

**STATE OF MISSOURI  
PUBLIC SERVICE COMMISSION**

At a session of the Public Service Commission held at its office in Jefferson City on the 10<sup>th</sup> day of August, 2022.

The Staff of the Missouri Public Service Commission, )  
)

Complainant, )

v. )

Northgate MHP Lindale, LLC, d/b/a )  
Northgate Manufactured Home )  
Community, )

Respondent. )

**File No. WC-2022-0289**

The Staff of the Missouri Public Service Commission, )  
)

Complainant, )

v. )

Northgate MHP Lindale, LLC, d/b/a )  
Northgate Manufactured Home )  
Community, )

Respondent. )

**File No. SC-2022-0290**

**ORDER APPROVING STIPULATION AND AGREEMENT**

Issue Date: August 10, 2022

Effective Date: September 9, 2022

On April 15, 2022, the Staff of the Commission (Staff) filed complaints against Northgate MHP Lindale, LLC, d/b/a Northgate Manufactured Home Community (Northgate Lindale). Northgate Lindale filed its answer, and the Commission directed the submission of a proposed procedural schedule.

On July 14, 2022, Staff and Northgate Lindale filed a Stipulation and Agreement (Agreement), which purports to resolve the underlying issues and lead to a dismissal of

the complaint by Staff. The Agreement was non-unanimous in that it was not signed by all parties. Commission Rule 20 CSR 4240-2.115(2) provides that other parties have seven days in which to object to a non-unanimous stipulation and agreement. If no party files a timely objection to a stipulation and agreement, the Commission may treat it as a unanimous stipulation and agreement. More than seven days have passed since the Agreement was filed and no party has objected. Therefore, the Commission will treat the Agreement as unanimous.

In sum, the Agreement directs Northgate Lindale to cease charging residents separately for their individual water and sewer usage. Going forward, Northgate Lindale will include water and sewer charges in the lot rent. Among other details, the Agreement provides that Staff will dismiss its complaints upon receipt of certain documentation from Northgate Lindale.

After reviewing the Agreement the Commission determines that its terms are a reasonable resolution of the complaints and that such Agreement should be approved.

**THE COMMISSION ORDERS THAT:**

1. The Agreement filed on July 14, 2022, is approved. The signatory parties are ordered to comply with its terms. A copy of the Agreement is attached to this order.
2. This order shall be effective on September 9, 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  
STATE OF MISSOURI**

The Staff of the Missouri Public Service Commission,	)	
	)	
	)	
Complainant,	)	
	)	Case No. WC-2022-0289
	)	SC-2022-0290
Northgate MHP Lindale, LLC,	)	
d/b/a Northgate Manufactured	)	
Home Community,	)	
	)	
Respondent.	)	

**STIPULATION AND AGREEMENT**

**COME NOW**, the Staff of the Missouri Public Service Commission ("Staff") and Northgate MHP Lindale, LLC d/b/a Northgate Manufactured Home Community ("Northgate MHP"), (collectively, the "Signatories"), by and through counsel, have reached a settlement in this matter and have consented to this Stipulation and Agreement in this matter as fully set forth as follows:

**RECITALS**

1. Northgate MHP Lindale, LLC d/b/a Northgate Manufactured Home Community (hereafter "Northgate Lindale") owns the real property located at 1260 NE US Highway 69 in Liberty, Missouri, which it operates as a mobile home park identified as Northgate Manufactured Home Community (hereafter "Northgate Community").
2. GBH Property, LLC, (hereafter "GBH") is the management company that currently controls or manages the business of the Northgate Community for or on behalf of Northgate Lindale.
3. Staff of the Missouri Public Service Commission, filed a Complaint in the above-captioned case numbers against Northgate Lindale on April 15, 2022, alleging, *inter*

alla, that Northgate Lindale is operating as a water and sewer corporation and a public utility and engaging in the unlawful provision of water and sewer services to the public, for gain, without certification or other authority from the Missouri Public Service Commission, under § 386.020(43), (49), and (50), and in violation of § 393.170.2, RSMo, and is therefore subject to the jurisdiction, regulation, and control of the Commission<sup>1</sup>.

4. Northgate Lindale filed its Answer to Staff's Complaint on June 3, 2022, denying the allegations in the Complaint.

5. Thereafter, Northgate Lindale, by its attorney, and Staff, by its attorney, had discussions regarding the matters and a possible settlement of the issues and dismissal of the Complaint. This Stipulation and Agreement is the result of those negotiations. This settlement shall not be deemed an admission by Respondent of any allegations in the complaint, nor by Complainant of any defenses in the Answer.

#### **SETTLEMENT TERMS**

6. The Signatories agree to the following terms:

a. Northgate Lindale will cease charging residents of the Northgate Community separately for their individual water and sewer usage/service from their lot rent and will include water and sewer charges in the lot rent;

b. Northgate Lindale will not utilize individual water meters to determine the water usage of individual lots;

c. Northgate Lindale will immediately notify the residents of the Northgate Community that it will no longer bill each resident account separately for water and sewer usage apart from lot rent. Documentation of such notification shall be provided

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<sup>1</sup> See Staff's Complaint.

to Staff within 10 days after the Commission enters an order approving this Stipulation and Agreement;

d. Northgate Lindale will provide documentation of residents' monthly statements with customer information redacted for five (5) tenants for two (2) months beginning with the July, 2022 monthly rent statements, to the Staff within 15 days after the monthly statements are issued to its tenants;

e. Upon receipt of the documentation referenced in subparagraph 1.c., above, the Staff will dismiss its Complaint in this case and close its file.

f. The Signatories agree that GBH shall be deemed a third party beneficiary of any terms of this Agreement.

#### **GENERAL PROVISIONS**

7. ***Entire Agreement.*** This Agreement constitutes the entire agreement between Staff and Northgate Lindale, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified in this Agreement. The Recitals are incorporated into this Agreement.

8. ***Governing Law.*** This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri.

9. ***Binding Effect.*** This Agreement is binding upon Staff, Northgate Lindale, and their respective successors, affiliates, trustees, shareholders, partners and subsidiaries, and each of their assigns, officers, directors, agents, servants, current and former employees, and all other representatives at all Northgate Lindale locations in Missouri.

10. ***Modification and Waiver.*** No modification or waiver of any provision in this Agreement, nor consent to any departure therefrom, shall in any event be effective unless the same shall be in writing and signed by the party to be charged therewith and then such

modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

11. **Default.** In the event that either party violates any term of this Agreement, or fails to perform any term of this Agreement, the other party shall have the right to pursue all available remedies at law to enforce the Agreement.

12. If Northgate Lindale fails to perform the actions as agreed upon by this Agreement and Stipulation, the Staff maintains its authority to take any actions against Northgate Lindale and pursue any and all remedies available under the law. Nothing herein shall preclude Staff from addressing similar facts related to other situations, events, or incidents in future proceedings.

13. **Agreement.** This Agreement is a negotiated settlement and is being entered into solely for the purpose of settling all contested issues in the two cases captioned above and any matters of the same type that occurred or which are alleged to have occurred prior to the date of this Agreement.

14. Except as otherwise expressly specified herein, none of the Signatories to this Stipulation and Agreement shall be deemed to have approved or acquiesced in any ratemaking or procedural principle, including, without limitation, any method of cost determination or cost allocation, depreciation or revenue-related method, or any service or payment standard; and none of the Signatories shall be prejudiced or bound in any manner by the terms of this Stipulation and Agreement in this or any other Commission or judicial review or other proceeding, except as otherwise expressly specified herein. Nothing in this Stipulation and Agreement shall preclude Staff in future proceedings from providing recommendations as requested by the Commission nor limit Staff's access to information in any other proceedings. Nothing in this Stipulation and Agreement shall be deemed a waiver of any statute or Commission regulation.

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

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

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

18. In the event the Commission accepts the specific terms of this Stipulation and Agreement without condition or modification, the Signatories waive, with respect to the issues resolved herein: their respective rights pursuant to § 536.080.1, RSMo, to present testimony, to cross-examine witnesses, and to present oral argument and written briefs; their respective rights to seek rehearing pursuant to § 386.500, RSMo, and their respective rights to judicial review pursuant to § 386.510, RSMo. These waivers apply only to a Commission order approving this Stipulation and Agreement 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.

19. 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 in evidence, or in any way used, described or discussed.

20. 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 which the Commission presently has. 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.

21. The terms set forth herein are an appropriate disposition of this matter and entry of this Stipulation and Agreement is in the public interest

**WHEREFORE**, for the foregoing reasons, the undersigned Signatories respectfully request that the Commission issue an Order approving the terms and conditions of this Stipulation and Agreement.

Respectfully Submitted,


/s/

  
Carolyn H. Kerr, MBE #45719  
Staff Counsel  
Missouri Public Service Commission  
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**ATTORNEY FOR STAFF OF THE  
MISSOURI PUBLIC SERVICE  
COMMISSION**

NORTHGATE MHP  
LINDALE, LLC, D/B/A NORTHGATE  
MANUFACTURED HOME COMMUNITY

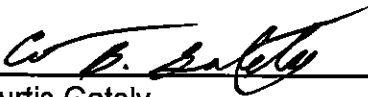
By:

  
Authorized member

Approved as to Form:

  
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**ATTORNEY FOR NORTHGATE MHP  
LINDALE, LLC, D/B/A NORTHGATE  
MANUFACTURED HOME COMMUNITY**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was served by electronic mail, or First Class United States Postal Mail, postage prepaid, on this 14<sup>th</sup> day of July, 2022, to all counsel of record.

**/s/ Carolyn H. Kerr**

**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 10<sup>th</sup> day of August, 2022.**



  
**Morris L. Woodruff**  
**Secretary**

**MISSOURI PUBLIC SERVICE COMMISSION**

**August 10, 2022**

**File/Case No. WC-2022-0289 and SC-2022-0290**

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

**Sincerely,**



**Morris L. Woodruff  
Secretary**

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