

STATE OF MISSOURI
PUBLIC SERVICE COMMISSION
Jefferson City

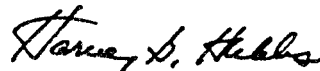
January 27, 1988

CASE NO. GM-88-139

W. R. England, Attorney at Law, 312 East Capitol Avenue, P. O. Box 456
Jefferson City, Missouri 65102
James G. Flaherty, Anderson, Byrd & Richeson, Second & Main, P. O. Box 7,
Ottawa, Kansas 66067

Enclosed find certified copy of ORDER in the above-numbered case(s).

Sincerely,



Harvey G. Hubbs
Secretary

uncertified copy:

S. H. Ranson, Jr., President, Rich Hill-Hume Gas Company, Inc., 1201 S. Market, Suite 610
Wichita, Kansas 67202
L. E. Schlessman, President, Greeley Gas Company, 1500 Grant Street, Suite 400,
Denver, Colorado 80203
Office of the Public Counsel, P. O. Box 7800, Jefferson City, Missouri 65102

STATE OF MISSOURI
PUBLIC SERVICE COMMISSION

At a Session of the Public Service
Commission held at its office
in Jefferson City on the 27th
day of January, 1988.

CASE NO. GM-88-139

In the matter of the joint application
of Rich Hill-Hume Gas Company, Inc. and
Greeley Gas Company for authority to
sell and purchase Rich Hill-Hume Gas
Company's franchise, works or system.

O R D E R

On November 12, 1987, Rich Hill-Hume Gas Company, Inc. (Rich Hill) and
Greeley Gas Company (Greeley or collectively referred to as Applicants) filed a joint
application with the Commission pursuant to Section 393.190, RSMo 1986, for authority
to sell and purchase Rich Hill's franchise, works or system.

Rich Hill and Greeley requested expedited consideration of the application
in order that they might close the proposed transaction on January 28, 1988.

On December 22, 1987, the Commission issued its Order and Notice setting an
intervention deadline for January 21, 1988. The Commission's order stated that in
the event no proper party filed an application to intervene and neither the Staff nor
the Office of Public Counsel requested a hearing on or before January 21, 1988, the
Commission would allow Applicants to submit their evidence in support of the
application by verified statement.

No interventions or requests for hearing have been filed in this
proceeding. On January 25, 1988, a Stipulation and Agreement was executed by
Rich Hill, Greeley, and the Staff of the Missouri Public Service Commission (Staff).

The Commission has considered the verified application including the
exhibits offered in support thereof and the Stipulation and Agreement executed by
Applicants and Staff and finds and concludes as follows.

A

Rich Hill is a corporation organized and existing under the laws of the State of Missouri and is a public utility under the jurisdiction of this Commission. Rich Hill serves approximately 650 customers located primarily in and near the communities of Rich Hill and Hume, Missouri.

Greeley is a Colorado corporation qualified to do business in the State of Missouri as a foreign corporation. Greeley is presently engaged in the transmission and distribution of natural gas to approximately 81,550 customers located in the states of Colorado and Kansas.

Pursuant to a Purchase Agreement dated September 28, 1987, attached to the application as Exhibit 1, and the Amendment to the September 28, 1987 Purchase Agreement, attached to the application as Revised Exhibit 1, Rich Hill proposes to sell and Greeley proposes to purchase all of the "property and assets", including any certificates of public convenience and necessity issued by this Commission, used by Rich Hill in providing gas service in the State of Missouri.

The sale of Rich Hill to Greeley has been authorized by Boards of Directors of both Rich Hill and Greeley, as evidenced by the resolutions attached to the application as Exhibits 2 and 3. Rich Hill, Greeley, and Staff have executed a Stipulation and Agreement which provides for the elimination of the \$3.13 surcharge from gas bills rendered after the effective date of this order, the transfer of all books and records of Rich Hill's gas operations for the past five years to Greeley, and the adoption by Greeley of Rich Hill's tariffs on file with the Commission.

The Commission therefore concludes that the proposed acquisition is not detrimental to the public, that the Stipulation and Agreement executed by Rich Hill, Greeley, and Staff should be adopted, and that the requested authority should be granted.

It is, therefore,

ORDERED: 1. That the sale of Rich Hill-Hume Gas Company, Inc.'s franchise, works or system, including any certificates of public convenience and necessity issued by this Commission and the purchase of same by Greeley Gas Company,

1500 Grant Street, Denver, Colorado 80203, pursuant to the Purchase Agreement and Amendment to the September 28, 1987 Purchase Agreement attached to the application as Exhibit 1 and Revised Exhibit 1, respectively, be, and it is, hereby approved.

ORDERED: 2. That the Stipulation and Agreement filed herein on January 25, 1988, and attached to this order as Appendix I, be, and it is, hereby approved.

ORDERED: 3. That Rich Hill-Hume Gas Company, Inc. be, and it hereby is, authorized to distribute the proceeds of the sale to its stockholders.

ORDERED: 4. That Rich Hill-Hume Gas Company, Inc. be, and it hereby is, authorized to discontinue providing gas service in its service area as of the date of sale and transfer of its franchise, works or system to Greeley Gas Company.

ORDERED: 5. That Greeley Gas Company be, and it hereby is, authorized to commence providing gas service in Rich Hill-Hume Gas Company, Inc.'s service area as of the date of sale and the transfer of Rich Hill-Hume Gas Company, Inc.'s franchise, works or system to Greeley Gas Company.

ORDERED: 6. That Rich Hill-Hume Gas Company, Inc. and Greeley Gas Company be, and they hereby are, authorized to do and perform, cause to be done and performed, such other acts and things, as well as to make, execute and deliver any and all documents as may be necessary, advisable, or proper to the end that the intent and purposes of this transaction may be fully effectuated.

ORDERED: 7. That nothing in this order shall be considered as a finding by the Commission of the reasonableness of the expenditures herein involved, nor of the value for ratemaking purposes of the properties herein involved, nor as an acquiescence in the value placed upon said property by the Applicants. Furthermore, the Commission reserves the right to consider the ratemaking treatment to be afforded these transactions, and their resulting cost of capital, in any later proceeding.

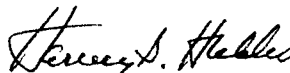
ORDERED: 8. That contingent upon the sale and the transfer of Rich Hill-Hume Gas Company, Inc.'s franchise, works or system to Greeley Gas Company, the following tariffs filed by Greeley Gas Company are hereby approved.

P.S.C.MO. No. 1

Original Sheet No. 1 through Original Sheet No. 22, inclusive.

ORDERED: 9. That this order shall become effective on the date hereof.

BY THE COMMISSION


Harvey G. Hubbs
Secretary

(S E A L)

Steinmeier, Chm., Musgrave
and Mueller, CC., Concur.
Hendren and Fischer, CC., Absent.

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of the Joint Application)
of Rich Hill-Hume Gas Company, Inc. and)
Greeley Gas Company for authority to) Case No. GM-88-139
Sell and Purchase Rich Hill-Hume Gas)
Company's Franchise, Works or System.)

STIPULATION AND AGREEMENT

Introduction

On November 12, 1987, Rich Hill-Hume Gas Company, Inc. ("Rich Hill") and Greeley Gas Company ("Greeley" or collectively referred to as "Applicants"), filed a Joint Application with the Missouri Public Service Commission ("Commission") requesting authorization for the sale and purchase of Rich Hill's franchise, works or system. The Joint Application also requested that Greeley be granted authority to commence providing gas service in Rich Hill's service area.

On December 22, 1987, the Commission issued its Order and Notice which, among other things, directed the Commission Secretary to send notice of the proposed sale to the publisher of each newspaper located within the service area of Rich Hill, as well as notice to the Bates County Court. Previously, Rich Hill had sent notice of the proposed sale to its customers. The Commission also established January 21, 1988, as the date by which any interested party wishing to intervene in this matter should do so. To date, no Applications to Intervene have been filed in this matter.

On January 15, 1988, representatives of the Applicants and the Staff of the Missouri Public Service Commission (Staff) met to discuss certain concerns Staff had with respect to the proposed transaction.

On January 19, 1988, the Applicants filed with the Commission an Amendment to the September 28, 1987, Purchase Agreement. This Amendment was identified as Revised Exhibit 1 to the Joint Application.

Stipulation

As a result of the aforementioned January 15, 1988, meeting, the undersigned stipulate and agree as follows:

1. That the Commission shall issue its Order to be effective no later than January 27, 1988, authorizing the sale and purchase of Rich Hill's franchise, works or system as requested by the Joint Application.

2. That concurrent with the effective date of an Order of the Commission authorizing the sale and purchase of Rich Hill's franchise, works or system, Applicants will eliminate the \$3.13 surcharge (pursuant to PSCMo. No. 2, Original Sheet 3 of Rich Hill's tariff) from bills rendered for gas service on and after that date.

3. That Rich Hill shall transfer and Greeley shall retain all books and records of Rich Hill's gas operations (including individual customer monthly billing records, showing usage and costs, and plant account records) for the past five years. That Greeley will maintain these records at its offices in Denver, Colorado, and, accordingly, agrees to abide by Commission Rule 4 CSR 240-10.010(3).

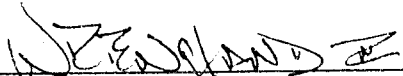
4. That Greeley shall adopt, in its entirety, (with the exception of the surcharge referenced in paragraph 2 above), the tariff of Rich Hill which is currently on file with and approved by the Commission. A copy of the tariff to be adopted by Greeley

is attached hereto as Exhibit A.


5. That Greeley will not acquire or assume any of Rich Hill's existing debts as a result of the purchase of Rich Hill's franchise, works or system, nor will Greeley, in purchasing the assets of Commercial Pipeline Company, acquire any notes or other receivables due from Rich Hill.

6. That the agreements contained in this Stipulation and Agreement have resulted from negotiations among the signatory parties and are interdependent. In the event the Commission does not approve and adopt the terms of this Stipulation and Agreement in their entirety, the same shall be void and no party shall be bound by any of the agreements or provisions hereof.

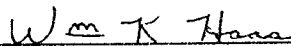
Dated this 25th day of January, 1988.



W. R. England, III
HAWKINS, BYRD, SWEARENGEN
& ENGLAND, P.C.
312 East Capitol
Jefferson City, Missouri 65101
ATTORNEYS FOR RICH-HILL HUME
GAS COMPANY, INC.



James G. Flaherty
ANDERSON, BYRD & RICHESON
Second & Main
P. O. Box 7
Ottawa, Kansas 66067
ATTORNEYS FOR GREELEY GAS COMPANY



Mary Ann Young
William K. Haas
MISSOURI PUBLIC SERVICE COMMISSION
P. O. Box 360
Jefferson City, Missouri 65102
ATTORNEYS FOR THE STAFF OF THE
MISSOURI PUBLIC SERVICE COMMISSION

FORM NO.

P.S.C.MO. No. 1

{ Original }

SHEET No. 1~~{ Revised }~~

Cancelling P.S.C.MO. No. _____

{ Original }

SHEET No. _____

~~{ Revised }~~Greeley Gas Company

Name of Issuing Corporation

For Rich Hill, Hume, and rural customers

Community, Town or City

TABLE OF CONTENTS

	<u>Sheet Nos.</u>
General Gas Service Schedule	2
Purchased Gas Adjustment Clause	3 - 6
Rules and Regulations	
1. General Terms	7 - 8
2. Billing and Payment	9
3. Discontinuance of Service	10 - 11
4. Avoiding Discontinuance and Reconnection	12 - 13
5. Deposits and Guarantees of Payment	14 - 16
6. Main Extensions	17 - 18
7. Meters, Customer Piping and Equipment	19 - 21

EXHIBIT A

*Indicates new rate or text
†Indicates change

DATE OF ISSUE _____
month day yearDATE EFFECTIVE _____
month day yearISSUED BY L. E. Schlessman
name of officerPresident Denver, CO
title address

Greeley Gas Company For Rich Hill, Hume, and rural customers
Name of Issuing Corporation Community, Town or City

GENERAL GAS SERVICE SCHEDULE							
<p><u>Availability</u></p> <p>Available to all domestic (residential) and commercial customers located adjacent to Company's mains.</p> <p><u>Rate</u></p> <table><tr><td>Monthly customer charge</td><td>\$4.32</td></tr><tr><td>Plus Non-gas Component per Mcf</td><td>1.0388</td></tr><tr><td>Plus Purchased Gas Component per Mcf</td><td>4.8008</td></tr></table> <p>These rates are subject to increases or decreases pursuant to the provisions of the Purchased Gas Adjustment Clause.</p> <p><u>License, Occupation, or Franchise Tax</u></p> <p>There shall be added to the customer's bill, when applicable, as a separate item, an amount equal to the proportionate part of any license, occupation, franchise, or other similar fee or tax now or hereafter imposed upon the Company by local taxing authorities, whether imposed by ordinance, franchise or otherwise, which fee or tax is based upon a percentage of the gross receipts, net receipts, or revenues from sales of natural gas service rendered by the Company to the customer. Such charges or taxes shall be billed to customers on the basis of Company's rates effective at the time of billing and on the basis of the tax rate or charge effective at the time of billing.</p> <p>*Indicates new rate or text +Indicates change</p>		Monthly customer charge	\$4.32	Plus Non-gas Component per Mcf	1.0388	Plus Purchased Gas Component per Mcf	4.8008
Monthly customer charge	\$4.32						
Plus Non-gas Component per Mcf	1.0388						
Plus Purchased Gas Component per Mcf	4.8008						

DATE OF ISSUE _____ month day year DATE EFFECTIVE _____ month day year

ISSUED BY L. E. Schlessman President Denver, CO
name of officer title address

Greeley Gas Company

Name of Issuing Corporation

For Rich Hill, Hume, and rural customers
Community, Town or City

GENERAL GAS SERVICE SCHEDULE
PURCHASED GAS ADJUSTMENT CLAUSE

I. CALCULATION OF THE ADJUSTMENT

The charges which the Company makes for gas shall be subject to increases or decreases due to any increases or decreases in the cost of gas charged by the Company's supplier. For purposes of the computations herein, the wholesale rate to be used in determining the base cost of gas shall be the rate in effect on October 23, 1983. The wholesale rates for gas purchases from Commercial Pipeline Company, Inc., effective October 23, 1983, were \$4.2836 per Mcf for base purchases and \$4.3922 per Mcf for excess purchases.

In the event of increases or decreases in the wholesale rate set out above, charges for gas service contained in the Company's then effective base retail rate schedules on file with the Public Service Commission shall be increased or decreased by the following formula:

A. Regular Purchased Gas Adjustment = $\frac{P}{V} - b$ where:

Regular Purchased Gas Adjustment = The \$/Mcf change in the retail price as a result of increases or decreases in the wholesale rates, from those reflected in the base purchased gas cost, rounded to the nearest \$0.0001/Mcf.

P = The estimated total dollar cost of purchased gas calculated by summing the products of the most recent base and excess gas cost times the purchased volumes of 26,280 Mcf for the base usage, and 48,414 Mcf for the excess gas used. Purchased gas costs used in the calculation of the estimated total dollar cost are those costs properly included in the FERC Uniform System of Accounts, Account 803.

V = Sales of 67,742 Mcf.

b = The base purchased gas cost per Mcf in the Company's base rate schedule. This figure will be \$4.8008 per Mcf.

*Indicates new rate or text
+Indicates change

DATE OF ISSUE _____ DATE EFFECTIVE _____
month day year month day year

ISSUED BY L. E. Schlessman President Denver, CO
name of officer title address

Cancelling P.S.C.MO. No. _____

Greeley Gas Company
Name of Issuing Corporation

For Rich Hill, Hume, and rural customers
Community, Town or City

GENERAL GAS SERVICE SCHEDULE
PURCHASED GAS ADJUSTMENT CLAUSE (cont.)

- B. The Purchased Gas Adjustment (PGA) so determined shall remain in effect until the next Purchased Gas Adjustment becomes effective hereunder, or until retail rates are otherwise changed by law or order of the Commission. Each PGA filed hereunder shall cancel and supersede the previously effective PGA and shall reflect the net PGA to be effective thenceforth.
- C. The amount of PGA per Mcf shall be applied to bills rendered to the Company's customers receiving service affected by the change in the wholesale rate based on sales made on and after the effective date of the wholesale rate change (customers' billings to be prorated between old and new rate); provided, however, that the adjustment shall not be made until the PGA herein provided for shall have first been on file with the Commission for a period of ten days.
- D. At least ten days before applying any PGA, the Company shall file with the Commission an Adjustment Statement showing:
 - 1) The computation of the revised purchased gas cost described in Paragraph A above.
 - 2) A Revised Sheet No. 6 setting forth the net amount per Mcf, expressed to the nearest \$0.0001, to be used in computing the PGA applicable to the customer's bills and the effective date of such adjustments.
 - 3) The Company shall also file with the Commission copies of any FERC orders or other pertinent information applicable to the wholesale rate charged the Company by its natural gas supplier.

*Indicates new rate or text
+Indicates change

DATE OF ISSUE _____ DATE EFFECTIVE _____
month day year month day year

ISSUED BY L. E. Schlessman President Denver, CO
name of officer title address

FORM NO.

P.S.C.MO. No. 1{ Original } SHEET No. 5
{ Revised }
~~{ Revised }~~

Cancelling P.S.C.MO. No. _____

{ Original } SHEET No. _____
{ Revised }Greeley Gas Company
Name of Issuing CorporationFor Rich Hill, Hume, and rural customers
Community, Town or CityGENERAL GAS SERVICE SCHEDULE
PURCHASED GAS ADJUSTMENT CLAUSE (cont.)

II. DEFERRED PURCHASED GAS ACCOUNT

The Company shall establish and maintain a Deferred Purchased Gas Cost Account which shall be credited with any over-recovery resulting from the operation of the Company's PGA procedure or debited for any under-recovery resulting from same. Such over or under-recovery shall be determined by a monthly comparison of the actual (as billed) cost of gas as shown on the books and records of the Company, and the cost recovery for the same month calculated by multiplying the volumes sold during said month by the sum of the currently effective cost components (the base purchased gas cost, the regular PGA and the prior period "Actual Cost Adjustment" (ACA) factor as herein defined). For each twelve-month billing period ending the May revenue month, the difference of the comparisons described above, including any balance or credit for the previous year, shall be accumulated to produce a cumulative balance of over-recovered or under-recovered costs. An "Actual Cost Adjustment" shall be computed by dividing the cumulative balance of under-recoveries or over-recoveries by the estimated volume of total sales during the subsequent twelve-month period. This adjustment shall be rounded to the nearest \$0.0001 per Mcf and applied to bills over a twelve-month period beginning with meters read on or after July 12. The "Actual Cost Adjustments" shall remain in effect until superseded by subsequent "Actual Cost Adjustments" calculated according to this provision. The Company shall file any revised ACA on Sheet No. 6 in the same manner as all other Purchased Gas Adjustments.

*Indicates new rate or text
+Indicates change

DATE OF ISSUE _____ DATE EFFECTIVE _____
month day year month day yearISSUED BY L. E. Schlessman President Denver, CO
name of officer title address

FORM NO.

P.S.C.MO. No. 1

<input checked="" type="checkbox"/> Original <input checked="" type="checkbox"/> Revised	} SHEET No. <u>6</u>

Cancelling P.S.C.MO. No. _____

} Original } Revised	} SHEET No. _____

Greeley Gas Company
Name of Issuing Corporation

For Rich Hill, Hume, and rural customers
Community, Town or City

GENERAL GAS SERVICE SCHEDULE
PURCHASED GAS ADJUSTMENT CLAUSE (cont.)

Adjustment Statement

As provided in Sheets 3, 4 and 5 of this Purchased Gas Adjustment Clause, the following adjustments in \$/Mcf, will be made to the customers currently effective rate to reflect the Company's cost of gas.

<u>Regular</u> <u>PGA</u>	<u>Actual Cost</u> <u>Adjustment</u>	<u>Net</u> <u>PGA</u>
(\$.1424)	(.0951)	(\$.2375)

*Indicates new rate or text
†Indicates change

DATE OF ISSUE _____ DATE EFFECTIVE _____
month day year month day year

ISSUED BY L. E. Schlessman President Denver, CO
name of officer title address

Greeley Gas Company
Name of Issuing Corporation

For Rich Hill, Hume, and rural customers
Community, Town or City

RULES AND REGULATIONS

1. General Terms

A. Definitions

As used herein, the word(s)

"customer" means a purchaser of gas service from the Company;

"Company" means the Greeley Gas Company;

"discontinuance of service" means an intentional cessation of service by the Company not requested by the customer;

"in dispute" mean any matter regarding a customer's utility service which is the subject of a disagreement or complaint by a customer which the customer pursues under these rules or under 4 CSR 240-13;

"Mcf" means 1,000 cubic feet;

"rendition" or "rendered" means the date of physical mailing or delivery of the bill by the Company, whichever is earlier in time;

"residential" means the provision of service for household purposes;

"termination of service" means cessation of service when requested by the customer;

B. Situations Not Addressed

Where specific factual situations are not addressed in these rules and regulations, the Company will follow the guidelines set forth by the Missouri Public Service Commission in 4 CSR 240-10, 4 CSR 240-13, and 4 CSR 240-40 where applicable.

C. Previous Indebtedness

The Company shall not provide service to any person who is indebted to the Company for services, or who fails to comply with or is acting contrary to its rules and regulations, until such time as the indebtedness has been liquidated or until satisfactory assurance is given that said rules and regulations will be observed.

(continued on next sheet)

*Indicates new rate or text

+Indicates change

DATE OF ISSUE _____
month day year

DATE EFFECTIVE _____
month day year

ISSUED BY L. E. Schlessman
name of officer

President Denver, CO
title address

Greeley Gas Company
Name of Issuing CorporationFor Rich Hill, Hume, and rural customers
Community, Town or City

RULES AND REGULATIONS

1. General Terms (cont.)

D. Supply of Gas and Service

The Company will use reasonable diligence in providing a regular uninterrupted supply of gas, but it does not guarantee a constant supply, and will not be liable for actual or consequential damages to the consumer for failure or interruption due to uncontrollable forces such as acts of God, fires, riots, floods, inundations, strikes, breakdown of equipment or machinery, or any cause over which the Company has no control. The Company may suspend service for necessary inspection, alteration or repair or whenever public health and safety may be impaired by the flow of gas in the line. Interruption of service shall not relieve customer from any charges for service actually rendered.

E. Access to Premises

Authorized agents of the Company shall have access to the customer's premises at all reasonable times for the purposes of inspection to determine the installed capacity, inspection of piping, reading the meter, repairing, removing, replacing or installing Company's equipment, or for disconnecting the service to customer.

*Indicates new rate or text

†Indicates change

DATE OF ISSUE _____ DATE EFFECTIVE _____
month day year month day yearISSUED BY L. E. Schlessman President Denver, CO
name of officer title address

Cancelling P.S.C.MO. No. _____

{ Original }
{ Revised }

SHEET No. _____

Greeley Gas Company
Name of Issuing CorporationFor Rich Hill, Hume, and rural customers
Community, Town or City

RULES AND REGULATIONS

2. Billing and Payment

A. Terms of Payment

All bills become due when rendered. Bills shall not be considered delinquent until after 21 calendar days have been given for payment from the date the bill is rendered. If the last calendar day for payment falls upon a Sunday, legal holiday, or any other day when the offices of the Company regularly used for the payment of customer bills are not open to the general public, the final payment date shall be extended through the next business day. A one-time late payment charge of one and one-half percent (1½%) shall be added to bills not paid by the delinquent date.

B. Non-Receipt of Bills

Failure of the customer to receive the bill shall not relieve him of the obligation of paying the amount owed, nor shall it be necessary for the Company to waive any late payment or discount rules on account of the customer's failure to receive the bill, it being the intent that customer shall notify the Company of the non-receipt of the bill.

C. Meter Readings Not To Be Combined

Each meter shall be billed separately, except in cases where additional meters are installed solely for the convenience of the Company, in which cases the cubic feet consumption shown by all such meters may be combined for billing purposes.

D. Default in Payment

Customers not paying the amount due the Company for services on or before 22 days following rendition of the bill may be disconnected following notice mailed not less than six (6) days or served upon the customer not less than forty-eight (48) hours prior to disconnection by the Company.

*Indicates new rate or text

†Indicates change

DATE OF ISSUE _____
month day yearDATE EFFECTIVE _____
month day yearISSUED BY L. E. Schlessman
name of officerPresident Denver, CO
title address

Cancelling P.S.C.MO. No. _____

{ Original }	SHEET No. _____
{ Revised }	

Greeley Gas Company
Name of Issuing Corporation

For Rich Hill, Hume, and rural customers
Community, Town or City

RULES AND REGULATIONS

3. Discontinuance of Service

A. Reasons for Discontinuance

The Company may discontinue service to a customer for one or more of the following reasons:

1. Nonpayment of a delinquent account.
2. Failure to provide a security deposit or guarantee acceptable to the Company.
3. Unauthorized interference, diversion or use of the utility service situated or delivered on or about the customer's premises.
4. Failure to comply with the terms and conditions of a settlement agreement.
5. Refusal to grant Company personnel access at reasonable times to equipment installed upon the premises for purposes specified in these rules.
6. Misrepresentation of identity for the purpose of obtaining gas service.
7. Violation of any other rules of the Company on file with and approved by the Missouri Public Service Commission.

(continued on next sheet)

*Indicates new rate or text

+Indicates change

DATE OF ISSUE _____ DATE EFFECTIVE _____
month day year month day year

ISSUED BY L. E. Schlessman President Denver, CO
name of officer title address

FORM NO.

P.S.C.MO. No. 1

{ Original } SHEET No. 11
{ Revised }

Cancelling P.S.C.MO. No.

{ Original } SHEET No.
{ Revised }

Greeley Gas Company
Name of Issuing Corporation

For Rich Hill, Hume, and rural customers
Community, Town or City

RULES AND REGULATIONS

3. Discontinuance of Service (cont.)

B. Notice of Discontinuance

1. The Company shall not discontinue service unless written notice by first class mail is sent to the customer at least six (6) days prior to the date of the proposed discontinuance. If written notice is delivered to the customer, it shall be done at least forty-eight (48) hours prior to discontinuance. At least twenty-four (24) hours preceding discontinuance of service to a residential customer, the company shall make reasonable efforts to contact the customer to advise of the pending action and what steps must be taken to avoid discontinuance. Immediately preceding the discontinuance of residential service, the employee of the Company designated to perform such function, except in individual situations where the safety of the employee is a consideration, shall make a reasonable effort to contact and identify himself to the customer or responsible person then at the premises and shall announce the purpose of his presence. When residential service is discontinued, the employee shall leave a notice upon the premises in a manner conspicuous to the customer that service has been discontinued and the address and telephone number of the Company where the customer may arrange to have service restored.

*Indicates new rate or text
+Indicates change

DATE OF ISSUE _____ DATE EFFECTIVE _____
month day year month day year

ISSUED BY L. E. Schlessman President Denver, CO
name of officer title address

Greeley Gas Company

Name of Issuing Corporation

For Rich Hill, Hume, and rural customers
Community, Town or City

RULES AND REGULATIONS

4. Avoiding Discontinuance and ReconnectionA. Provisions to Avoid Discontinuance of Service

1. In case a non-residential billing is disputed, the Company will verify the accuracy of the bill and notify the customer before disconnection. Provisions of 4 CSR 240-13 will apply in disputes registered by residential customers. The Company will postpone discontinuance of gas service to a residential customer for a time not in excess of twenty-one (21) days if the discontinuance will aggravate an existing medical emergency of the customer, a member of his family, or other permanent resident of the premises where the service is rendered. The Company may require a customer to provide satisfactory evidence that a medical emergency exists.

B. Reconnection of Gas Service

1. Customers whose service is discontinued for failure to comply with the Company's rules and regulations shall not be reconnected until satisfactory assurance is given said rules and regulations will be observed and arrangements made, in conformance with 4 CSR 240-10 and 4 CSR 240-13, for the full payment of all bills and charges against the customer.

2. Customers whose service is discontinued for nonpayment of bills shall not be reconnected until all indebtedness due the Company for service shall have been paid. In such cases, the Company may require a cash deposit or guarantee under the terms of 4 CSR 240-13.030 to secure future payment of bills.

3. A reconnection charge of \$10.00 per meter shall be made for restoration of service following discontinuance of service pursuant to Rule 3.A.

(continued on next sheet)

*Indicates new rate or text

+Indicates change

DATE OF ISSUE _____ DATE EFFECTIVE _____
month day year month day yearISSUED BY L. E. Schlessman President Denver, CO
name of officer title address

FORM NO.

P.S.C.MO. No. 1

{ Original }
{ Revised }

SHEET No. 13

Cancelling P.S.C.MO. No.

{ Original }
{ Revised }

SHEET No.

Greeley Gas Company

For Rich Hill, Hume, and rural customers

Name of Issuing Corporation

Community, Town or City

RULES AND REGULATIONS

4. Avoiding Discontinuance and Reconnection (cont.)

4. The Company will make reasonable effort to restore service upon the day restoration is requested, and in any event, restoration will be made no later than the next working day following the day reconnection is requested by the customer.

5. Where a customer requests reconnection of gas service where he has previously requested disconnection of such service within the prior six (6) months, a charge of \$20.00 will be required for reconnection instead of the \$10.00 charge specified in Rule 4.B.3.

*Indicates new rate or text
+Indicates change

DATE OF ISSUE _____ DATE EFFECTIVE _____
month day year month day year

ISSUED BY L. E. Schlessman President Denver, CO
name of officer title address

Greeley Gas Company

For Rich Hill, Home, and rural customers
Community, Town or City

Name of Issuing Corporation

RULES AND REGULATIONS

5. Deposits and Guarantee of Payment

A. New Service

1. A security deposit may be required from a new non-residential customer equal to the estimated service bills for a two month period of highest usage.

2. A security deposit may be required from a new residential customer due to any of the following conditions:

a. The customer has outstanding with this Company or another utility providing the same type of service an unpaid service account which accrued within the last five years and at the time of the request for service remains unpaid and not in dispute.

b. The customer has in an unauthorized manner interfered with or diverted the service of a utility providing the same service situated on or about or delivered to the customer's premises within the last five years.

c. If the customer is unable to meet one of the following:

- i) Owns or is purchasing a home.
- ii) Is and has been regularly employed on a full-time basis for at least one year.
- iii) Has an adequate regular source of income.
- iv) Can provide adequate credit references from a commercial credit source.

(continued on next sheet)

*Indicates new rate or text
+Indicates change

DATE OF ISSUE _____
month day year

DATE EFFECTIVE _____
month day year

ISSUED BY L. E. Schlessman
name of officer

President Denver, CO
title address

FORM NO.

P.S.C.MO. No. 1{ Original } SHEET No. 15
{ Revised }

Cancelling P.S.C.MO. No. _____

{ Original } SHEET No. _____
{ Revised }Greeley Gas Company
Name of Issuing CorporationFor Rich Hill, Hume, and rural customers
Community, Town or CityRULES AND REGULATIONS5. Deposits and Guarantees of Payment (cont.)B. Continued Service

1. The Company may require a security deposit as a condition of continued service due to any of the following:

a. The service of the customer has been discontinued for nonpayment of a delinquent account not in dispute.

b. In an unauthorized manner, the customer interfered with or diverted the service of the Company situated on or about or delivered to the customer's premises.

c. The customer has failed to pay an undisputed bill before the delinquency date for five (5) billing periods out of twelve (12) consecutive billing periods. Before any deposit is demanded under this provision, the Company shall notify the customer in writing after the third such delinquency that a deposit may be required after the fifth such delinquency.

2. Deposits for residential gas service assessed under the provisions of Rule 5.B.1.a. or c. above during the months of November, December and January, if the customer is unable to pay the entire deposit, may be paid in installments over a six (6) month period, unless the Company can show a likelihood that the customer does not intend to pay for continued service.

(continued on next sheet)

*Indicates new rate or text
+Indicates change

DATE OF ISSUE _____ DATE EFFECTIVE _____
month day year month day yearISSUED BY L. E. Schlessman President Denver, CO
name of officer title address

Greeley Gas Company
Name of Issuing Corporation

For Rich Hill, Hume, and rural customers
Community, Town or City

RULES AND REGULATIONS

5. Deposits and Guarantees of Payment (cont.)

C. Deposit Terms and Conditions

1. A deposit shall not exceed the bill for gas service applicable to one billing period plus thirty (30) days and shall be computed on the basis of the estimated annual billing for the service, unless the deposit is required under the terms of Rule 5.B. (Continued Service), in which case the deposit shall not exceed two times the highest bill of that customer during the preceding twelve (12) months.

2. Interest at the rate of nine (9) percent, compounded annually, shall be payable on all deposits. Interest shall be either credited to the service account upon a monthly basis or upon the return of the deposit.

3. The credit of a customer shall be established and the deposit and accrued interest shall be refunded promptly by the Company upon satisfactory payment by the customer of all proper charges for gas service for a period not to exceed twelve (12) successive months. For purposes of this rule, payment is satisfactory if made prior to the date upon which the bill becomes delinquent.

4. Upon termination of service to a customer the Company will refund to the customer the amount of any cash deposit and accrued interest remaining after the application of such deposit and interest to any indebtedness (including late payment charges) of the customer to the Company.

*Indicates new rate or text
+Indicates change

DATE OF ISSUE _____ DATE EFFECTIVE _____
month day year month day year

ISSUED BY L. E. Schlessman President Denver, CO
name of officer title address

Greeley Gas Company
Name of Issuing Corporation

For Rich Hill, Hume, and rural customers
Community, Town or City

RULES AND REGULATIONS

6. Main Extensions

A. When an extension of Company's gas system is necessary in order to serve a customer or group of customers, Company shall furnish and install the connection to the gas main and service pipe from the main to the point of delivery located at the property line, provided that the length of the entire extension of main and service line is not greater than that obtained by allowing one hundred (100) feet per customer. The Company shall install only certain standard sizes and types of piping and materials in conjunction with the extension of its gas main. The Company reserves the right, as economic or other conditions warrant, to change or modify its standards in this regard.

B. When the investment in facilities required to supply a commercial or industrial customer is greater than the allowance for residential customers, the amount of the investment which the Company shall make will be determined by an analysis of the character of the service, the estimated revenue to be derived from such customer, and the estimated expenses of providing service to such customer.

C. Where such piping is installed in frozen ground, at greater than normal depth, under paved areas or under other unusual conditions, the customer shall be billed for the actual cost of labor, overheads and materials in excess of the Company's average cost of such an extension where unusual conditions are not present.

D. Extension of mains and service pipes in excess of that provided by the allowances above will be made by the Company, provided the applicant deposits as a contribution in aid of construction the Company's estimated cost of such excess. Title to

(continued on next sheet)

*Indicates new rate or text

+Indicates change

DATE OF ISSUE _____ DATE EFFECTIVE _____
month day year month day year

ISSUED BY L. E. Schlessman President Denver, CO
name of officer title address

Greeley Gas Company
Name of Issuing Corporation

For Rich Hill, Home, and rural customers
Community, Town or City

RULES AND REGULATIONS

6. Main Extensions (cont.)

all parts and portion of the extension, regardless of the amount of contribution in aid of construction, shall be and remain in the Company. Customers making advance payments or contributions under this policy will be required to enter into a Gas Distribution Extension Contract with Company. Applicants who execute the Extension Contract and provide a prorata share of a required advance payment will receive a prorata share of refund(s) for qualifying (full service) customers connected to the extension during the term of the agreement at a rate per the executed Extension Contract. Any refunds will not exceed the amount of the applicant's original total payment. In any case in which the owner of property or of an existing residence refuses to participate in the funding of the advance payment, but within five (5) years of the refusal, requests gas service, such person shall be billed a proportionate amount based upon the total number of services estimated to be installed at the time the advance payment level was derived. Upon receipt of that payment, the Company shall refund same to those persons who originally financed the main extension, in proportion to their contribution.

E. All main and service extensions are to be installed in permanently established public streets, roads and highways along the shortest practical route, as determined by the Company. Extensions of mains into or across private property will be made by the Company, at its option, provided that right of way and other conditions are satisfactory to Company.

*Indicates new rate or text
+Indicates change

DATE OF ISSUE _____ DATE EFFECTIVE _____
month day year month day year

ISSUED BY L. E. Schlessman President Denver, CO
name of officer title address

Cancelling P.S.C.MO. No. _____

{ Original }
{ Revised }

SHEET No. _____

Greeley Gas Company
Name of Issuing CorporationFor Rich Hill, Hume, and rural customers
Community, Town or City

RULES AND REGULATIONS

7. Meters, Customer Piping and EquipmentA. Location of Meters and Company Equipment

Meters shall be located as near as possible to the point where the service piping enters the property line. Meters shall not be installed inside any dwelling, business place or building frequented privately or by the public. The service pipe to the property line and the meter are the property of the Company and may be removed by the Company when service is terminated.

B. Meter Accuracy

The Company will make a meter test free of charge upon request of a customer, provided that the meter has not been tested within twelve (12) months previous to such request. The customer shall be notified of the time and place of such test so that he may be present to witness it. A written report giving the results of the test will be made to the customer, the original record being kept on file at the office of the Company in accordance with 4 CSR 240-10.030(2).

C. Customer Piping and Equipment

1. All piping, connections, equipment, and gas burning appliances beyond the Company's meter shall be furnished, installed, and owned by the customer or owner of the premises and shall at all times be maintained in a safe, efficient and proper operating condition by and at the expense of the customer or the owner of the premises.

(continued on next sheet)

*Indicates new rate or text

+Indicates change

DATE OF ISSUE _____
month day yearDATE EFFECTIVE _____
month day yearISSUED BY L. E. Schlessman
name of officerPresident Denver, CO
title address

Greeley Gas Company
Name of Issuing CorporationFor Rich Hill, Hume, and rural customers
Community, Town or City

RULES AND REGULATIONS

7. Meters, Customer Piping and Equipment (cont.)

2. The customer or the owner of the premises shall bring his piping to a point at the property line which provides easy access to the meter or meters. Any change of location of the service pipe or meter requested by the customer or owner of the premises shall be done by Company at the expense of the person requesting same. The Company shall bill the person for the actual cost of labor and material necessary to relocate the involved facilities.

3. Upon written request of the customer or the owner of the premises, the Company shall at its convenience make repairs to, replacements of, or clear obstructions in piping of the person requesting same. The Company shall bill the person for the actual cost of labor and material necessary to place the piping in good operating condition.

4. Prior to establishing service to a customer, the Company shall have the right to test and inspect all piping, connections, equipment, and gas burning appliances on the customer's premises beyond the Company's meter. If an unsafe, dangerous or improper condition is discovered by the Company, it may refuse to provide service to a customer until such time as the facilities are made safe and proper. In determining what constitutes safe and proper, the National Fuel Gas Code, 1980 edition, shall be a minimum standard.

5. The Company shall have the right to immediately discontinue or interrupt service to a customer if the customer's premises are found to be in an unsafe, improper or dangerous condition due to: the condition of the piping, connections, equipment, or gas burning appliances beyond the Company's meter; unauthorized tampering or diversion of the gas on the customer's premises; or the integrity of the Company's delivery system. Service shall not be restored until the conditions set forth in paragraph 4 above are met.

6. A discontinuance or interruption of service may be made in accordance with the above provisions without advance notice being given to the customer. Notice of such discontinuance or interruption shall be given, as soon as practical under the circumstances, either in

*Indicates new rate or text

+Indicates change

(continued on next sheet)

DATE OF ISSUE _____ month day year DATE EFFECTIVE _____ month day year

ISSUED BY L. E. Schlessman President Denver, CO
name of officer title address

Greeley Gas Company
Name of Issuing Corporation

For Rich Hill, Hume, and rural customers
Community, Town or City

RULES AND REGULATIONS

7. Meters, Customer Piping and Equipment (cont.)

person or by means of a notice left in a conspicuous place at the customer's premises. If a personal notice of the discontinuance or interruption is not given to the customer, the Company shall mail a notice to the customer in addition to posting a notice at the customer's premises. The notice(s) given the customer shall indicate: the service has been discontinued or interrupted; the reason for the discontinuance or interruption; and the address and telephone number of the Company where the customer may arrange to have service restored.

7. After service has been initially established to a customer, the Company shall not assume any responsibility with regard to testing or inspecting the piping, connections, equipment, or gas burning appliances on the customer's premises beyond the Company's meter. The customer or owner of the premises or both shall hold the Company harmless and indemnify it against any claims for damages to person or property arising beyond the outlet of Company's meter or from piping not owned by the Company.

*Indicates new rate or text
+Indicates change

DATE OF ISSUE _____ DATE EFFECTIVE _____
month day year month day year

ISSUED BY L. E. Schlessman President Denver, CO
name of officer title address

Schroer - Riley

CASE NO. GM-88-139

WDS

Chairman

C.M.

Commissioner

Plum

Commissioner

CSA

Commissioner

Commissioner

1 1984

1-27

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 27th day of January, 1988.

Harvey G. Hubbs

Harvey G. Hubbs
Secretary