7 any more clear. But in terms of number of transport  
8 customers overall that the company has, how many  
9 transport customers does Summit have?

10 A Thirty-five.

11 Q And in February of 2021, do you remember how  
12 many ended up with a negative imbalance?

13 A The negative imbalance I believe was 18 of  
14 35.

15 Q Okay. Did those that were in a negative  
16 imbalance situation, did any of those have anything in  
17 common? And I guess, particularly, was there any  
18 common marketer to a large number of those?

19 A There were a couple of marketers that were  
20 common to those customers. Yes.

21 MR. COOPER: That's all the questions I  
22 have, Your Honor.

23 THE COURT: Thank you, Mr. Cooper.

24 Mr. Marcum, you're excused.

25 THE WITNESS: Thank you, Judge.

1           THE COURT: That I have is the last of  
2 the witnesses. So at this time, I think we're going  
3 to start kind of the -- go over when briefs are due.  
4 First, I'd like to address that exhibit I requested.  
5 If I went to allow 10 days to object to that before  
6 briefs -- I'm looking at my calendar -- would it be  
7 possible for Summit to have that exhibit submitted by  
8 June 3rd?

9           MR. COOPER: We'll certainly work  
10 towards that, Your Honor. And I assume if we need to  
11 have a little bit more conversation about that, we can  
12 get the parties and yourself together for a call to  
13 talk about that?

14          THE COURT: Absolutely.

15          Okay. Are there any other matters that  
16 need to be addressed before we adjourn?

17          MR. HALL: On the nature of this  
18 exhibit, actually, I mean, I don't imagine we'll  
19 object, but I would like the opportunity to review  
20 this before submitted. So in the interest of time, in  
21 order to avoid a rescheduling of the briefing, I guess  
22 what I would propose is, Mr. Cooper is available, is  
23 it possible to provide that exhibit to the parties  
24 first before we submit it to avoid the need of a full  
25 period to provide us an opportunity to object?

1 MR. COOPER: I suspect. I mean, I  
2 think -- a little bit to know when that might be. But  
3 generally, I certainly would be amenable to getting  
4 comments from parties, maybe even before we initially  
5 file it.

6 MR. HALL: That's what I was thinking.  
7 It sounds like this is more of an offline conversation  
8 though.

9 THE COURT: And as indicated before,  
10 I'll certainly make myself available if the parties  
11 have any questions they need to work out in regards to  
12 this Commission requested exhibit.

13 Now, I have initial briefs due on June  
14 17th. Is there any reason to change that? And I have  
15 reply briefs due on June 27th. Is there any reason to  
16 change that? Okay. I see none. Both of those will  
17 stand. Is there anything else that the commission  
18 needs to address today?

19 Well, actually, let me just go over  
20 while I've got everybody here. The exhibits that I  
21 have admitted are 100P, 100C, 101P, 101C, 102, 200C,  
22 300, 301P, 301C, 201, 202C, and 203. Did I miss any?

23 Okay. I'm receiving no response, so  
24 I'm going to assume I'm right. Is there anything else  
25 the Commission needs to address before we adjourn? I

1 see nothing. Thank you for all your time today. I  
2 know we have some technical difficulties. It's very  
3 nice to have those resolved. And we will go off the  
4 record now.

5 (Whereupon, at 2:16 p.m., the  
6 proceeding was concluded.)  
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CERTIFICATE OF DEPOSITION OFFICER

I, RILEY LAMMERT, the officer before whom the foregoing proceedings were taken, do hereby certify that any witness(es) in the foregoing proceedings, prior to testifying, were duly sworn; that the proceedings were recorded by me and thereafter reduced to typewriting by a qualified transcriptionist; that said digital audio recording of said proceedings are a true and accurate record to the best of my knowledge, skills, and ability; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this was taken; and, further, that I am not a relative or employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise interested in the outcome of this action.



RILEY LAMMERT  
Notary Public in and for the  
State of Missouri

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CERTIFICATE OF TRANSCRIBER

I, JESSICA PHILLIPS, do hereby certify that this transcript was prepared from the digital audio recording of the foregoing proceeding, that said transcript is a true and accurate record of the proceedings to the best of my knowledge, skills, and ability; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this was taken; and, further, that I am not a relative or employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise interested in the outcome of this action.



JESSICA PHILLIPS

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