

**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*

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**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