

**STATE OF MISSOURI
PUBLIC SERVICE COMMISSION**

At a session of the Public Service Commission held at its office in Jefferson City on the 28th day of September, 2022.

Ozarks Medical Center d/b/a Ozarks Healthcare,
Complainant,
v.
Summit Natural Gas of Missouri, Inc.,
Respondent

File No. GC-2022-0158

**ORDER APPROVING UNANIMOUS
STIPULATION AND AGREEMENT**

Issue Date: September 28, 2022

Effective Date: October 28, 2022

On December 10, 2021, Ozarks Medical Center d/b/a Ozarks Healthcare (OMC) filed a complaint against Summit Natural Gas of Missouri, Inc. (SNGMO or “Company”). SNGMO filed its answer disagreeing with OMC. The Commission established a procedural schedule.

Written testimony was filed and testimony was taken during the evidentiary hearing on May 24, 2022.¹ The parties filed post-hearing briefs on June 17, and reply briefs on June 27.

On September 16, the parties filed a unanimous stipulation and agreement (Agreement). The Agreement was filed by signatories OMC, SNGMO, Staff of the

¹ Transcript Volume (Tr. Vol.) 2 and 3. All dates hereafter refer to 2022 unless otherwise stated.

Commission, and the Office of the Public Counsel (collectively “Signatories”). The Agreement is a resolution of all contested issues.

In sum, the Agreement sets forth repayment terms due to a cashout debt resulting from OMC’s natural gas use from January 31, 2021, to February 28, 2021.² OMC will pay the amount of \$434,204.91 in equal parts over the months of October, November, and December 2022.³ SNGMO agrees to not apply any interest to the owed amounts. Further, SNGMO agrees to waive the associated late fees.

The record of the case was submitted to the Commission for determination as of the date of the final brief pursuant to 20 CSR 4240-2.150(1). Nevertheless, the parties have submitted the Agreement and requested the Commission to approve the Agreement in lieu of issuing an order in response to the evidentiary hearing and briefing. As the parties seek a Commission determination based on the submitted Agreement rather than on the previously submitted testimony and evidence, the Commission will not make any findings of fact or conclusions of law and will instead base its decision on the Agreement.⁴

After reviewing the unanimous Agreement, the Commission determines that its terms are a reasonable resolution of the issues addressed by the Agreement and it should be approved. The Commission will approve the unanimous Agreement and dismiss the complaint case, as requested by the Signatories.

² Although the Commission has considered each issue addressed in the Agreement, this order does not summarize every issue addressed by the Agreement.

³ An arrearage unrelated to this complaint was also addressed, but the amount is confidential and will not be stated in this order.

⁴ Section 536.060, RSMo (2016) allows for disposition of contested cases through stipulation; Section 536.090, RSMo (2016) states that cases disposed of by stipulation do not require findings of fact and conclusions of law.

THE COMMISSION ORDERS THAT:

1. The Agreement filed on September 16, 2022, is approved as a resolution of the issues set out in the Agreement. The signatory parties are ordered to comply with the terms of the agreement. A copy of the Agreement is attached to this order and incorporated by reference.
2. The complaint of OMC is dismissed.
3. This order shall become effective on October 28, 2022.



BY THE COMMISSION

A handwritten signature in black ink that reads "Morris L. Woodruff".

Morris L. Woodruff
Secretary

Silvey, Chm., Rupp, Coleman, Holsman, and
Kolkmeier CC., concur.

Hatcher, Senior Regulatory Law Judge

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

Ozarks Medical Center d/b/a Ozarks Healthcare,
Complainant,
v.
Summit Natural Gas of Missouri, Inc.,
Respondent.

Case No. GC-2022-0158

STIPULATION AND AGREEMENT

Ozarks Medical Center d/b/a Ozarks Healthcare (“Ozarks”), Summit Natural Gas of Missouri, Inc. (“SNGMO”), the Staff of the Public Service Commission (“Staff”), and the Office of the Public Counsel (“OPC”), collectively the “Signatories,” submit this Stipulation and Agreement (“Stipulation”) for approval as follows:

Resolution of all Contested Issues

1. This Stipulation is being entered into for the purpose of settling all contested issues in this case. The Signatories ask that the Missouri Public Service Commission (“Commission”) adopt and approve this Stipulation and dismiss Ozarks’ Complaint in lieu of issuing a report and order on the issues briefed before the Commission.

2. **Cashout Debt:** As a result of the settlement codified in this Stipulation, Ozarks agrees to pay \$434,204.91 attributed to its cashout debt resulting from its natural gas use from January 31, 2021, to February 28, 2021. Ozarks will pay the cashout debt in equal parts over the months of October, November, and December, 2022.

3. **Unrelated Billing:** Unrelated to the cashout debt, subject to Ozarks’ Complaint and addressed in Paragraph 1 of this Stipulation, SNGMO has identified other arrearages that have

not been paid over the course of this proceeding. Ozarks agrees to resolve these arrearages by paying ** [REDACTED] ** in September, 2022.

4. **Payment Dates:** Ozarks will make the payments referenced in Paragraphs 2 and 3 of this Stipulation on September 15, 2022, October 15, 2022, November 15, 2022, and December 15, 2022. SNGMO and Ozarks may also agree to different payment dates as necessary, provided that Ozarks makes all payments by the end of calendar year 2022.

5. **Pre-Payment Option:** Notwithstanding the foregoing, Ozarks may exercise the option to pre-pay the remainder of the cashout debt and unrelated billing in full earlier than contemplated in this Stipulation. SNGMO agrees to not assess or seek any pre-payment penalty in the event that Ozarks exercises this option.

6. **Interest:** SNGMO agrees to not apply any interest to the sums, referenced in Paragraphs 2 and 3 of this Stipulation, through December 15, 2022.

7. **Waived Late Fees:** As a result of the settlement codified in this Stipulation, SNGMO agrees to waive, and will not seek recovery from Ozarks of, ** [REDACTED] ** in assessed late fees.

8. **Purchased Gas Adjustment:** SNGMO agrees to credit its other customers for any costs attributable to the cashout debt referenced in Paragraph 2 of this Stipulation that were collected through its purchased gas adjustment clause. This credit will be addressed in the applicable actual cost adjustment true-up proceeding.

9. **Full Resolution:** The Signatories agree that Ozarks' fulfillment of the payment obligations referenced in Paragraphs 2 and 3 of this Stipulation constitutes final, complete, and total relinquishment of any dispute as to: 1) past arrearages attributable to Ozarks as of the date this Stipulation is filed and 2) SNGMO's prior provision of natural gas service. The Signatories

further agree that Ozarks' fulfillment of the payment obligations referenced in Paragraphs 2 and 3 of this Stipulation makes Ozarks' requested relief in its Complaint moot.

10. **Expedited Approval:** Given the payment terms as agreed herein, the Signatories agree that good cause exists for the Commission to apply expedited treatment to approve this Stipulation or to delegate this decision to the Commission's regulatory law judges for approval.

General Terms

11. The Signatories agree that the Commission may consider the evidence and testimony that has already been admitted into the record as a foundation for this Stipulation.

12. Unless otherwise explicitly provided herein, none of the Signatories shall be deemed to have approved or acquiesced in any ratemaking or procedural principle including, without limitation, any recalculation of a purchased gas adjustment or actual cost adjustment. Except as explicitly provided herein, none of the Signatories shall be prejudiced or bound in any manner by the terms of this Stipulation in this or any other proceeding.

13. This Stipulation has resulted from extensive negotiations among the parties and the terms hereof are interdependent and non-severable. If the Commission does not approve this Stipulation, unconditionally and without modification, or if the Commission approves the Stipulation with modifications or conditions to which a party objects, then this Stipulation shall be void and none of the Signatories shall be bound by any of the agreements or provisions hereof.

14. The Signatories ask that the Commission approve and accept this Stipulation as filed. The Signatories do not object to presenting this Stipulation to the Commission in a hearing but do not believe a hearing is necessary.

15. In the event the Commission accepts the specific terms of this Stipulation without condition or modification, the Signatories waive: (1) their respective rights to present oral

argument and written briefs pursuant to Section 536.080.1, RSMo; (2) their respective rights to the reading of the transcript by the Commission pursuant to Section 536.080.2, RSMo; (3) their respective rights to seek rehearing pursuant to Section 386.500, RSMo; and (4) their respective rights to judicial review pursuant to Section 386.510, RSMo. These waivers apply only to a Commission order approving this Stipulation without condition or modification issued in this proceeding and only to the issues that are resolved hereby. These waivers do not apply to any issues explicitly not addressed by this Stipulation.

16. The Signatories agree that any and all discussions, suggestions, or memoranda reviewed or discussed, related to this Stipulation shall be privileged and shall not be subject to discovery, admissible as evidence, or in any way used, described, or discussed before the Commission.

17. This Stipulation contains the entire agreement of the Signatories concerning the issues addressed herein. The intent of the Signatories has been fully and exclusively expressed in this Stipulation.

18. This Stipulation does not constitute a contract with the Commission. Acceptance of this Stipulation by the Commission shall not be deemed as constituting an agreement on the part of the Commission to forego the use of any discovery, investigatory powers or other statutory powers of the Commission. Thus, nothing in this Stipulation is intended to impinge or restrict in any manner the exercise by the Commission of any statutory right, including the right to access information.

Wherefore, the Signatories respectfully request that the Commission issue an order approving this Stipulation and Agreement and dismissing Ozarks' Complaint.

Respectively submitted,

STINSON LLP

/s/ Caleb Hall

Caleb Hall, #68112
Charles Hatfield, #40363
230 West McCarty Street
Jefferson City, MO 65101
Telephone: (573) 636-6263
Email: caleb.hall@stinson.com
chuck.hatfield@stinson.com

**ATTORNEYS
FOR COMPLAINANT OZARKS
MEDICAL CENTER D/B/A
OZARKS HEALTHCARE**

**BRYDON, SWEARENGEN &
ENGLAND P.C.**

/s/ Dean L. Cooper

Dean L. Cooper #36592
Jesse W. Craig #71850
312 East Capitol Avenue
P.O. Box 456
Jefferson City, MO 65102
Telephone: (573) 635-7166
Email: dcooper@BrydonLaw.com

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

/s/ Jamie S. Myers

Jamie S. Myers
Deputy Counsel
Missouri Bar No. 68291
Attorney for the Staff of the
Missouri Public Service Commission
P.O. Box 360
Jefferson City, Mo 65102
Telephone: (573) 526-6036
Facsimile: (573) 751-9285
Email: jamie.myers@psc.mo.gov

**ATTORNEY FOR STAFF OF
THE PUBLIC SERVICE
COMMISSION**

/s/ Marc Poston

Marc Poston (Mo Bar #45722)
Missouri Office of Public Counsel
P. O. Box 2230
Jefferson City MO 65102
Telephone: (573) 751-5318
Facsimile: (573) 751-5562
Email: marc.poston@opc.mo.gov

**ATTORNEY FOR MISSOURI
OFFICE OF THE PUBLIC
COUNSEL**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served electronically on all counsel of record on this 16th of September, 2022.

/s/ Caleb Hall


STATE OF MISSOURI

OFFICE OF THE PUBLIC SERVICE COMMISSION

I have compared the preceding copy with the original on file in this office and I do hereby certify the same to be a true copy therefrom and the whole thereof.

WITNESS my hand and seal of the Public Service Commission,
at Jefferson City, Missouri, this 28th day of September, 2022.





Morris L. Woodruff
Secretary

MISSOURI PUBLIC SERVICE COMMISSION

September 28, 2022

File/Case No. GC-2022-0158

**Missouri Public Service
Commission**

Staff Counsel Department
200 Madison Street, Suite 800
P.O. Box 360
Jefferson City, MO 65102
staffcounsel@psc.mo.gov

Office of the Public Counsel

Marc Poston
200 Madison Street, Suite 650
P.O. Box 2230
Jefferson City, MO 65102
opc@opc.mo.gov

**Missouri Public Service
Commission**

Jamie Myers
200 Madison Street, Suite 800
P.O. Box 360
Jefferson City, MO 65102
jamie.myers@psc.mo.gov

Ozarks Healthcare

Caleb Hall
230 W McCarty
Jefferson City, MO 65101
caleb.hall@stinson.com

Ozarks Healthcare

Charles W Hatfield
230 W. McCarty Street
Jefferson City, MO 65101-1553
chatfield@stinson.com

**Summit Natural Gas of
Missouri, Inc.**

Dean L Cooper
312 East Capitol
P.O. Box 456
Jefferson City, MO 65102
dcooper@brydonlaw.com

**Summit Natural Gas of
Missouri, Inc.**

Jesse W Craig
312 East Capitol Avenue P.O. Box
456
Jefferson City, MO 65102
jcraig@brydonlaw.com

Enclosed find a certified copy of an Order or Notice issued in the above-referenced matter(s).

Sincerely,



**Morris L. Woodruff
Secretary**

Recipients listed above with a valid e-mail address will receive electronic service. Recipients without a valid e-mail address will receive paper service.