

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW MEXICO**

In re:

ROMAN CATHOLIC CHURCH OF THE  
DIOCESE OF GALLUP, a New Mexico  
corporation sole,

Debtor.

Chapter 11

Case No. 13-13676-t11

**MOTION UNDER 11 U.S.C. § 366 FOR ORDER DETERMINING THAT UTILITY  
SERVICE PROVIDERS ARE ADEQUATELY PROTECTED; AND PROHIBITING  
UTILITY SERVICE PROVIDERS FROM ALTERING, REFUSING OR  
DISCONTINUING SERVICES**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Roman Catholic Church of the Diocese of Gallup, a New Mexico corporation sole, the debtor and debtor-in-possession (“**RCCDG**”) in the above Chapter 11 reorganization case (the “**Reorganization Case**”), by and through its proposed attorneys undersigned, respectfully requests that the Court enter an Order determining that: (1) RCCDG has complied with 11 U.S.C. § 366; (ii) the utilities that provide utility services to RCCDG have been provided with adequate assurance of payment (the “**Utility Obligations**”); and (iii) prohibits utility providers from altering, refusing, or discontinuing service to RCCDG (the “**Utility Motion**”).

This Utility Motion presents a “core” proceeding under 28 U.S.C. § 157(b)(2) over which this Court has jurisdiction to enter a final order pursuant to 28 U.S.C. § 1334. The statutory predicate of this Utility Motion is 11 U.S.C. § 366.

This Utility Motion is supported by: (i) the following Memorandum of Points and Authorities; (ii) the “Declaration Of Bishop James Wall In Support Of Chapter 11 Petition And First Day Motions” (the “**Wall Declaration**”); (ii) the “Declaration Of Christopher G. Linscott”

In Support Of First Day Motions” (the “**Linscott Declaration**”); and (iv) the entire record before the Court in this Reorganization Case.

RESPECTFULLY SUBMITTED this 12th day of November, 2013.

*/s/ Susan G. Boswell*

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## MEMORANDUM OF POINTS AND AUTHORITIES

On November 12, 2013 (the “**Petition Date**”), RCCDG commenced this Reorganization Case by filing a voluntary Chapter 11 petition. RCCDG has remained a debtor-in-possession under 11 U.S.C. §§ 1107 and 1108 since the Petition Date.

### **I. BACKGROUND**

#### **The Civil and Ecclesiastical Entities and Organization of the Entities.**

The Debtor in this Reorganization Case is RCCDG which is a New Mexico corporation sole,<sup>1</sup> formed under the laws of the State of New Mexico. RCCDG conducts its business/civil affairs under the laws of New Mexico and the United States and in accordance with the Code of Canon Law (“**Canon Law**”), the ecclesiastical law of the Roman Catholic Church.<sup>2</sup> RCCDG acquires and holds property and conducts its civil affairs for the practice of the Roman Catholic religion in the geographic area that has been decreed as the Diocese. The Bishop of the Diocese has responsibility for the Roman Catholic faithful within the geographic territory of the Diocese and carries out his duties in accordance with Canon Law. The Bishop is also the sole member of RCCDG and the Arizona entity.

According to Canon Law, a diocese is a geographic territory formed to serve the Catholic faithful and through which the mission and ministry of the Roman Catholic Church in the area

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<sup>1</sup> New Mexico no longer has the corporation sole form of incorporation; however, an entity formed as a corporation sole at the time New Mexico provided for that form of incorporation was not required to re-incorporate as a non-profit corporation, but was allowed to continue its existence as a corporation sole which RCCDG has.

<sup>2</sup> Although there is another civil entity, Bishop of the Roman Catholic Church of the Diocese of Gallup, an Arizona corporation sole (the “**Arizona Entity**”), all of the civil business of the Diocese is conducted through RCCDG and the Arizona Entity does not conduct any business. Moreover, as explained in more detail herein, the ecclesiastical diocese created in 1939 is the Diocese, the territory of which was decreed to include areas in both New Mexico and Arizona.

designated as a diocese is carried out. A diocese is administered by a Bishop who is appointed to serve by the Pope. However, a diocese is not the only Roman Catholic ecclesiastical entity within its geographic territory. Every diocese is divided into distinct parts or parishes which are separate entities under both Canon Law and civil law. There are other Catholic entities, separate from a diocese and parishes that also operate within a diocese such as foundations or schools.<sup>3</sup> The relationship among RCCDG, the Diocese, the Parishes and various other entities within the geographic territory of the Diocese is described in greater detail in the Wall Declaration filed contemporaneously with this Utility Motion.

The Diocese is the poorest diocese in the United States. There are no large metropolitan areas within the geographic area of the Diocese which includes significantly poor and underdeveloped areas where there is high unemployment and low income. Approximately sixty percent (60%) of the geographic area served by the Diocese is on Native American reservations. In many of the counties located within the geographic area of the Diocese, approximately forty-three percent (43%) of the people live below the poverty level, and the unemployment rate is approximately forty percent (40%) on the Native American reservations. The Diocese is comprised of more Native Americans than any other diocese in the United States. There are seven distinct tribes within the Diocese: the Acoma, Laguna, Zuni (Pueblo Indians), Jicarilla Apache, White Mountain Apache, Hopi, and Navajo. The remainder of the population of the Diocese is divided among approximately thirty (30) nationalities, with the largest ethnic group being Hispanic.

RCCDG obtains its operating funds from a number of sources. It receives a small portion of the Sunday collections from the Parishes, it receives grants specifically restricted by the

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<sup>3</sup> A school can also be established, owned and operated by a parish or a diocese or can be a separate independent entity under Canon Law and civil law.

grantor for certain programs provided by the Diocese and it receives donations from donors, some of which are restricted for specific purposes as designated by the donor and others which are unrestricted and used by RCCDG to fund its operations and other needs.

There are fifty-four (54) Parishes and thirty-one (31) active Missions within the geographic area of the Diocese. Missions also serve areas within the Diocese. A mission is typically much smaller than a parish. In some cases, a mission may have been a parish at one time but because of a lack of parishioners or other reasons, is no longer a parish and has become a mission. Similarly, a mission may become a parish in the future depending on various circumstances, such as membership.

Notwithstanding the significant poverty and financial challenges of the parishioners and the Parishes, for the most part, Parishes receive sufficient donations and other funding to pay their operating expenses.<sup>4</sup> However, all of the Parishes require outside support, such as through grants, to sustain their programs and physical plant.<sup>5</sup> In addition, RCCDG provides salary subsidies for priests who serve in twelve (12) of the Parishes of between \$250.00 to \$350.00 per month. Also, even Parishes that obtain sufficient donations to pay most of their operating expenses do not generate sufficient funds from donations or other sources to provide substantial support to the Diocese. One Parish, St. Anthony located in McNary, Arizona does not have sufficient funds from collections, donations or other sources, to pay its operating expenses; therefore, consistent with its mission and ministry, RCCDG provides direct administrative support and subsidizes some of the expenses of the St. Anthony Parish.

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<sup>4</sup>The plate collections and donations from parishioners at these Parishes are not substantial and the Parishes operate very leanly.

<sup>5</sup> Grants that are provided from third parties for the benefit of the Parishes are restricted by the grantor for the Parishes (and not for RCCDG) but are administered by RCCDG.

Not every Parish or Mission has a priest, so priests travel and minister among several Parishes or Missions. The services provided by the Diocese support and promote not only the Catholic religion for those within its territory but also support and promote essential services for all people within the geographic area of the Diocese, regardless of religious affiliation. In addition, consistent with its mission and ministry and its obligations under Canon Law, RCCDG provides administrative support for the priests, Parishes and Missions, including procuring and administering insurance programs and grants, providing support services for religious and other programs, recruitment and training of priests and similar services.

**Operations of RCCDG, Gallup School and Retreat Center.**

As part of its mission and ministry, the Diocese has various functions, divisions and programs, the civil affairs of which are administered by RCCDG, some of which are described below.<sup>6</sup>

Gallup Catholic Schools (“**Gallup School**”) operates as a separate entity from RCCDG but is part of RCCDG for civil purposes and part of the Diocese for ecclesiastical purposes.<sup>7</sup> Prior to 2010, the Gallup School was a separate corporation organized under New Mexico law and operated as an independent entity. For a variety of reasons, it was determined that the Gallup School should be owned and operated by RCCDG and on August 4, 2010, the New Mexico Office of the Public Regulation Commission issued a certificate of dissolution for Gallup

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<sup>6</sup> The following is not intended to be an exhaustive description of the activities of RCCDG.

<sup>7</sup> The real and personal property of Gallup School is owned by RCCDG, subject to any donor designated restrictions. There are other Catholic schools within the geographic area of the Diocese; however, these schools are either separate independent entities (not associated with a parish) or part of, owned and operated by a parish, and the real and personal property of those independent entities are owned by those entities (subject to any donor designated restrictions).

Catholic School, Inc. and the ownership and operation of the Gallup School became part of RCCDG.

Gallup School is pre-school through eighth (8th) grade and is dedicated to academic excellence integrating the doctrine and traditions of the Catholic Church. Gallup School's mission is to nurture the spiritual, emotional, intellectual, cultural and physical development of its students. Gallup School is celebrating its centennial year this year. Similar to the Diocese, Gallup School provides a Catholic education to the community notwithstanding the financial challenges of its families. Historically, Gallup School has not been self-sustaining and depended upon RCCDG for additional financial support; however, Gallup School expects to break even this year.

Sacred Heart Retreat Center ("**Retreat Center**"), located near Gallup, is owned by RCCDG and is part of the ministry of the Diocese. The Retreat Center is a place of hospitality, quiet prayerfulness and desert beauty and serves the spiritual needs of those who come through prayer, retreat, and spiritual and educational programs. The Retreat Center is an integral part of the ministry of the Diocese and is open to spiritual, educational, cultural, business and civic groups. The Retreat Center is located on fifteen (15) acres of rugged land, and there are four (4) small hogans, one (1) large hogan, a bedroom hall, conference rooms and a chapel on the grounds of the Retreat Center.

RCCDG also develops and administers various Diocese-wide programs and ministries such as the Office of Native American Ministry and the Office of Religious Education. The Office of Native American Ministry was established by Bishop Wall in 2012 to assess and meet the spiritual needs of the Native American members of the Diocese. The Office of Religious Education oversees and provides administrative support to all Directors of Religious Education

throughout the Diocese and helps set standards for catechism requirements, religious classes and related activities. There are other programs and ministries that are offered and supported by RCCDG and the Diocese that serve the needs of people within the Diocese, a more complete description of which can be found on the Diocese website—[www.dioceseofgallup.org](http://www.dioceseofgallup.org).

**Additional Separate Entities That Support The Diocese’s Mission.**

Among the other separate and independent entities that operate within the geographic territory of the Diocese are the Southwest Indian Foundation (“SWIF”), Catholic Peoples Foundation (“CPF”) and Catholic Charities of Gallup, Inc. (“Catholic Charities”). SWIF is a New Mexico non-profit corporation that was incorporated in 1981. SWIF is governed by a board of directors of which the Bishop is an ex-officio member. SWIF assistance is strictly limited to Native Americans, and its services include: school grants and individual tuition assistance, homes for battered women and children, home repair and wood stove installation, Christmas food baskets for needy families, alcohol counseling, and emergency assistance in the areas of food, clothing, heating fuel, and temporary shelter.

CPF is a New Mexico non-profit corporation that was incorporated in 1998. CPF administers programs and grants that assist in promoting the mission and ministry of the Catholic Church within the geographic area of the Diocese. CPF is governed by a board of directors of which the Bishop is an ex-officio member.

Catholic Charities is also a New Mexico non-profit corporation that was incorporated in 1974. Catholic Charities is governed by a board of directors, and the Bishop does not serve on its board in any capacity. Catholic Charities administers various programs within the area of the Diocese and provides assistance and service to everyone within the geographic area, in particular the poor and vulnerable.



SWIF, CPF and Catholic Charities are self-supporting and do not receive any financial support from RCCDG.

**The Sex Abuse Crisis and the Need for Reorganization.**

Over the last half of the twentieth century a tragedy that runs contrary to the every teaching and tradition of the Roman Catholic Church has unfolded which affected the Diocese: priests and other workers in the Roman Catholic Church took advantage of their positions in the community and in their parishes, missions and schools and sexually abused children. In the Diocese, a small number of priests, primarily in the 1950's and 1960's, committed these crimes which have resulted in claims (and in some cases lawsuits) made by adults based upon acts that they assert occurred decades ago (in some cases more than fifty (50) years prior to bringing the claim or lawsuit). There are currently thirteen (13) lawsuits filed which are pending in the Coconino County, Arizona Superior Court. In addition, RCCDG has been made aware of at least another eight (8) claims which have not yet resulted in lawsuits but which are being pressed against RCCDG. Most of these claims (both in and out of active litigation) pertain to periods in which RCCDG does not appear to have been insured. Therefore, not only has RCCDG been bearing the entire cost of defense of these claims, but any settlements had to be funded solely out of Diocesan assets. For any claims that pertain to abuse that occurred between October 1, 1965 and December 1, 1977, RCCDG was insured by The Home Insurance Company which was liquidated pursuant to state receivership proceedings in New Hampshire. As a result, the New Mexico Property and Casualty Insurance Guaranty Fund Association (the "**New Mexico Fund**") provides limited coverage for certain claims that occurred within the Home Insurance Company policy period. For claims arising after December 1, 1977 through the present, RCCDG is insured by Catholic Mutual Relief Society of America Insurance Company ("**Catholic Mutual**").

However, there are very few claims that have been asserted where the abuse occurred within the Catholic Mutual coverage period. RCCDG has not yet determined whether there may be some basis for broader coverage by Catholic Mutual but intends to do so. In addition, there may be other entities against whom RCCDG may have indemnity, contribution or other claims for the abuse acts that have resulted or may result in claims being asserted against RCCDG. Among other reasons for such claims, the priests who are responsible for the majority of the claims came from one or more dioceses or orders to minister in the Diocese. RCCDG is in the process of investigating the viability of such claims. As of the Petition Date, no other entity has acknowledged potential liability or offered to participate in a resolution of any of the abuse claims.

As previously stated, the Diocese is the poorest diocese in the United States. RCCDG is simply not able to continue to shoulder the cost of defending these claims or to respond to any judgment that will likely be entered on some of the pending lawsuits. Moreover, it is clear that the universe of claims has not yet been identified or asserted. Accordingly, RCCDG filed this Reorganization Case to help focus its efforts and limited financial resources to bring healing to those who were abused, parishioners and others affected by the past acts of sexual abuse committed by clergy and others associated with the Diocese or who ministered within the geographic area of the Diocese. It is through the Reorganization Case that the Diocese seeks to finally and comprehensively address the issues resulting from the abuse crisis that has caused great harm to those who have been abused, plunged an already financially-strapped Diocese into a severe financial crisis, and affected the Catholic Church's traditional ministries in the communities within the Diocese. RCCDG seeks to accomplish these goals by reorganizing its financial affairs pursuant to a plan of reorganization that will, among other things, fairly, justly,

and equitably compensate those who were damaged because of sexual abuse by clergy, while allowing the Diocese to continue its ministry and mission, including providing counseling and other services to those who have been harmed and serving an underserved area and population with needed services.

**Plan of Reorganization.**

It is the hope and desire of RCCDG and the Diocese that all constituencies can come together quickly and confirm a plan of reorganization for RCCDG. RCCDG will be challenged just to pay the costs of administration of the Reorganization Case and its normal operating expenses, without regard to funding a plan to compensate those who have been abused; therefore, RCCDG intends to make every effort to bring the Reorganization Case to as early a conclusion as possible to minimize costs of administration. RCCDG will file a motion for the Court to set a bar date for claims as soon as feasible after the Petition Date. RCCDG also intends to request appointment of an unknown claims representative to represent the interests of claimants who will not have filed claims but for whom a statute of limitations may not yet have run as of the claims bar date or confirmation of a plan of reorganization. RCCDG does not believe that appointment of a minors' representative is necessary in this Reorganization Case because RCCDG is not aware of any abuse that occurred for which any such claimants may still be minors.

It is the desire and intent of RCCDG to work in a collaborative and cooperative manner with all constituencies, and it is in everyone's best interests to move the Reorganization Case expeditiously to conclusion with a minimal amount of litigation. Otherwise, estate assets will be consumed with costs of administration, including professional fees as opposed to being primarily used to compensate those who have been harmed. In that regard, RCCDG would not be opposed

to commencing mediation very early in the Reorganization Case as a way to minimize professional fees and move the Reorganization Case to an early successful conclusion.

## **II. UTILITY PROVIDERS**

By this Utility Motion, RCCDG seeks an Order determining that it has complied with 11 U.S.C. § 366 and that the utilities that provide utility services to RCCDG (the “**Utility Providers**”)<sup>8</sup> have been provided with adequate assurance of payment and that Utility Providers are prohibited from altering, refusing, or discontinuing service to RCCDG.

In the course of its ministry and operations, RCCDG has business relationships with certain Utility Providers. Also, Gallup School requires utility services to continue providing educational services. Most of the RCCDG’s relationships with its Utility Providers are longstanding, and continuance of these services is crucial to RCCDG’s operations.

As of the Petition Date, the Utility Providers identified on “**Schedule 1**”<sup>9</sup> hereto provided services crucial to RCCDG’s operations at various locations (including the Gallup School, the Chancery, the Retreat Center, the residential complex including the Bishop’s residence, housing for religious Sisters, and other residences owned by RCCDG) which might be characterized as utility services. As of the Petition Date, RCCDG was not delinquent on any of its prepetition obligations to Utility Providers who supply services to RCCDG. Furthermore, due to the longstanding

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<sup>8</sup> The Utility Providers who are the subject of this Utility Motion provide utilities to RCCDG only. A complete list of the Utility Providers and the last few digits of the account numbers, if any, by which they identify services to RCCDG are listed on Schedule 1 attached hereto. While some of the Utility Providers may also provide utilities to some of the Parishes, those utility services are not the subject of this Utility Motion.

<sup>9</sup> RCCDG does not admit that all creditors listed on Schedule 1 are “Utility Providers” as contemplated in 11 U.S.C. § 366; nevertheless, RCCDG has listed them out of an abundance of caution. RCCDG reserves the right to object to any Request (defined below) made by a creditor listed on Schedule 1 on the ground that such creditor is not entitled to the protections of 11 U.S.C. § 366.

relationship RCCDG has with the Utility Providers, none of the Utility Providers has required RCCDG to provide any kind of security deposit prepetition.

### **III. RELIEF REQUESTED**

By this Utility Motion, pursuant to 11 U.S.C. §§ 105(a) and 366, RCCDG seeks entry of an Order on an emergency basis:

a) Requiring any Utility Provider that is not satisfied with the assurance of future payment provided by RCCDG to serve a Request (defined below) on the RCCDG;

b) Requiring any Request (defined below) to be served upon RCCDG, c/o Quarles & Brady LLP, One South Church Avenue, Suite 1700, Tucson, Arizona 85701-1621, Attn.: Elizabeth S. Fella, Esq.;

c) Requiring RCCDG to provide a deposit equal to the value of one week's worth of the service provided by the requesting Utility Provider based on an average of the cost of utility services provided in the 12-month period prior to the Petition Date (the "**Adequate Assurance Deposit**") as soon as is practicable after receipt of a Request, but only if the Utility Provider does not already hold a deposit equal to or greater than the Adequate Assurance Deposit;

d) Deeming the receiving Utility Provider to have received adequate assurance of payment within the meaning of 11 U.S.C. § 366 upon receipt of the Adequate Assurance Deposit;

e) Allowing RCCDG and/or the Utility Provider to request a hearing date from the Court if RCCDG and the Utility Provider cannot agree on the amount of the Adequate Assurance Deposit, and, pending notice and a hearing on the matter, prohibiting the disputing Utility Provider from altering, refusing or discontinuing services to RCCDG or recovering or setting off against a prepetition deposit;

f) Deeming any Utility Provider that fails to make a Request to be satisfied that it has received adequate assurance of payment to such Utility Provider within the meaning of 11 U.S.C. § 366;

g) Prohibiting all Utility Providers from altering, refusing or discontinuing utility services to RCCDG or recovering or setting off against a prepetition deposit absent further order of the Court; and

h) Granting any related relief that the Court deems necessary or appropriate under the circumstances of this Reorganization Case.

Such relief is sought on an emergency basis because RCCDG's ministry and mission, including the educational services it provides through Gallup School, rely on utilities to function, but 11 U.S.C. § 366 allows RCCDG only twenty (20) days to provide adequate assurance of future performance to its Utility Providers. As detailed in the Linscott Declaration, RCCDG does not have excess cash and it will be a hardship if it is required to post a substantial deposit. Therefore, RCCDG requests the emergency relief herein so as to avoid any utility shutoff, disruption, or related financial distress.

#### **IV. LEGAL ARGUMENT**

Under 11 U.S.C. § 366, a public utility “may alter, refuse, or discontinue utility service, if during the 30-day period beginning on the date of the filing of the petition, the utility does not receive from RCCDG or the trustee adequate assurance of payment for utility service that is satisfactory to the utility.” 11 U.S.C. § 366. The term “assurance of payment” is defined in Section 366, and includes, among other things, “a form of security that is mutually agreed on between the utility and RCCDG or the trustee.” Id.

While the form of adequate assurance of payment may be limited under 11 U.S.C. § 366(c) to the types of security enumerated in 11 U.S.C. § 366(c)(1)(A), the amount of deposit or other form of security remains fully within the reasonable discretion of the Court. It is well established that the requirement that a utility receive adequate assurance of payment does not require a guaranty of payment. Instead, the protection granted to the utility is intended to avoid exposing the utility to an unreasonable risk of non-payment. *In re Adelpia Business Solutions, Inc.*, 280 B.R. 63, 80 (Bankr.S.D.N.Y. 2002).

In order to maintain and keep utility services available to RCCDG, RCCDG proposes that it will provide a deposit to each Utility Provider that sends a request for an Adequate Assurance Deposit, in writing, within fifteen (15) days of the Petition Date, setting forth the location(s) that utility services are provided, the account number(s) by which the Utility Provider identifies such location(s), and a statement of the amount of any pre-petition deposit the Utility Provider may be holding (a “**Request**”). Any such Adequate Assurance Deposit shall be equal to one week of utility service based on an average of the 12-month period prior to the Petition Date, but will be provided only if the Utility Provider does not already hold a deposit equal to or greater than the Adequate Assurance Deposit. In the event that a Utility Provider requests and accepts the Adequate Assurance Deposit, the Utility Provider shall have acknowledged that the Adequate Assurance Deposit is adequate assurance within 11 U.S.C. § 366. Further, any Utility Provider that does not request payment of an Adequate Assurance Deposit within fifteen days of the Petition Date shall be deemed to have adequate assurance that is satisfactory within 11 U.S.C. § 366. In the event that a Utility Provider makes a Request, but, within thirty days of the Petition Date, the Utility Provider and RCCDG are unable to reach an agreement regarding the Adequate Assurance Deposit, either party shall have the ability to ask the Court to set a further hearing date

to address such issues.

Under RCCDG's proposal as set forth in this Utility Motion, the utilities are protected. RCCDG has a long payment history with each Utility Provider, and the time period afforded to object to the procedure proposed under this Utility Motion is reasonable. Furthermore, under the circumstances, the protections set forth in this Utility Motion provide adequate assurance to the Utility Providers and comply with the provisions of 11 U.S.C. § 366. Accordingly, the Utility Providers should be prevented from altering, refusing, or disconnecting service because these services are critical to the reorganization of RCCDG.

## V. CONCLUSION

WHEREFORE, RCCDG requests that the Court enter an Order:

- a) Requiring any Utility Provider that is not satisfied with the assurance of future payment provided by RCCDG to serve a Request on RCCDG;
- b) Requiring any Request to be served upon RCCDG, c/o Quarles & Brady LLP, One South Church Avenue, Suite 1700, Tucson, Arizona 85701-1621, Attn.: Elizabeth S. Fella, Esq.;
- c) Requiring RCCDG to provide an Adequate Assurance Deposit as soon as is practicable after receipt of a Request, but only if the Utility Provider does not already hold a deposit equal to or greater than the Adequate Assurance Deposit;
- d) Deeming the receiving Utility Provider to have received adequate assurance of payment within the meaning of 11 U.S.C. § 366 upon receipt of the Adequate Assurance Deposit;
- e) Allowing RCCDG and/or the Utility Provider to request a hearing date from the Court if RCCDG and the Utility Provider cannot agree on the amount of the Adequate Assurance



Deposit, and, pending notice and a hearing on the matter, prohibiting the disputing Utility Provider from altering, refusing or discontinuing services to RCCDG or recovering or setting off against a prepetition deposit;

f) Deeming any Utility Provider that fails to make a Request to be satisfied that it has received adequate assurance of payment to such Utility Provider within the meaning of 11 U.S.C. § 366;

g) Prohibiting all Utility Providers from altering, refusing or discontinuing utility services to RCCDG or recovering or setting off against a prepetition deposit absent further order of the Court; and

h) Granting any related relief that the Court deems necessary or appropriate under the circumstances of this Reorganization Case.

RESPECTFULLY SUBMITTED this 12th day of November, 2013.

/s/ Susan G. Boswell

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**CERTIFICATE OF SERVICE**

Pursuant to F.R.C.P. 5(b)(3), F.R.B.P. 9036 and NM LBR 9036-1(b), I hereby certify that service of the foregoing “Motion Under 11 U.S.C. § 366 For Order Determining that Utility Service Providers are Adequately Protected; and Prohibiting Utility Service Providers from Altering, Refusing or Discontinuing Services” was made on November 12, 2013 via e-mail, U.S. Mail or via the notice transmission facilities of the Bankruptcy Court’s case management and electronic filing system on the following parties:

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Denver, CO 80217-3341  
*Utility Provider*

Clyde F. Worthen  
201 Third Street NW, Suite 1200  
Albuquerque, NM 87102  
*Statutory Agent for New Mexico Gas Company*

Waste Management of New Mexico, Inc.  
PO Box 78251  
Phoenix, AZ 85062-8251  
*Utility Provider*

CT Corporation System  
123 E. Marcy St.  
Santa Fe, NM 87501  
*Statutory Agent for Waste  
Management of New Mexico, Inc.*

Williams Acres Sanitation District  
PO Box 577  
Mentmore, NM 87319-0577  
*Utility Provider  
(Williams Acres Sanitation District  
has not designated a Statutory Agent)*

List of 20 Largest Unsecured Creditors

/s/ Susan G. Boswell  
Susan G. Boswell

**SCHEDULE 1**

<b>Utility Provider</b>	<b>Last digits of RCCDG's account number(s)</b>
AT&T PO Box 105068 Atlanta, GA 30348-5068	-7001
Century Link PO Box 29040 Phoenix, AZ 85038-9040	-059B -726R -848B -664B -833B -615
Century Link Business Services PO Box 52187 Phoenix, AZ 85072-2187	-3006
City of Gallup Joint Utilities PO Box 1400 Gallup, NM 87305	(GCS accounts) -21528 -21530 -6592 -6598 -6596 -6600  (other RCCDG accounts) -488 -22088 -21496 -16004 -200 -6594 -9054 -3212 -3224 -3226 -3228
Continental Divide Electric Co-Op PO Box 1087 Grants, NM 87020	-5001 -4800 -1803 -9500 -9701 -9801

	-9900 -0700 -1601 -1800
Ferrellgas PO Box 88086 Chicago, IL 60680-1086	-7164
Gallup Propane Service PO Box 1870 Gallup, NM 87305-1870	-UCHA -AL01 -OGA1
New Mexico Gas Company PO Box 173341 Denver, CO 80217-3341	(GCS accounts) -4765-5 -4764-0 -4012-9  (other RCCDG accounts) -5873 -5652 -4915 -4918 -4917 -4767 -4514
Waste Management of New Mexico PO Box 78251 Phoenix, AZ 85062-8251	-4887-3
Williams Acres Sanitation District PO Box 577 Mentmore, NM 87319-0577	No account number known