BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

* * *

IN THE MATTER OF THE APPLICATION OF GREELEY GAS COMPANY'S GAS PURCHASE PLAN FOR THE PERIOD JULY 1, 1998 TO JUNE 30, 1999	))))))	Docket No. 98P-240G

AMENDED STIPULATION AND AGREEMENT

This Amended Stipulation and Agreement ("Stipulation") is entered into by and among Greeley Gas Company ("Greeley" or "Company"), a division of Atmos Energy Corporation ("Atmos") and the Staff of the Public Utilities Commission of the State of Colorado ("Staff"). Greeley and Staff are referred to herein collectively as the "Parties" and individually as a "Party." Each Party to this Stipulation pledges its support of this Stipulation and states that each will defend the settlement reached by the Parties as reflected herein. The Office of Consumer Counsel ("OCC") is not party to the settlement reached in the above-captioned docket. However, the OCC joins in this Stipulation for the limited purpose of stating that it does not object to the settlement reached in this proceeding and supports the entry of a Commission order approving such settlement.

1. By Decision No. C00-216, adopted by the Colorado Public Utilities Commission ("Commission") on February 24, 2000, the Commission set the Company's Gas Purchase Plan ("GPP"), Gas Cost Adjustment ("GCA") and Gas Purchase Report

("GPR") filings covering the period from July 1, 1998 through June 30, 1999 (the "Review Period") for hearing for the purpose of determining the reasonableness of the actual gas commodity and upstream pipeline service costs incurred by Greeley during the Review Period.

2. On or about April 14, 2000, Staff and the OCC submitted their respective Notice of Intervention of Right and Entry of Appearance.

3. On May 18, 2000, Administrative Law Judge Isley held a prehearing conference for the purpose of establishing a procedural schedule governing the above-captioned proceeding. The procedural schedule adopted was later reduced to writing and set forth in Recommended Decision No. R00-549-I.

4. On June 26 and 27, 2000, Staff conducted an onsite review at the Dallas, Texas offices of Atmos. During this review, Staff examined the books and records of the Company, as well as inquired into the procedures employed by Atmos on behalf of Greeley regarding the selection and acquisition of gas commodity and upstream pipeline services utilized by the Company to provide natural gas service to its customers within the State of Colorado.

5. On July 17, 2000, the Company filed direct testimony and exhibits of Messrs. John W. Hack, Ben H. Boyd, Jr. and Bobby J. Cline in support of Greeley's GPP, GCA and GPR filing applicable to the Review Period. The Company's direct testimony and exhibits addressed a variety of matters, including a general explanation of the calculation of the applicable GCA rates, of the development of Greeley's peak and

annual sales gas requirements and of the process by which the Company acquires the natural gas commodity and upstream pipeline services necessary to meet those requirements.

6. Throughout the course of this proceeding, Greeley and Staff have held a variety of discussions for the purpose of providing Staff with supporting documentation and information regarding the Company's GPP, GCA and GPR filings applicable to the Review Period in this proceeding. These discussions have resulted in Greeley and Staff reaching a settlement of all issues in this proceeding. While not an active participant in those discussions, the OCC has had access to all information provided to Staff in this proceeding and has undertaken its own review of the Company's gas commodity and upstream pipeline purchasing decisions applicable to the Review Period.

7. The discussions and sharing of information undertaken by the Parties in this proceeding have resulted in a settlement among the Parties of all issues which were or could have been contested in this docket. Pursuant to the settlement reached, Staff hereby states that it has no objection to a Commission decision accepting as prudent and reasonable the purchased gas costs (including gas commodity and upstream pipeline purchases) that underlie Greeley's GPP, GCA and GPR filings applicable to the Review Period in this proceeding. Staff further acknowledges that the purchase gas costs underlying Greeley's gas cost adjustment rates, including the deferred gas cost account (Account No. 191) in effect during the Review Period, are reflective of the costs recorded in the Company's general ledger and are supported by appropriate invoice documentation.

8. During its review in this proceeding, Staff identified two areas of concern relating to the level of imbalances that natural gas transportation customers on Greeley's system are allowed to carry. As part of the settlement reached by the Parties, Greeley has agreed to take certain steps in order to eliminate Staff's concerns.

9. The first area of concern relates to Greeley's Colorado PUC No. 6-Gas Tariff, Sheet No. R33A which provides in pertinent part that "[f]or transportation for irrigation use, in consideration of the inherent difficulty in predicting this load, imbalances less than 25 percent of prior month deliveries may be cleared out during the following month with imbalances greater than 25 percent being cashed out under the terms set forth above." More specifically, Staff asserts that irrigation transportation customers should have the same imbalance tolerance levels applied to them as are applied to all other transportation customers. In acknowledgement of this position, and for the purpose of settlement, Greeley has agreed to eliminate this provision from its tariff. Attached hereto and incorporated herein by reference as Exhibit A is a pro forma Sheet No. R33A which has been revised to reflect the removal of the provision that Staff finds unacceptable. (The agreed-upon change to Sheet No. R33A necessitates certain changes to Sheet No. R34 relative only to the sequential numbering of paragraphs on Sheet No. R34. Consequently, Exhibit A contains a revised Sheet No. R34 as well.) The Parties agree that within thirty (30) days after the Commission's approval of this Stipulation and Agreement, Greeley shall make a compliance filing with the Commission wherein revised Sheet Nos. R33A and R34, in form and content that is identical in all material respects to that set forth in Exhibit A, will be filed to become effective upon thirty (30) days' notice.

10. The second area of concern to Staff relates to the allocation of certain of the Company's upstream pipeline service costs to gas transportation customers in acknowledgement of the imbalance flexibility offered by the Company to the transportation customer class. More specifically, the nature of gas transportation service necessarily dictates that during the course of a month, individual transportation customers will use a volume of gas that is either greater than or less than the quantity of gas nominated by the individual customers.

11. The Parties agree that the Company is able to accommodate the difference between the transportation customers' actual use versus nominated volumes through the level of certain upstream pipeline services that it purchases from its various upstream pipeline service providers. It is Staff's position that gas transportation customers should be responsible for a portion of said upstream pipeline service costs paid by the Company through its GCA since the Company subscribes to certain upstream pipeline services in order to, among other things, accommodate imbalances on its system for all of its customers.

12. Historically, the cost of these upstream pipeline services has not been recovered from Greeley's transportation class of service. However, in acknowledgement of Staff's position, and for the purpose of settlement, Greeley has agreed to revise its gas cost adjustment mechanism and associated rates so as to begin to recover an appropriate portion of the monthly reservation charges incurred in conjunction with certain of these upstream pipeline costs from transportation customers as described below. The Parties agree that within thirty (30) days after the Commission's approval of this Stipulation and

Agreement, Greeley shall make a compliance filing with the Commission wherein revised Sheet Nos. 7a, 8 and 8a, in form and content that is identical in all material respects to those set forth in Exhibit B attached hereto and incorporated herein by reference, will be filed to become effective on thirty (30) days' notice.

13. More specifically, the Company's system is divided into four (4) separate rate divisions. For the purposes of settlement, the Parties have agreed to address the issue of implementation of a GCA component applicable to gas transportation service within the four (4) rate divisions as follows:

a. With regard to the Company's gas transportation service in its Southeast rate division, and subject to the provisions of paragraph 14 below, the Parties agree that transportation customers shall bear a portion of the cost responsibility associated with the monthly reservation charges incurred by Greeley from Colorado Interstate Gas Company for No-Notice Service according to the methodology set forth in Exhibit C attached hereto and incorporated herein by reference.

b. Because of the nature of upstream pipeline services under contract by the Company to serve customers in the Company's Northwest/Central and Northeast rate divisions, the Parties have agreed that transportation customers shall not be required to share any such cost responsibility for those upstream pipeline services. The basis for the Parties' agreement in this regard is as follows: Public Service Company of Colorado ("PSCo") provides upstream pipeline services to Greeley's Northwest/Central and Northeast rate divisions. PSCo allows its interconnecting local distribution company ("LDC") transport customers such as Greeley the ability of shifting any end user transportation imbalances onto PSCo's system, rather than carrying those imbalances on the LDC's system. Given the fact that transportation customers in Greeley's Northwest/Central and Northeast rate divisions do not incur monthly imbalances on Greeley's system, the Parties have agreed that Greeley need not revise its GCA mechanism and rates to recover a portion of the monthly PSCo reservation charges from the transportation customers in these rate divisions. However, in the event that PSCo should no longer allow its interconnecting LDC transportation customers to shift end user transportation imbalances onto PSCo's system, Greeley agrees that it will make an appropriate filing with the Commission in order to implement a GCA component to be applied to its transportation customers within the Northwest/Central and Northeast rate divisions, and that such component shall be developed using a methodology that is consistent with that set forth in Exhibit C hereto for the Southeast rate division, or such other methodology as might be approved by the Commission in the future for the Southeast rate division as contemplated in paragraph 14 below.

c. With respect to the Company's Southwest rate division, the Parties have likewise agreed that Greeley need not revise its GCA mechanism to implement a GCA component applicable to transportation customers within this rate division. The Parties' agreement in this regard is based on the fact that Greeley does not incur monthly reservation fees with respect to the upstream pipeline service that it receives from Northwest Pipeline Company ("Northwest Pipeline") to serve customers in this rate division since Northwest Pipeline's rates for Greeley are commodity based. The Parties have, however, agreed that if Northwest Pipeline should in the future implement a separate reservation charge for upstream pipeline services rendered to Greeley for service to the Southwest rate division, Greeley will make an appropriate filing with the Commission in order to implement a GCA component to be applied to its transportation customers within the Southwest rate division, and that such component shall be developed using a methodology that is consistent with that set forth in Exhibit C hereto for the Southeast rate division, or such other methodology as might be approved by the Commission in the future for the Southeast rate division as contemplated in paragraph 14 below.

14. To the extent balancing is designed to accommodate both sales and transportation commodity throughput, for the purpose of settlement, the Parties have agreed that the embedded balancing charge applicable to both sales and transportation classes can be calculated using a commodity based allocation methodology. As stated above, calculation of the GCA component that the Parties have agreed will be applied to transportation customers receiving transportation service within the Company's Southeast rate division is as set forth in Exhibit C hereto. The resulting rate reflects the use of what the Parties refer to as a two-step mitigation process whereby the cost responsibility to transportation customers has been first reduced by an amount reflective of an imputed load factor of 100 percent and then in a second step, reduced further by multiplying the resulting rate by the Company's actual cash-out percentage. Staff agrees that this second mitigation measure is only appropriate as a transition measure but does not believe that there is any basis to support the application of this second mitigation measure. Therefore, in recognition of Staff's position on this issue, the Parties have

agreed that in Greeley's next Phase II rate case or its 2001 annual GCA filing, whichever one is sooner, Greeley will include, for informational purposes only, the development of a GCA component to be applied to transportation customers within the Company's Southeast rate division that is calculated using the methodology set forth in Exhibit C hereto, except for the application of the second mitigation measure. In so doing, however, the Parties acknowledge and agree that Greeley is in no way obligated to support or to defend this methodology.

15. Previously, in Docket No. 99M-304G, Staff performed an extensive audit in the areas of Greeley's accounting and gas purchase practices. Staff's work was a result of 1999 Account No. 191 reporting problems associated with the Company's GCAs. Staff and the Company worked to resolve Docket No. 99M-304G issues and acknowledge that resolution of Docket No. 99M-304G issues has helped reduce the issues identified in this docket. As a result, the Parties agree that Docket No. 99M-304G can and should now be closed; provided, however, that the Company agrees that it will not oppose the reopening of Docket No. 99M-304G for the purpose of investigating the occurrence of similar Account No. 191 reporting problems, should they arise in the future.

16. This Agreement shall not become effective until the issuance of a final Commission order approving the Agreement, which order does not contain any modification of the terms and conditions of this Agreement that is unacceptable to the Parties hereto. In the event the Commission modifies this Agreement in a manner unacceptable to any Party hereto, that Party shall have the right to withdraw from this

Agreement and proceed to hearing on some or all of the issues that may be appropriately raised by that Party in this docket under a new procedural schedule. The withdrawing Party shall notify the Commission, and the other Party to this Agreement, in writing within ten (10) days of the date of the Commission order that the Party is withdrawing from the Agreement (such notice being referred to as the "Notice"). A Party who properly serves a Notice shall have and be entitled to exercise all rights the Party would have had in the absence of the Party's agreeing to this Agreement. Hearing shall be scheduled on an expedited basis, as soon as practicable.

17. In the event that this Agreement is not approved, or is approved with conditions that are unacceptable to any Party who subsequently withdraws, the negotiations or discussions undertaken in conjunction with the Agreement shall not be admissible into evidence in this or any other proceeding.

18. Approval by the Commission of this Agreement shall constitute a determination that the Agreement represents a just, equitable and reasonable resolution of all issues that were or could have been contested among the Parties in this proceeding, except as otherwise specifically noted in this Agreement.

19. Except as otherwise specifically agreed upon in this Agreement, nothing contained herein shall be deemed as constituting a settled practice or of precedential value for the purposes of any other proceeding.

20. This Agreement may be executed in counterparts, all of which when taken together shall constitute the entire Agreement with respect to the issues addressed by this Agreement.

21. The Parties agree to a waiver of compliance with any requirement of the Commission's Rules and Regulations to the extent necessary to permit all provisions of this Agreement to be carried out and effectuated.

Dated this 29th day of January, 2001.

APPROVED:

GREELEY GAS COMPANY

By: ______________________
Ben H. Boyd, Vice President
Rates and Regulatory Affairs
1301 Pennsylvania Street,
Suite 800
Denver, CO 80203
(303) 831-5674

APPROVED AS TO FORM:

HOLLAND & HART LLP

By: ______________________
Thomas R. O'Donnell, Reg. #15188
555 Seventeenth Street, Suite 3200
Denver, Colorado 80202-3979
(303) 295-8291
ATTORNEYS FOR GREELEY GAS COMPANY

APPROVED:

STAFF OF THE PUBLIC UTILITIES COMMISSION

By: ______________________
Billy Kwan
Energy Analyst
1580 Logan St., OL2
Denver, CO 80203
(303) 894-2000

APPROVED AS TO FORM:

KENNETH L. SALAZAR
Attorney General

By: ______________________
Mana L. Jennings-Fader, #15773
Assistant Attorney General
1525 Sherman St., 5th Floor
Denver, CO 80203

(303) 866-5267

ATTORNEY FOR STAFF OF THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

COLORADO OFFICE OF CONSUMER COUNSEL

By: ______________________
Kenneth V. Reif, Director
Colorado Office of Consumer Counsel
1580 Logan Street, Suite 740
Denver, CO 80203
(303) 894-2121

KENNETH L. SALAZAR
Attorney General

By: ______________________
Michelle A. Norcross, Reg. #18938
First Assistant Attorney General
1525 Sherman St., 5th Floor
Denver, CO 80203
(303) 866-5869

ATTORNEY FOR COLORADO OFFICE OF CONSUMER COUNSEL

GREELEY GAS COMPANY
P. O. Box 650205
Dallas, TX 75265-0205

Colo. P. U. C. No. 6 Gas
1st Revised Sheet No. R33A
Cancels Original Sheet No. R33A

Rules, Regulations or Extension Policy

GAS TRANSPORTATION TERMS AND CONDITIONS

IMBALANCE PROVISIONS (continued)

"Cash Out" Method

Imbalance Volumes[1]	Cash Out Price[2]
First 5% of Mcf Received by Company	100% of Index Price
Next 5% of Mcf Received by Company	110% of Index Price
Over 10% of Mcf Received by Company	120% of Index Price

However, if the Imbalance volumes were not approved by the Company, then the Imbalance volumes shall be deemed as an unauthorized overrun and may be billed at the greater of (1) Ten Dollars ($10.00) per Mcf or (2) the Mcf charge per Mcf made to Greeley Gas Company by its pipeline supplier. Imbalance volumes are deemed approved unless the Company notifies (or reasonably attempts to notify) the customer in advance that overrun gas is not available.

c) If the Imbalance is positive (receipts by the Company for the customer exceeded customer's consumption), then the Company will purchase the Imbalance volumes from the customer at the rates described in the following "Cash Out" method:

"Cash Out" Method

Imbalance Volumes[1]	Cash Out Price[2]
First 5% of Mcf Received by Company	100% of Index Price
Next 5% of Mcf Received by Company	90% of Index Price
Over 10% of Mcf Received by Company	80% of Index Price

[1] Not to exceed the Imbalance volumes.

[2] The index price will be applicable cash out price for the pipeline through which replacement, displaced gas was transported.

d) The customer may contract with the Company to arrange for stand-by service. Pricing for such service will include a non-discounted transportation rate, recovery of the applicable pipeline demand charges, and other fixed charges associated with maintaining an available stand-by supply. Sales gas taken under stand-by service will be priced at the Company's incremental commodity cost on the applicable pipeline. C

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Issue Date:

Signature of Issuing Officer

Rules, Regulations or Extension Policy

GAS TRANSPORTATION TERMS AND CONDITIONS

IMBALANCE PROVISIONS (continued)

e) Customer will be reimbursed for all pipeline transportation commodity charges applying to cash out volumes. However, the reimbursement will not exceed pipeline transportation commodity charges the Company would have incurred to transport the "Cash Out" volumes. C

f) In addition to other tariff penalty provisions, the customer shall be responsible for any penalty(s) assessed by the pipeline(s) resulting from the customer's failure to match the Customer's Receipt Point(s) volumes with the Customer's Delivery Point(s) volumes. C

g) These terms and conditions shall be applied by the Company in a nondiscriminatory manner and shall be applied uniformly to all similarly situated customers. C

DETERMINATION OF VOLUMES TRANSPORTED

Volumes transported by Company will be those volumes delivered to the Company by the Transportation Customer. For Transportation Customers paying the maximum rate, fuel gas and system losses are included in the rate. For Transportation Customers paying less than the maximum rate, fuel gas and system losses will be negotiated in the Transportation Contract and deducted from those volumes delivered to Company. Fuel gas and system losses shall be determined based upon the latest twelve months ended June actual information available.

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GREELEY GAS COMPANY
P. O. Box 650205
Dallas, TX 75265-0205

TRANSPORTATION COST ADJUSTMENT

APPLICABILITY

The transportation rate schedules for the Southeast Division are subject to a Transportation Gas Cost Adjustment. The Transportation Gas Cost Adjustment will be subject to annual changes to be effective for bills rendered on and after November 1 of each year. In addition, consistent with GCA rule, 4 CCR 723-8-4.2, if components used in the computation of this Transportation Gas Cost Adjustment should change, the Company may file a revision to the Transportation Gas Cost Adjustment, provided that such change equates to at least $.001 per Mcf.

TRANSPORTATION GAS COST ADJUSTMENT

The following formula is used to determine the Transportation Gas Cost Adjustment (TGCA) amount:

$$TGCA = [((V_c / V_d)(V_t / 365) / MDQ) D] / V_t$$

Where:

V_c = Annual transportation cashout volumes
V_d = Annual delivered transportation volumes for customers cashed-out
V_t = Annual transportation volume throughput
MDQ = Maximum daily quantity per the NNT-1 contract with Colorado Interstate Gas
D = Projected annual demand costs of NNT-1 contract with Colorado Interstate Gas

TREATMENT OF COST RECOVERED

The costs recovered from customers through application of the Transportation Gas Cost Adjustment shall be included in the Deferred Gas Cost computation of non-transportation customers.

INFORMATION TO BE FILED WITH THE PUBLIC UTILITIES COMMISSION

Each proposed revision in the Transportation Gas Cost Adjustment will be accomplished by filing an application and will be accompanied by such supporting data and information as the Commission may require from time to time.

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GREELEY GAS COMPANY
1301 Pennsylvania St., Suite 800
Denver, CO 80203

Exhibit B
Page 2 of 3

Colo. P.U.C. No. 6 Gas
42nd Revised Sheet No. 8
Cancels 41st Revised Sheet No. 8

Natural Gas Rates

Gas Cost Adjustment

All Rates at $ per CCF

Rate Division	BPB	Sheet Number	Current Gas Cost	Base Gas Cost	Deferred Gas Cost	Total Gas Cost Adjustment
NE	14.65	11,17,18a,19a	0.50550	0.31290	0.0281	0.22070
NW/C	14.65	11,16,18c,38	0.47910	0.25092	(0.0463)	0.18188
SE	14.65	11,17,18b, 19b,55,56	0.48450	0.24510	0.0765	0.31590
		70,71	0.00520	0.00000	0.00000	0.00520
SW	14.65	11,66	0.44270	0.21538	(0.0093)	0.21802

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Vice President - Rates & Regulatory Affairs

Title

Effective Date:

Decision No.

GREELEY GAS COMPANY
1301 Pennsylvania St., Suite 800
Denver, CO 80203

Colo. P.U.C. No. 6 Gas
4th Revised Sheet No. 8a
3rd Revised Sheet No. 8a

Natural Gas Rates

Gas Price Component Summary

All Rates at $ per CCF

Rate Div.	BPB	Sheet No.	Current Upstream Cost (a)	Current Commodity Cost (b)	LDC Costs (c)	Total Current Cost (d)	Deferred Gas Cost (e)	Total Commodity Gas Cost (f)
NE	14.65	11	0.10340	0.40210	0.10304	0.60854	0.0281	0.63664
NE	14.65	17	0.10340	0.40210	0.10170	0.60720	0.0281	0.63530
NE	14.65	18a	0.10340	0.40210	0.08364	0.58914	0.0281	0.61724
NE	14.65	19a	0.10340	0.40210	0.07910	0.58460	0.0281	0.61270
NW/C	14.65	11	0.08320	0.39590	0.16996	0.64906	(0.04630)	0.60276
NW/C	14.65	16	0.08320	0.39590	0.08357	0.56267	(0.04630)	0.51637
NW/C	14.65	18c	0.08320	0.39590	0.10515	0.58425	(0.04630)	0.53795
NW/C	14.65	38	0.08320	0.39590	0.08705	0.56615	(0.04630)	0.51985
SE	14.65	11	0.08480	0.39970	0.18872	0.67322	0.07650	0.74972
SE	14.65	17	0.08480	0.39970	0.17189	0.65639	0.07650	0.73289
SE	14.65	18b	0.08480	0.39970	0.12926	0.61376	0.07650	0.69026
SE	14.65	19b	0.08480	0.39970	0.12394	0.60844	0.07650	0.68494
SE	14.65	55	0.08480	0.39970	0.13126	0.61576	0.07650	0.69226
SE	14.65	56	0.08480	0.39970	0.13126	0.61576	0.07650	0.69226
SE	14.65	70	0.00000	0.00520	0.18872	0.19392	0.00000	0.19392
SE	14.65	71	0.00000	0.00520	0.17189	0.17709	0.00000	0.17709
SW	14.65	11	0.04220	0.40050	0.19010	0.63280	(0.00930)	0.62350
SW	14.65	66	0.04220	0.40050	0.15033	0.59303	(0.00930)	0.58373

Total Current Cost (d) = (a) + (b) + (c)
Total Commodity Gas Cost (f) = (d) + (e)

Note: The LDC Costs do not reflect the General Rate Schedule Adjustment Rider on Second Revised Sheet No. 9.

Advice Letter No.: Issue Date:

Signature of Issuing Officer

Vice President - Rates & Regulatory Affairs Effective Date:
Title

Decision No.

GREELEY GAS COMPANY
DEMAND/RESERVATION COSTS
SYSTEM SUPPLY/TRANSPORTATION
PLAN YEAR ENDING JUNE 30, 2001

EXHIBIT C
Page 1 of 3

	DEMAND COSTS	INCLUDING TRANSPORTATION	TRANSPORTATION AS A % OF SALES	PERCENTAGE OF DAILY DEMAND	PERCENTAGE OF IMBALANCE DEMAND
SOUTHEAST DIVISION:					
CIG (NNT-1)	$801,543				
	$801,543		$261,934.31	$344,583.34	$65,886.83
Sales Volume	2,632,348	3,910,130	1,277,782	1,277,782	1,277,782
Recovery Rate	$0.304	$0.205	$0.205	$0.270	$0.052

GREELY GAS COMPANY
CALCULATION OF DAILY DEMAND PERCENTAGES
COLORADO

EXHIBIT C
Page 2 of 3

	GREELEY CONTRACT MDQ	ANNUAL TRANSPORTATION VOLUME DIVIDED BY 365	PERCENTAGE	ANNUAL TRANSPORTATION VOLUME DIVIDED BY 365 TIMES IMBALANCE %	PERCENTAGE
Southeast Division:					
CIG (NNT-1) *	8,143				
	8,143	3,501	42.99%	669	8.22%

* **The sum 6 months of MDQ divided by 6)**

GREELEY GAS COMPANY
COLORADO CASH OUTS/DELIVERIES

EXHIBIT C
Page 3 of 3

	Imbalance	Division 35 Southeast Cash Out	Delivered
Jul-99	(23,601)	3,617	137,889
Aug-99	(32,834)	(28,381)	120,954
Sep-99	(21,675)	(28,263)	90,682
Oct-99	(702)	(8,595)	28,930
Nov-99	(21,681)	(24,267)	78,871
Dec-99	(16,090)	(17,178)	90,607
Jan-00	(4,576)	(4,667)	88,767
Feb-00	1,254	1,221	95,223
Mar-00	(25,307)	(24,660)	112,155
Apr-00	(18,042)	(14,827)	105,350
May-00	(35,339)	(31,652)	132,343
Jun-00	(61,443)	(57,351)	148,147
	(260,036)	(235,003)	1,229,918
Percentage of Cashout			19.11%

( ) Credit Due Greeley