

Missouri Public Service Commission

Area Code 314
751-3234

P.O. BOX 360
JEFFERSON CITY
MISSOURI 65102

January 25, 1988

Schroeder

Commissioners:

- WILLIAM D. STEINMEIER
Chairman
- CHARLOTTE MUSGRAVE
- ALLAN G. MUELLER
- CONNIE B. HENDREN
- JAMES M. FISCHER
- ROBERT J. SCRIBNER
Staff Director
- HARVEY G. HUBBS
Secretary
- WILLIAM C. HARRISON
General Counsel

Mr. Harvey G. Hubbs
Secretary
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102

RE: Case No. GM-88-139 - In the matter of the joint application of Rich Hill-Hume Gas Company, Inc. and Greely Gas Company for authority to sell and purchase Rich Hill-Hume Gas Company's franchise, work or system.

Dear Mr. Hubbs:

Enclosed for filing in the above-referenced case is an original plus fourteen (14) conformed copies of the Stipulation and Agreement. Copies have been mailed to all parties of record on this date.

Thank you for your consideration in this matter.

Sincerely,

William K. Haas

William K. Haas
Assistant General Counsel

WKH:sg

cc: W. R. England, III
Office of Public Counsel

FILED
JAN 25 1988
PUBLIC SERVICE COMMISSION

FILED

JAN 25 1988

PUBLIC SERVICE COMMISSION

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)
Sell and Purchase Rich Hill-Hume Gas)
Company's Franchise, Works or System.)

Case No. GM-88-139

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.

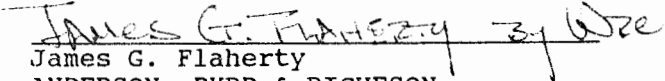
5. That Greeley will not acquire or assume any of Rich Hill's existing debts as a result of the purchase of Rich Hill's franchise, works or system, nor will Greeley, in purchasing the assets of Commercial Pipeline Company, acquire any notes or other receivables due from Rich Hill.

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
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& ENGLAND, P.C.
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ATTORNEYS FOR RICH-HILL HUME
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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

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

FORM NO. 1

P.S.C.MO. No. 1

{ Original } SHEET No. 4

~~{ 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 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 _____
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
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 year

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

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

GENERAL GAS SERVICE SCHEDULE		
PURCHASED GAS ADJUSTMENT CLAUSE (cont.)		
Adjustment Statement		
<p>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.</p>		
<p>Regular <u>PGA</u></p>	<p>Actual Cost <u>Adjustment</u></p>	<p>Net <u>PGA</u></p>
<p>(\$.1424)</p>	<p>(.0951)</p>	<p>(\$.2375)</p>
<p>*Indicates new rate or text +Indicates change</p>		

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 For Rich Hill, Hume, and rural customers
Name of Issuing Corporation 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
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DATE OF ISSUE month day year DATE EFFECTIVE 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 }
{ Revised }

SHEET No. 8

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

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 _____
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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

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

Greeley Gas Company For Rich Hill, Hume, and rural customers
 Name of Issuing Corporation 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.

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 †Indicates change

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

Greeley Gas Company For Rich Hill, Hume, and rural customers
 Name of Issuing Corporation 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 _____
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ISSUED BY L. E. Schlessman President Denver, CO
 name of officer title address

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

A. 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.

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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.

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

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

RULES AND REGULATIONS

5. Deposits and Guarantee of PaymentA. 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.

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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
5. 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)

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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

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.

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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)

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 +Indicates change

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

Greeley Gas Company For Rich Hill, Hume, and rural customers
 Name of Issuing Corporation 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.

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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

A. 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.

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

Greeley Gas Company For Rich Hill, Hume, and rural customers
Name of Issuing Corporation 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

FORM NO.

P.S.C.MO. No. 1

{ Original } SHEET No. 21

{ Revised }

Cancelling P.S.C.MO. No.

{ Original } SHEET No.

{ Revised }

Greeley Gas Company

For Rich Hill, Hume, and rural customers

Name of Issuing Corporation

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 month day year

DATE EFFECTIVE month day year

ISSUED BY I. E. Schlessman name of officer

President Denver, CO title address

LAW OFFICES

HAWKINS, BRYDON, SWEARENGEN & ENGLAND

PROFESSIONAL CORPORATION

312 EAST CAPITOL AVENUE

P. O. BOX 456

JEFFERSON CITY, MISSOURI 65102-0456

AREA CODE 314
TELEPHONE 635-7166
TELECOPIER 634-7431
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JAMES C. SWEARENGEN
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VICKI J. GOLDAMMER
JOHN A. RUTH
PAULA BOUDREAU
BARRY V. CUNDIFF
TERRY E. CROW
ELIZABETH A. WISNOSKY

January 25, 1988

Mr. Harvey G. Hubbs
Public Service Commission
P. O. Box 360
Jefferson City, Missouri 65102

RE: Rich Hill-Hume Gas Company - Greeley Gas Company
Case No. GM-88-139

Dear Mr. Hubbs:

Enclosed for filing in the above-referenced matter please find an original and fourteen copies of a Certificate of Authority which Greeley Gas Company has obtained from the Missouri Secretary of State's Office indicating that it is authorized to do business in Missouri as a foreign corporation.

Would you please see that this is brought to the attention of the appropriate Commission personnel. I thank you in advance for your cooperation in this matter.

Sincerely,

W. R. England, III
W. R. England, III

WRE/rdg

Enclosure

cc: Office of Public Counsel
Ms. Melody Schroer
Mr. William K. Haas
Mr. Jim Flaherty
Mr. Gary Gates

FILED
JAN 25 1988
PUBLIC SERVICE COMMISSION

No. F00310918



STATE OF MISSOURI

ROY D. BLUNT, Secretary of State

CORPORATION DIVISION

CERTIFICATE OF AUTHORITY

WHEREAS,

GREELEY GAS COMPANY

using in Missouri the name

GREELEY GAS COMPANY

incorporated under the Laws of the State of COLORADO and now in existence and in good standing in said State has filed in the office of the Secretary of State duly authenticated evidence of its incorporation, as provided by law, and has, in all respects, complied with the requirements of The General and Business Corporation Law governing Foreign Corporations;

NOW, THEREFORE, I, ROY D. BLUNT, Secretary of State of the State of Missouri, by virtue of the authority vested in me by law, do hereby certify that said corporation is from this date duly authorized to carry on business in the State of Missouri, and is entitled to all rights and privileges granted to Foreign Corporations under The General and Business Corporation Law.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix

the GREAT SEAL of the State of Missouri. Done at the City of

Jefferson, this 25th day of JANUARY

19 88

Roy D. Blunt

Secretary of State

\$130.00

LAW OFFICES

HAWKINS, BRYDON, SWEARENGEN & ENGLAND

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ELIZABETH A. WISNOSKY

January 26, 1988

FILED

JAN 26 1988

PUBLIC SERVICE COMMISSION

Mr. Harvey Hubbs, Secretary
Public Service Commission
P. O. Box 360
Jefferson City, Missouri 65102

RE: Rich Hill-Hume Gas Company, Inc. - Greeley Gas Company
Case No. GM-88-139

Dear Mr. Hubbs:

Enclosed for filing in the above-referenced cause please find three copies of the following original tariff sheets:

P.S.C. Mo. No. 1, Original Sheets 1 through 21.

These tariffs are being filed pursuant to a Stipulation and Agreement entered into between Greeley Gas Company, Rich Hill-Hume Gas Company, Inc., and Staff previously filed in the above-referenced matter. These tariffs are in conformance with said Stipulation and Agreement. It is anticipated that the Commission will act on Wednesday, January 27, 1988, to approve the Stipulation and Agreement and thus approve the sale of Rich Hill-Hume Gas Company, Inc.'s assets to Greeley Gas Company.

Assuming that the Stipulation and Agreement is approved, I would ask that the Commission take whatever action is necessary to approve the tariffs for service rendered on and after Thursday, January 28, 1988. In addition, please cancel the tariffs currently on file with the Commission in the name of Rich Hill-Hume Gas Company, Inc.

Would you please see that this filing is brought to the attention of the appropriate Commission personnel. I thank you for your attention to and cooperation in this matter.

Sincerely,

W. R. England, III
W. R. England, III

WRE/rdg
Enclosure
cc: Office of Public Counsel
Mr. Gary Gates
Mr. Jim Flaherty
Mr. Dick Remley
Ms. Melody Schroer

RECEIVED
JAN 26 1988

OFFICE OF THE SECRETARY
PUBLIC SERVICE COMMISSION