

**STATE OF MISSOURI
PUBLIC SERVICE COMMISSION**

At a session of the Public Service Commission held at its office in Jefferson City on the 5th day of December, 2018.

Missouri Propane Gas Association,)
)
 Complainant,)
)
 v.)
)
 Summit Natural Gas of Missouri, Inc.,)
)
 Respondent.)

File No. GC-2016-0083

ORDER APPROVING STIPULATION AND AGREEMENT

Issue Date: December 5, 2018

Effective Date: December 15, 2018

On October 2, 2015, the Missouri Propane Gas Association (“MPGA”) filed a complaint with the Missouri Public Service Commission (“Commission”) against Summit Natural Gas of Missouri, Inc (“Summit”). The complaint concerned Summit’s conversion of certain appliances from propane gas usage to natural gas usage. On April 18, 2016, mediation was unsuccessfully attempted. On May 20, 2016, MPGA filed a motion to dismiss all but one claim. On November 9, 2016, the Commission denied MPGA’s request for summary judgment on the remaining issue. On June 20, 2018, the Commission denied Summit’s request for summary determination or dismissal. The Commission established a procedural schedule on July 25, which was then suspended on October 4, at the request of the parties.

On November 9, MPGA and Summit filed a non-unanimous stipulation and agreement. The stipulation and agreement states that Summit will only convert propane appliances to natural gas appliances if the appliance manufacturer makes available a conversion kit. MPGA agrees to dismiss its complaint within five days of the Commission's approval of the stipulation and agreement.

The stipulation and agreement is non-unanimous in that it was not signed by all parties. However, Commission Rule 4 CSR 240-2.115(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 stipulation and agreement was filed, and no party has objected. Therefore, the Commission will treat the stipulation and agreement as a unanimous stipulation and agreement.

After reviewing the stipulation and agreement, the Commission independently finds and concludes that the stipulation and agreement is a reasonable resolution of the complaints and that such stipulation and agreement should be approved. Because of the agreement of the parties, the Commission will make this order effective in ten days.

THE COMMISSION ORDERS THAT:

1. The Stipulation and Agreement filed on November 9, 2018, is approved. The signatory parties are ordered to comply with its terms. A copy of the Stipulation and Agreement is attached to this order.

2. This order shall be effective on December 15, 2018.

BY THE COMMISSION



Morris L. Woodruff

Morris L. Woodruff
Secretary

Silvey, Chm., Kenney, Hall, Rupp, and
Coleman, CC., concur.

Hatcher, Regulatory Law Judge

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

Missouri Propane Gas Association,)	
)	
Complainant,)	
)	
v.)	Case No. GC-2016-0083
)	
Summit Natural Gas of Missouri, Inc.,)	
)	
Respondent.)	

NONUNANIMOUS STIPULATION AND AGREEMENT

COME NOW Summit Natural Gas of Missouri, Inc. (“Summit”) and the Missouri Propane Gas Association (“MPGA”), by and through their respective counsel, and for their Nonunanimous Stipulation and Agreement (“Stipulation”), respectfully state as follows to the Missouri Public Service Commission (“Commission”):

AGREEMENTS

1. CONVERSION OF APPLIANCES

Summit will only convert a propane appliance to a natural gas appliance if the manufacturer makes available a conversion kit for that purpose, directly or through an authorized dealer or distributor.

2. TARIFF FILING

Within five days of the effective date of a Commission order approving this Stipulation, Summit shall file with the Commission revised tariff sheets substantially similar to the exemplar tariff sheets attached to this Stipulation as Attachment 1. MPGA supports the revised tariff sheets and agrees to take any actions reasonably necessary to support their approval by the Commission.

3. COMPLAINT DISMISSED

Within five days of the effective date of a Commission order approving this Stipulation, MPGA agrees to dismiss, with prejudice, its Complaint filed in Case No. GC-2016-0083 on October 2, 2015, as amended October 30, 2015.

4. ALL ACTIONS SUSPENDED

In the time between the filing of this Stipulation and the date the Commission order approving this Stipulation becomes final and non-appealable, Summit and MPGA agree to take all actions reasonably necessary to support the approval of this Stipulation by the Commission and further agree to take no actions inconsistent with the goal of resolving this case according to the terms of this Stipulation.

5. WAIVER AND RELEASE

This Stipulation resolves all claims that MPGA has asserted or could have asserted arising out of Summit's appliance conversion practices or activities prior to the date of this Stipulation ("Claims"). MPGA releases Summit from any liability on the Claims, waives all rights to commence or participate as a party in any action, at the Commission or in any court, asserting such Claims, and affirms that it has filed no such action other than the action in Commission Case No. GC-2016-0083.

6. PRIOR AGREEMENT SUPERSEDED

The signatories to this Stipulation (each, a "Signatory" and together, the "Signatories") are identical to those of the Partial Stipulation and Agreement as to Dual Fuel and Conversion of Appliances entered into in Case No. GR-2014-0086 (the "Prior Agreement"), and it is their explicit intent that the stipulations and agreements regarding the conversion of appliances in this Stipulation shall supersede the stipulations and agreements regarding the conversion of appliances in the Prior Agreement.

7. NO ADMISSION OF LIABILITY

The Signatories enter into this Stipulation to avoid the costs and uncertainty of further litigation and to settle disputed claims. Summit's entry into this Stipulation is not to be construed as an admission of liability of those claims, and Summit denies any such liability.

8. NON-SIGNATORY PARTIES DO NOT OPPOSE STIPULATION

The Signatories have been authorized to represent that the Staff of the Commission and the Office of the Public Counsel, who have not signed this Stipulation and who are the only non-signatory parties to this case, do not oppose Commission approval of this Stipulation.

GENERAL PROVISIONS

9. This Stipulation is being entered into solely for the purpose of settling the issues in this case.

10. This Stipulation is a negotiated settlement. Except as specified herein, the Signatories shall not be prejudiced, bound by, or in any way affected by the terms of this Stipulation: (a) in any future proceeding; (b) in any proceeding currently pending under a separate docket; and/or (c) in this proceeding should the Commission decide not to approve this Stipulation, or in any way condition its approval of same.

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

12. This Stipulation 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 both of the Signatories.

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

14. If the Commission does not approve this Stipulation without condition or modification, and notwithstanding the provision herein that it shall become void, (1) neither this Stipulation nor any matters associated with its consideration by the Commission shall be considered or argued to be a waiver of the rights that any Signatory has for a decision in accordance with RSMo. §536.080 or Article V, Section 18 of the Missouri Constitution, (2) the Signatories shall retain all procedural and due process rights as fully as though this Stipulation had not been presented for approval, and (3) offers made or materials exchanged in furtherance of resolving the case by Stipulation will not admitted into the record.

15. If the Commission accepts the specific terms of this Stipulation without condition or modification, then the Signatories each waive their respective rights (1) to present oral argument and written briefs pursuant to RSMo. §536.080.1, (2) to the reading of the transcript by the Commission pursuant to §536.080.2, (3) to seek rehearing pursuant to §386.500, and (4) to judicial review pursuant to §386.510. 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. It does not apply to any matters raised in any prior or subsequent Commission proceeding nor to any matters not explicitly addressed by this Stipulation.

16. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.

WHEREFORE, the Signatories respectfully request that the Commission issue an order in this case approving the Stipulation subject to the specific terms and conditions contained therein.

Respectfully Submitted,

By: /s/ Lewis Mills
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GAS OF MISSOURI, INC.**

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**ATTORNEY FOR THE MISSOURI
PROPANE GAS ASSOCIATION**

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been emailed to all parties of record this 9th day of November, 2018.

/s/ Lewis Mills

Lewis Mills

P.S.C. MO No. 3		1st Revised	Sheet No. <u>82</u>
	Cancels	Original	Sheet No. <u>82</u>
<u>Summit Natural Gas of Missouri, Inc.</u>	For:	All Towns and Communities	
Name of Issuing Company		<u>Within SNG-MO Certificated Service Areas</u>	
		Community, Town or City	

RULES AND REGULATIONS (CONT'D)

(25) Conversion Rules and Regulations

(a) Definitions

(1) Building Conversion - The placement, connection, and testing of interior pipe, fittings, and/or orifice(s) from the point of connection to a customer unit where propane is used.

(2) Building Installation - The placement, connection, and testing of interior pipe and fittings from the point of connection to a customer unit where propane is not used.

(3) Commercial Customer - One who uses or will use natural gas in a business establishment for the primary purposes of space heating or cooling, water heating, the operation of appliances, and/or meets the tariff specifications.

(4) Customer Unit - A device or appliance that uses gaseous fuel and is designed to consume energy and produce heat or provide cooling. +

(5) Industrial Customer - One who uses or will use natural gas in a business establishment for the primary purpose of producing and/or manufacturing a product and meets tariff specifications of Large Volume Service or Transportation Service customer classes.

(6) Point of Connection - Generally described as the connection of inside pipe to the service line at a building entrance near the service meter.

(7) Residential Customer - One who uses or will use natural gas for the primary purposes of space heating or cooling, water heating, and/or other appliances.

- * Indicates New Rate or Text
- + Indicates Change

Issue Date: _____
Month/Day/Year

Effective Date: _____
Month/Day/Year

Issued By: Kurt Adams
CEO
Name and Title of Issuing Officer

7810 Shaffer Parkway, Ste. 120
Littleton, Colorado 80127
Company Mailing Address

P.S.C. MO No. 3

Cancels

1st Revised
Original

Sheet No. 83
Sheet No. 83

Summit Natural Gas of Missouri, Inc.
Name of Issuing Company

For:

All Towns and Communities
Within SNG-MO Certificated Service Areas
Community, Town or City

RULES AND REGULATIONS (CONT'D)

(b) General Terms

(1) The Company may perform Building Installations and Building Conversions at the request of a customer and at the Company's sole discretion. If the Company performs a Building Installation or Building Conversion, it will do so according to local, state, and federal codes and regulations. The Company reserves the right to inspect and test all Building Installations and Building Conversions performed by other providers. +

(2) Installations and conversions are performed for residential, commercial, and industrial customers. The Company may perform a conversion of a Customer Unit from propane to natural gas at the request of a customer, at the Company's sole discretion. The Company will only convert a propane appliance to a natural gas appliance if the manufacturer makes available a conversion kit for that purpose, directly or through an authorized dealer or distributor. If such a conversion kit is not available, the Company will not perform the conversion. +

(3) Where feasible; the point of connection (building entrance) will be located near the service meter.

(4) After installation or conversion and connection to the service meter, customers are billed for gas usage according to the rates and regulations specified in the tariff.

(5) All customers who receive conversions will be required to pay the monthly customer demand charge as determined by class of service which is defined in the tariff.

- * Indicates New Rate or Text
- + Indicates Change

Issue Date:

Month/Day/Year

Effective Date:

Month/Day/Year

Issued By:

Kurt Adams
CEO

Name and Title of Issuing Officer

7810 Shaffer Parkway, Ste. 120
Littleton, Colorado 80127

Company Mailing Address

P.S.C. MO No. 3

Original
Cancels

1st Revised
Original

Sheet No. 85
Sheet No. 85

Natural Gas of Missouri, Inc.
of Issuing Company

For: Within SNG-MO Certificated Service Areas+ Name
All Towns and Communities Summit
Community, Town or City

RULES AND REGULATIONS (CONT'D)

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Issue Date: _____
Month/Day/Year

Effective Date: _____
Month/Day/Year

Issued By: Kurt Adams
CEO
Name and Title of Issuing Officer

7810 Shaffer Parkway, Ste. 120
Littleton, Colorado 80127
Company Mailing Address

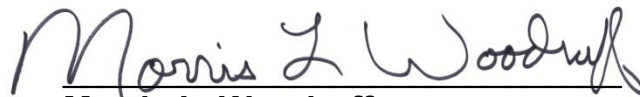
STATE OF MISSOURI

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 5th day of December 2018.




Morris L. Woodruff
Secretary

MISSOURI PUBLIC SERVICE COMMISSION

December 5, 2018

File/Case No. GC-2016-0083

Missouri Public Service Commission

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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**

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