

**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 amend its existing)
Credit Agreement and to extend the term of its) File No. _____
outstanding secured indebtedness of \$100,000,000)
with the issuance of a new note having more favorable)
interest rates.)

**APPLICATION, MOTION FOR EXPEDITED TREATMENT,
AND CONTINGENT REQUEST FOR WAIVER**

COMES NOW Summit Natural Gas of Missouri, Inc. (“SNGMO” or the “Company”), by and through its undersigned counsel, pursuant to §§ 393.180 and 393.190, RSMo, and Missouri Public Service Commission (“Commission”) Rules 4 CSR 240-2.060, 2.080, 3.220 and 4.020(2)(B), and, for its application to amend its existing Credit Agreement, which was approved by the Commission on December 19, 2012, and to issue up to and including an aggregate of \$100,000,000 of long-term indebtedness as described further below, states as follows:

THE APPLICANT

1. SNGMO 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 SNGMO 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, SNGMO 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. SNGMO has no annual report or assessment fees that are overdue.

2. SNGMO 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 Davis
Director, Government & Regulatory Affairs
Summit Natural Gas of Missouri, Inc.
312 East Capitol Avenue
Jefferson City, MO 65101
Cell: 573-317-7863
Email: Martha.Davis@summitnaturalgas.com

M. Bryan Little, Esq.
Vice President, Government & Regulatory Affairs
Summit Utilities, Inc.
7810 Shaffer Parkway, Suite 120
Littleton, CO 80127
Telephone: 720-981-2178
Facsimile: 720-981-2129
Cell: 303-478-0329
Email: mblittle@summitutilitiesinc.com

4. The Company seeks an order from the Commission granting it the authority amend its Credit Agreement and 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. In its *Order Authorizing Issuance of Debt*, dated December 19, 2012, in File No. GF-2013-0261, the Commission authorized the Company to issue \$100,000,000 of long-term, secured indebtedness pursuant to the terms of a Credit Agreement. Through this application, the Company seeks the approval of the Commission to amend the Credit Agreement and to extend this indebtedness through December 31, 2017.

7. On or before December 31, 2015, SNGMO intends to execute a Second Amendment and Restated Credit Agreement for a \$100,000,000 Senior Secured Term Loan (“Term Loan”) with CoBank, ACB (“CoBank”). CoBank will continue to act as the sole Administrative Agent and Lead Arranger for a syndicate of financial institutions, including CoBank, as lenders. The Term Loan will expire on December 31, 2017. A copy of the Second Amendment and Restated Credit Agreement in substantially final form is attached as **Appendix 2HC**.

8. Attached as **Appendix 3HC** is a document entitled Amended and Renewal Summary of Terms and Conditions, which outlines the principal terms of the agreement including the interest rate and applicable fees. In addition to the extension of the existing Credit Agreement, the Second Amendment to Amended and Restated Credit Agreement includes a reduction in the applicable interest rates for Eurodollar Rate Loans of 2.00%, and a reduction in the Base Rate Loans of 1.00%.

LOAN AGREEMENTS AND OTHER MATTERS APPLICABLE

9. 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.

10. The Mortgage or Deed of Trust and Security Agreement will continue to constitute a first lien on substantially all of the properties currently owned and subsequently acquired by SNGMO, including its certificates of convenience and necessity. Consequently, the loan obligations will be secured by a lien or encumbrance on SNGMO'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

11. Marked as **Appendix 4HC**, attached hereto and made a part hereof for all purposes, is information regarding SNGMO's financial information including the audited financials for the twelve month period ending December 31, 2014. 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.

12. Subjecting SNGMO'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 SNGMO to obtain access to the financing on the most favorable terms available. The note evidencing the Company's obligations under the Second Amendment and Restated Credit Agreement will not represent an increase in the Company's outstanding long-term, secured, indebtedness. Rather, it is merely an extension of an existing debt facility on more favorable terms. 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.

13. 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

14. The Term Loan under the existing Credit Agreement expires on December 31, 2015. Accordingly, the Company must finalize this transaction on or before December 31, 2015, and pursuant to 4 CSR 240-2.080(16), SNGMO respectfully seeks expedited treatment of this matter and requests that the Commission act by December 19, 2015, or as soon as possible thereafter. SNGMO has worked diligently to find financing to replace or extend the expiring Term Loan. SNGMO apologizes that this application was not filed sooner. However, SNGMO has filed this application as soon as possible given that it received the documents necessary to make this filing on October 20, 2015. As explained above, the loan will refinance existing debt for SNGMO on more favorable terms. Therefore, there will be no negative effect on SNGMO's customers or the general public if the Commission acts by the requested date.

CONTINGENT REQUEST FOR WAIVER

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

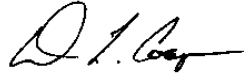
16. Accordingly, SNGMO was not required to file a 60-day Notice of Filing pursuant to 4 CSR 240-4.020(2). However, to the extent that a 60-day Notice of Filing could otherwise be required under 4 CSR 240-4.020(2), SNGMO respectfully requests that such notice requirement be waived for good cause as the Company is requesting 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 SNGMO to enter into, execute and deliver the Second Amendment to Amended and Restated Credit Agreement 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 SNGMO to continue 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 SNGMO, the entity, in the State of Missouri to secure its obligations under the various loans all as provided in Appendix 3HC and 4HC;
- (c) Authorizes SNGMO 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 SNGMO 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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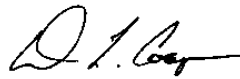
**ATTORNEYS FOR SUMMIT NATURAL GAS
OF MISSOURI, INC.**

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been sent by electronic mail this 22nd day of October, 2015, 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 Jefferson)

ss.

I, Steven E. Birchfield being first duly sworn, on my oath and in my capacity as Chief Financial officer state that I am authorized to execute this Application on behalf of Summit Natural Gas of Missouri, Inc., that I have knowledge of the matters stated herein, and that said matters are true and correct to the best of his knowledge and belief.

Steven E. Birchfield

Subscribed and sworn to before me this 22nd day of October, 2015.

JEANETTE BINKLEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20054000346
MY COMMISSION EXPIRES JANUARY 04, 2017

Jeanette Binkley
Notary Public

My Commission Expires: 1/4/17