

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

In the matter of the application of Summit Natural Gas of)
Missouri Inc., for authority to issue up to and including) File No. _____
\$100,000,000 of long-term indebtedness.)

APPLICATION AND MOTION FOR EXPEDITED TREATMENT

COMES NOW Summit Natural Gas of Missouri, Inc. (“SNG” or the “Company”) by and through its undersigned counsel, pursuant to §§ 393.180 and 393.190, RSMo (2000) and Missouri Public Service Commission (“Commission”) rules 4 CSR 240-2.060, 2.080, 3.220 and 4.020(2)(B) for its application to issue up to and including an aggregate of \$100,000,000 of long-term indebtedness as described further below, states as follows:

APPLICANT

1. SNG is a wholly owned subsidiary of Summit Utilities, Inc., and is a corporation duly incorporated under the laws of the State of Colorado with its principal offices located at 7810 Shaffer Parkway, Suite 120, Littleton, Colorado 80127. A copy of a certificate from the Missouri Secretary of State that SNG is authorized to do business in Missouri as a foreign corporation was submitted in Case No. GA-2012-0285 and is incorporated by reference in accordance with Commission Rule 4 CSR 240-2.060(1)(G). Other than cases that have been docketed at the Commission, SNG has no pending action or final unsatisfied judgments or decisions against it from any state or federal agency or court within the past three (3) years that involve customer service or rates. SNG has no annual report or assessment fees that are overdue.

2. SNG conducts business as a “gas corporation” and a “public utility” as those terms are defined at § 386.020 RSMo and provides natural gas service in the Missouri counties of Harrison, Daviess, Caldwell, Pettis, Benton, Morgan, Camden, Miller, Greene, Webster,

Laclede, Wright, Douglas, Texas, Howell, Stone, and Taney subject to the jurisdiction of the Commission as provided by law.

3. All correspondence, communications, notices, orders and decisions of the Commission with respect to this matter should be sent to the undersigned counsel and:

Martha Wankum
Missouri Regulatory Manager
Summit Natural Gas of Missouri, Inc.
312 East Capitol Avenue
Jefferson City, MO 65101
Cell: 573-317-7863
Email: mwankum@summitutilitiesinc.com

and

Michelle A. Moorman
Manager of Regulatory Affairs
Summit Natural Gas of Missouri, Inc.
7810 Shaffer Parkway, Suite 120
Littleton, CO 80127
Telephone: 720-981-2127
Facsimile: 720-981-2129
Cell: 303-478-0329
Email: mmoorman@summitutilitiesinc.com

4. The Company seeks an order from the Commission granting it the authority to issue \$100,000,000 of long-term, secured indebtedness as more fully described below.

5. A certified copy of a Secretary's Certificate noting approval by the Company's Board of Directors authorizing the proper officers of the Company to do all things necessary to authorize the financing transactions contemplated by this Application and as more particularly described herein is included as **Appendix 1** and incorporated herein by reference.

FINANCING DETAIL

6. On or before December 31, 2012, SNG intends to execute a \$100,000,000 Senior Secured Term Loan ("Term Loan") with CoBank, ACB. CoBank, ACB ("CoBank"), will act as sole Administrative Agent and Lead Arranger for a syndicate of financial institutions, including

CoBank, as lenders. The Term Loan shall have a term of three (3) years, maturing on December 31, 2015. The Term Loan will: (a) draw \$43,000,000 to refinance certain outstanding indebtedness of SNG owed to CoBank and UMB Bank Colorado; (b) finance the debt capital needs associated with the capital expenditure requirements related to the expansion efforts around the Lake of the Ozarks as authorized in Case No. GA-2012-0285; (c) finance the debt capital needs associated with the incremental fill-in efforts in the existing system; and, (d) finance a one-time cash distribution to the Infrastructure Investment Fund managed by JP Morgan on the closing date. Attached as **Appendix 2HC** is the term sheet for the CoBank Term Loan Facility which outlines the principal terms of the agreement including the interest rate and applicable fees. As security for the loan, the Company proposes to execute and deliver a Deed of Trust or Mortgage and Security Agreement for the benefit of CoBank, which will be late-filed as **Appendix 3HC**.

LOAN AGREEMENTS AND OTHER MATTERS APPLICABLE

7. The costs associated with the authorization and issuance of the Term Loan referenced herein, including legal, administrative, filing and mailing costs as well as the facility, utilization and letter of credit fees associated with the \$100,000,000 loan are estimated to be \$1,100,000.

8. The Mortgage or Deed of Trust and Security Agreement will constitute a first lien on substantially all of the properties currently owned and subsequently acquired by SNG, including its certificates of convenience and necessity. Consequently, the loan obligations will be secured by a lien or encumbrance on SNG's existing utility franchises, plant and system that are used to provide service to its customers, and also on an encumbrance against any additional plant and assets.

FILING REQUIREMENTS AND RELATED MATERIALS

9. Marked as **Appendix 4HC**, attached hereto and made a part hereof for all purposes, is information regarding SNG's financial information including the audited financials for the twelve month period ending December 31, 2011. Marked as **Appendix 5HC** and attached hereto and made part hereof for all purposes, are financial statements with adjustments showing the *pro forma* effect of the contemplated financing.

10. Subjecting SNG's operating properties to the lien of the Deed of Trust and/or Mortgage and Security Agreement will not be detrimental to the public interest, and in fact will be beneficial to the public interest because the public health, safety and welfare will be served by the ability of SNG to obtain access to the financing on the most favorable terms available. Granting the authority requested will be transparent to SNG's customers in that it will not cause any adverse impact on customer service or rates.

11. The proposed financing transactions will have no material impact on the tax revenues of the political subdivisions in which any of the structures, facilities or equipment of the companies involved are located.

MOTION FOR EXPEDITED TREATMENT

12. The Company desires to finalize this transaction on or before December 31, 2012 or as soon thereafter as possible, and pursuant to 4 CSR 240-2.080(16), SNG respectfully seeks expedited treatment of this matter and requests that the Commission act by December 19, 2012, or as soon as possible thereafter. As explained herein, the loan will refinance existing debt for SNG. Further, there will be no negative effect on SNG's customers or the general public if the Commission acts by the date desired by the parties.

CONTINGENT REQUEST FOR WAIVER

13. The Company does not anticipate that this matter will be a contested case since no hearing is required by statute and previous financings by SNG have been approved without the filings having become contested by any interested party.

14. Accordingly, SNG was not required to file a 60-day Notice of Filing pursuant to 4 CSR 240-4.020(2). However, to the extent that a 60-day Notice of Filing could otherwise be required under 4 CSR 240-4.020(2), SNG respectfully requests that such notice requirement be waived for good cause as the parties desire expedited approval of the transaction as previously set forth herein. 4 CSR 240-4.020(2)(B).

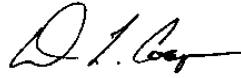
WHEREFORE, the Company requests that the Commission approve this Application as described herein, and issue an order that:

- (a) Authorizes SNG to enter into, execute and deliver loan agreements with CoBank to incur indebtedness provided that the aggregate principal amount of all such debt obligations shall not exceed \$100,000,000, collectively bearing a commercially reasonable interest rate, and having such designation and redemption, purchase and other terms as shall be determined by SNG;
- (b) Authorizes SNG to create and make effective the lien on the Mortgage and/or Deed of Trust and the Security Agreement on all of the franchises, certificates of convenience and necessity, plant and system of SNG, the entity, in the State of Missouri to secure its obligations under the various loans all as provided in Appendix 3HC;
- (c) Authorizes SNG to enter into, execute, deliver and perform the necessary promissory notes, loan agreements and other documents necessary to effectuate the

described transactions; and,

(d) Authorizes SNG to take such other actions as may be reasonably incidental, necessary or appropriate to complete the transaction.

Respectfully submitted,



Dean L. Cooper MBE# 36592
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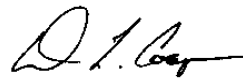
**ATTORNEYS FOR SUMMIT NATURAL GAS
OF MISSOURI, INC.**

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been sent by electronic mail this 7th day of November, 2012, to:

Office of the General Counsel
Missouri Public Service Commission
Governor State Office Building
Jefferson City, Missouri 65101
gencounsel@psc.mo.gov

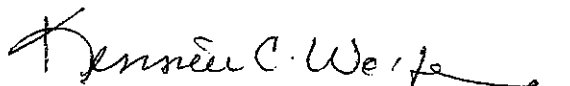
Office of the Public Counsel
Governor State Office Building
Jefferson City, Missouri 65101
opcservice@ded.mo.gov




VERIFICATION

STATE OF COLORADO)
)
COUNTY OF LARIMER) ss.

Kenneth C. Wolfe, being first duly sworn, on his oath and in his capacity as Chief Legal Officer states that he is authorized to execute this Application on behalf of Summit Natural Gas of Missouri, Inc. and has knowledge of the matters stated herein, and that said matters are true and correct to the best of his knowledge and belief.


Kenneth C. Wolfe

Subscribed and sworn to before me this 6th day of November, 2012.


Notary Public

My Commission Expires: 10/15/2014

