

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

In the Matter of the Application of Summit)	
Natural Gas of Missouri, Inc. for Approval)	<u>File No. GT-2025-0271</u>
Of a Tariff Revision Related to the Equipment)	JG-2025-0144
Rebate Program Pilot)	

STIPULATION AND AGREEMENT

COME NOW Summit Natural Gas of Missouri, Inc. (“SNGMO”) and the Staff of the Missouri Public Service Commission (“Staff”) (collectively, the “Parties”), by and through counsel, and for their *Stipulation and Agreement* in this matter hereby state as follows to the Missouri Public Service Commission (“Commission”):

1. On April 3, 2025, SNGMO filed an *Application for Approval of Tariff Revision to Extend Equipment Rebate Program Pilot and Request for Waiver* to extend its Equipment Rebate Program (“ERP”) Pilot and tariff sheets associated with the ERP Pilot (Tracking No. JG-2025-0144). SNGMO’s Application also requested a waiver of the 60-day notice requirement set forth in 20 CSR 4240-4.017(1). On April 4, 2025, the Commission issued its *Order Setting Intervention Deadline and Directing Staff Recommendation* (“Order”); wherein, the Commission ordered any person or entity wishing to intervene shall do so no later than April 17, 2025, and Staff to file its recommendation no later than April 22, 2025. On April 22, 2025, Staff filed a *Recommendation for Rejection of the Application for Approval of Tariff Revision to Extend Equipment Rebate Program Pilot and Request for Waiver*. On April 25, 2025, SNGMO filed a *Motion for Extension* seeking additional time to respond to the *Staff Recommendation*, requesting a new deadline of no later than June 2, 2025. SNGMO also extended the effective date of the ERP tariff sheets to June

7, 2025. SNGMO has subsequently extended the effective date of the ERP tariff sheets to June 14, 2025.

2. The Parties have since reached this *Stipulation and Agreement*, which, if approved, would resolve all issues in this matter. Counsel for the Office of the Public Counsel (“OPC”) has further affirmatively stated that it has no objection to this *Stipulation and Agreement*.

TERMS

3. SNGMO shall withdraw P.S.C. MO 3, Sheets Nos. 92-94, and substitute P.S.C. MO 3, Sheet No. 95 in the form attached as **Appendix A**. Tariff Sheet No. 95 has a termination date for the ERP tariff provisions that is one hundred twenty (120) days from its June 14, 2025, proposed effective date (October 12, 2025).

4. The Parties agree that the ERP Pilot tariffs shall no longer be effective after October 12, 2025 and that, as of that date, SNGMO will no longer allocate ERP program funds to the regulatory asset established by the tariff filing in Tracking No. JG-2019-0045. The Parties agree that the recording of funds associated with this program to the regulatory asset account during the period January 1, 2025, through June 14, 2025, will be addressed in SNGMO’s next general rate case.

5. SNGMO acknowledges Staff’s recommendation regarding a rate case filing and has engaged in discussion with Staff on the matter. SNGMO acknowledges that a rate case filing will be undertaken by the Company in the future.

6. The Parties agree that this *Stipulation* does not prohibit the Company from pursuing alternative energy efficiency programs in the future.

APPROVALS

7. Based upon the Terms described above, the Parties agree and recommend that the Commission issue an Order waiving the 60-day notice requirement of Rule 20 CSR 4240-4.017(1) for good cause shown and approve the tariff authorizing SNGMO to extend the ERP Program until October 12, 2025, to become effective on June 14, 2025.

GENERAL PROVISIONS

8. Unless otherwise explicitly provided herein, none of the Parties shall be deemed to have approved or acquiesced in any ratemaking or procedural principle, including, without limitation, any method of cost of service or valuation determination or cost allocation, rate design, revenue recovery, or revenue-related methodology. 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.

9. This Stipulation has resulted from 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 Parties shall be bound by any of the agreements or provisions hereof.

10. In the event the Commission accepts the specific terms of this Stipulation without condition or modification, the Parties waive their respective rights to present oral argument and written briefs pursuant to RSMo. §536.080.1 their respective rights to the reading of the transcript by the Commission pursuant to §536.080.2, their respective rights to seek rehearing pursuant to §386.500, and their respective rights 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. These waivers do not apply to any issues explicitly not addressed by this Stipulation. The Parties 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.

WHEREFORE, the Parties respectfully request that the Commission issue an order approving all of the specific terms and conditions of this *Stipulation and Agreement*, and for such other and further relief as the Commission considers just and reasonable under the circumstances.

Respectfully Submitted,

/s/ J. Scott Stacey

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**ATTORNEY FOR STAFF OF THE
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By: **/s/ Dean L. Cooper**

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

CERTIFICATE OF SERVICE

I hereby certify that true and correct copies of the foregoing were mailed, electronically mailed, or hand-delivered to all counsel of record on this 2nd day of June, 2025.

/s/ Dean L. Cooper

P.S.C. MO No. 3	Cancelling	2 nd Revised 1 st Revised	Sheet No. 95 Sheet No. 95
<u>Summit Natural Gas of Missouri, Inc.</u> Name of Issuing Company	All Towns and Communities For: <u>Within SNG-MO Certificated Service Areas</u> Community, Town or City		

EQUIPMENT REBATE PROGRAM PILOT (CONT'D)

PROGRAM TERM

+ The ERP Pilot will run from June 14, 2025 through October 12, 2025. The implementation of any changes to the tariff are contingent upon approval of this tariff.

ENERGY EFFICIENCY ADVISORY GROUP

+ An Energy Efficiency Advisory Group (Advisory Group) was established as a result of Commission order in Case No. GR-2014-0086. The Advisory Group will continue to provide feedback to the Company regarding the design, implementation, and evaluation of its energy efficiency programs. The Advisory Group shall convene a final meeting or conference call within sixty (60) days following the conclusion of this program, at which the Company shall provide updates on the amount of expenditures for the program and the level of customer participation.

* Indicates new rate or text

+ Indicates change

Issue Date: April 3, 2025
Month/Date/Year

Effective Date: June 14, 2025
Month/Day/Year

Issued By: Goldie Bockstruck
Director of Regulatory Affairs
Name and Title of Issuing Officer

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