

**STATE OF MISSOURI
PUBLIC SERVICE COMMISSION**

At a session of the Public Service
Commission held at its office in
Jefferson City on the 6th day of
November, 2024.

In the Matter of the Request of Liberty)
Utilities (Midstates Natural Gas) Corp.)
d/b/a Liberty to Implement a General Rate)
Increase for Natural Gas Service in the)
Missouri Service Areas of the Company)

File No. GR-2024-0106
Tracking No. JG-2024-0111

ORDER APPROVING STIPULATION AND AGREEMENT

Issue Date: November 6, 2024

Effective Date: November 16, 2024

On February 9, 2024,¹ Liberty Utilities (Midstates Natural Gas) Corp. d/b/a Liberty (Liberty or “the Company”) filed proposed tariff sheets to produce approximately \$13.1 million in additional annual revenues. Approximately \$1.9 million is currently being recovered through the Company’s Infrastructure System Replacement Surcharge (ISRS) tariff schedule, which will be set to zero after this proceeding pursuant to statute.²

The Commission held a total of nine local public hearings, which included three virtual hearings and six in-person hearings held in the cities of Butler, Hannibal, Kirksville, Kennett, Sikeston, and Cape Girardeau. The Commission also received 24 written comments.

On October 22, Liberty, the Staff of the Commission (Staff), and the Office of the Public Counsel (Public Counsel) (altogether, “Signatories”) filed a *Unanimous Stipulation*

¹ All dates refer to 2024 unless otherwise indicated.

² Section 393.1012.3, RSMo (Supp. 2023).

and Agreement (Agreement). The Agreement stated that the Missouri School Boards Association (MSBA) indicated that it will not object to the Agreement; however, MSBA did not sign the Agreement.

Commission Rule 20 CSR 4240-2.115(2)(B)-(C) states that failure to file a timely objection to an agreement constitutes a waiver of that party's right to a hearing and that the agreement may then be treated as unanimous. The time for objections has passed, and no objections or requests for hearing were filed. Therefore, the Commission will treat the Agreement as unanimous.

The Agreement

The Agreement is a resolution of all issues; however, this order will only provide an overview of selected issues and resolutions. The terms of the Agreement reflect a series of compromises by the Signatories to determine mutually acceptable resolutions to all issues.

The Signatories agree that Liberty should be authorized to file tariffs designed to increase the Company's annual gas distribution revenues by \$9.1 million, exclusive of any applicable license, occupation, franchise, gross receipts taxes, or similar fees or taxes. The Signatories have agreed to a settled revenue requirement increase amount using their own assumptions. The current rates for the Company were last set in 2018.³

The Agreement provides that Liberty will write the capitalized plant and reserve associated with transition and transaction costs from File No. GM-2012-0337 off its books and records. The Signatories agreed to keep the separate rate districts at this time.

³ File No. GR-2018-0013, Unanimous Stipulation and Agreement, filed May 24, 2018.

Further, the Agreement also continues the Company's Weather Normalization Adjustment Rider with modifications.

Several customer service changes were agreed to, including adding the definition of degree days to the customer billing statement. Liberty will continue to pursue adding an option to its call-in response system for customers to select their state. The Company will also include Missouri-specific call center statistics in its Monthly Performance Report. Lastly, the Company agreed to update the Commission on its progress in reducing the number of monthly estimated bills to pre-October 2023 levels.

Conclusion

As the parties seek a Commission determination based on the submitted Agreement, the Commission will not make any findings of fact or conclusions of law and will instead base its decision on the Agreement.⁴ After reviewing the pleadings and the Agreement, the Commission determines that its terms are a reasonable resolution of the issues addressed by the Agreement.

The Commission also finds that the unopposed Agreement is consistent with the public interest and provides Liberty with a sufficient revenue requirement for it to provide safe and adequate service. Therefore, the Commission finds that Liberty's rates are just and reasonable. The Commission will approve the Agreement and will order the Signatories to comply with the terms of the Agreement.

As tariff sheets prepared in compliance with the Agreement will require review and input from Liberty, Staff, the other parties, and the Commission, and as the operation of

⁴ Section 536.060, RSMo (2016) allows for disposition of contested cases through stipulation; Section 536.090, RSMo (2016) states that cases disposed of by stipulation do not require findings of fact and conclusions of law.

law date is January 8, 2025, the Commission finds it reasonable to make this order effective in less than 30 days.

THE COMMISSION ORDERS THAT:

1. The Agreement filed on October 22, 2024, is approved as a resolution of the issues set out in the Agreement. The Signatories are ordered to comply with the terms of the Agreement. A copy of the Agreement is attached to this order.

2. The tariff sheets submitted on February 9, assigned Tracking No. JG-2024-0111, are rejected.

3. Liberty is authorized to file tariff sheets that are in compliance with the Agreement. Liberty shall file its compliance tariff sheets no later than November 20, 2024.

4. This order shall become effective on November 16, 2024.



BY THE COMMISSION

A handwritten signature in black ink that reads "Nancy Dippell".

Nancy Dippell
Secretary

Hahn, Ch., Coleman, Holsman
Kolkmeier, and Mitchell CC., concur.

Hatcher, Senior Regulatory Law Judge

using their own assumptions.

SPECIFIC TERMS AND CONDITIONS

4. **Global Settlement.** This *Stipulation* is intended to reflect the full resolution of all contested issues among all parties for a global settlement of Case No. GR-2024-0106. All issues from the *List of Issues, List and Order of Witnesses, Order of Opening Statements, and Order of Cross-Examination* filed in this docket on October 1, 2024, are resolved by this *Stipulation*.

5. **Effective Date of New Rates.** New rates shall be effective for service rendered on and after the operation of law date. The Signatories will work together to develop and review the new and revised tariff sheets, reflecting the new rates.

6. **Revenue Requirement Increase.** The Signatories agree that Liberty should be authorized to file tariffs designed to increase the Company's annual gas distribution revenues by \$9.1 million, exclusive of any applicable license, occupation, franchise, gross receipts taxes, or similar fees or taxes.

7. **ROR for Applicable ISRS Filings.** The overall rate of return (“ROR”) of 6.9% will be used for Liberty’s future applicable Infrastructure System Replacement Surcharge (“ISRS”) filings. The Signatories agree and acknowledge that the specified ISRS ROR shall not be construed as an agreement by the Signatories as to the ROR they view as appropriate to determine the revenue requirement in this case or any subsequent cases.

8. **Transition & Transaction Costs.** Liberty will write off its books and records the capitalized plant and reserve associated with transition and transaction costs from Case No. GM-2012-0337.

9. **Billing Determinants.** The Signatories agree that the billing determinants will be those attached in **Schedule A**.

10. **Continuation of Existing Regulatory Tracking Mechanisms.**

a. **Pension and OPEB Expenses.** The Accounting Standards 715-30 and 715-60 (FAS 87/106) tracker language adopted in Case No. GR-2018-0013 shall continue in effect. The annual ongoing Missouri jurisdictional pension and Other Post-Employment Benefits (“OPEB”) expenses are \$678,223 and \$(232,605), respectively. This includes the allowed expenses of \$493,157 for pensions and zero (0) for OPEBs, with five (5) year amortization amounts of \$185,067 for pensions and (\$232,605) for OPEBs. These amortization amounts are based on the Missouri jurisdictional regulatory asset/(liability) as of December 31, 2023 of \$925,334 for pensions and (\$1,163,023) for OPEBs. The Missouri jurisdictional prepaid pension and OPEB asset balances as of December 31, 2023, are \$899,876 and \$572,613, respectively.

b. **Property Tax Tracker Base Amount.** The amount of Property Tax included in the Company’s revenue requirement as a result of this case is \$2,344,449, which will be used as the base amount to track differences in property tax until rates are reset as a result of a subsequent rate case.

11. **Regulatory Asset and Liability Balances.** The following regulatory asset and liability balances, amortization periods, and annual amortization expense will be used. Amortization will begin with the effective date of rates in this case:

| Regulatory Asset/Liability | Balance at December 31, 2023 | Amortization Period | Annual Amortization |
|---------------------------------------|-------------------------------------|----------------------------|----------------------------|
| Property Tax Tracker Regulatory Asset | \$1,033,418 | 3 | \$344,473 |
| Pension Regulatory Asset | \$925,334 | 5 | \$185,067 |

| | | | |
|--|--|------------|---------------------------|
| OPEB Regulatory Liability | \$(1,163,023) | 5 | \$(232,605) |
| Energy Efficiency & Low-Income Regulatory Assets | \$393,411 | 6 | \$65,569 |
| Excess ADIT Regulatory Liability | Federal \$(3,952,919) State \$(210,113) | 29.64 5 | \$(117,796) \$(92,318) |
| Depreciation Study | \$42,533 | 5 | \$8,507 |
| State Income Tax Stub | \$(551,910) | 5 | \$(110,382) |
| Prepaid Pension Asset | \$899,876 | | |
| Prepaid OPEB Asset | \$572,613 | | |

12. **Class Allocations and Rate Design.** The Signatories agree to keep the separate rate districts at this time. The Company and Staff agree to recalculate final rates based on the agreed upon billing determinants as set out in **Schedule A** and revenue requirement for each district. Such rates will consider limiting the impact of a rate increase on customer classes receiving a rate increase when any customer class in a rate district has above a 20% rate increase and eliminating the summer block rates. This includes, but not limited to, an up to five percent (5%) rate increase on other rate classes and/or raising the customer charge by the amount of the current ISRS charge.

13. **Depreciation Rates.** The Signatories agree to the depreciation rates contained within the attached **Schedule B**. The parties are not agreeing to any specific methodology in this case. The Company will continue to record additions and retirements as if general plant amortization was not approved.

14. **Low-Income/Payment Assistance and Energy Assistance Programs.** The Signatories agree Company's low-income/payment assistance and energy assistance programs should be modified as proposed by the Company in the Direct Testimony of Nate Hackney and Kim Dragoo.

15. **ISRS Reset.** As required by Commission rules, the Signatories agree the Company's current ISRS will be reset to zero upon the effective date of new rates in this proceeding. Plant in service additions for inclusion in a future ISRS shall be limited to ISRS-eligible additions subsequent to December 31, 2023.

16. **Weather Normalization Adjustment Rider ("WNAR").** The Company's WNAR will continue with modifications to (A) allow it to be an annual filing as outlined in the Rebuttal Testimony of Meagan Grafton, (B) reflect the weather normalization included in the determination of billing determinants in this case, and (C) reflect the residential and small general service distribution commodity charges agreed to in this case. The justification for the proposed changes is attached as **Schedule C**, with highlighted values to be updated upon final rates. The Company agrees to provide an explanation of any future changes proposed to its WNAR in a future general rate case in direct testimony.

17. **Transportation Tariff.** The Company's transportation tariff shall be modified as proposed with the Testimony of Company witness Tatiana Earhart and reflected in the exemplar tariff sheets attached as **Schedule D**.

18. **Change to Customer Billing Statements.** Company will add a definition of degree days as described in Company witness Lauren Preston's Rebuttal Testimony in response to OPC witness Manzell Payne's Revenue Requirement Direct Testimony.

19. **Non-Revenue Requirement Related Items**

- a. Liberty Midstates will continue to provide the same type of quarterly surveillance and actual earnings information related to its natural gas operations, separately by rate division.

b. Liberty Midstates agrees to perform compensation studies for Algonquin Power & Utilities Corp. (“APUC”), Liberty Utilities (Canada) Corp. (“LUCC”) and Liberty Utility Services Corp. (“LUSC”) employees that direct or allocate costs to Liberty Midstates, including those at and above the director level. The intended purpose of the studies is to provide a basis of support that the payroll that is directly charged and allocated to Liberty is reasonable.

c. Liberty Midstates agrees to periodically perform internal audits regarding time reporting to ensure that the levels of allocated capital versus expense to Liberty Midstates is appropriate. The intended purpose of the study is to determine the proper ratio of compensation to allocate between expense and capital.

d. Liberty Midstates agrees that it will improve future reporting of SAP for its general ledger and/or other reports with detail similar to that of the legacy Great Plains general ledger that was provided with minor accounts and certain coding.

e. Liberty Midstates will provide supporting documentation for its Special Contract rate.

20. **Customer Service.**

a. The Company agrees to continue pursuing adding an option to its IVR for customers to select their state and including Missouri-specific call center statistics (Call Volume, Abandoned Call Rate, Average Speed of Answer) to its Monthly Performance Report alongside its current reporting. The Company agrees to file a status update on its efforts in this rate case 90 days after new rates go into effect.

b. The Company agrees to file a status report on its progress in reducing the number of monthly estimated bills to pre-October 2023 levels. This report will be

filed in EFIS in Case No. GR-2024-0106, 30 days after the operation of law date. The Company also agrees to begin including narrative explanations for any non-seasonal increases in call center metrics (Call Volume, Abandoned Call Rate, Average Speed of Answer) or estimated bills in its Monthly Performance Report, including the cause of the issue (if known) and the anticipated resolution date (if known).

GENERAL PROVISIONS

21. This *Stipulation* is being entered into solely for the purpose of settling the issues specifically set forth above, and unless otherwise specifically set forth herein represents a settlement on a mutually-agreeable outcome without resolution of specific issues of law or fact. This *Stipulation* is intended to relate *only* to the specific matters referred to herein; no Signatory waives any claim or right which it may otherwise have with respect to any matter not expressly provided for herein. No Signatory will be deemed to have approved, accepted, agreed, consented, or acquiesced to any substantive or procedural principle, treatment, calculation, or other determinative issue underlying the provisions of this *Stipulation* except as otherwise specifically set forth herein. Except as specifically provided herein, no Signatory shall be prejudiced or bound in any manner by the terms of this *Stipulation* in any other proceeding, regardless of whether this *Stipulation* is approved.

22. This *Stipulation* has resulted from extensive negotiations among the Signatories and the terms hereof are interdependent. In the event the Commission does not approve this *Stipulation* or approves it with modifications or conditions to which a Signatory objects, then this *Stipulation* shall be null and void, and no Signatory shall be bound by any of its provisions.

23. If the Commission does not approve this *Stipulation* unconditionally and without modification, and notwithstanding its provision that it shall become void, neither this *Stipulation*, nor any matters associated with its consideration by the Commission, shall be considered or argued to be a waiver of the rights that any Signatory has for a decision in accordance with Section 536.090, RSMo 2016 or Article V, Section 18 of the Missouri Constitution, and the Signatories shall retain all procedural and due process rights as fully as though this *Stipulation* had not been presented for approval, and any suggestions or memoranda, testimony or exhibits that have been offered or received in support of this *Stipulation* shall become privileged as reflecting the substantive content of settlement discussions and shall be stricken from and not be considered as part of the administrative or evidentiary record before the Commission for any further purpose whatsoever.

24. If the Commission unconditionally accepts the specific terms of this *Stipulation* without modification, the Signatories waive, with respect only to the issues resolved herein, their respective rights to:

- (1) Call, examine and cross-examine witnesses pursuant to Section 536.070(2), RSMo 2016;
- (2) Present oral argument and/or written briefs pursuant to Section 536.080.1, RSMo 2016;
- (3) The reading of the transcript by the Commission pursuant to Section 536.080.2, RSMo 2016;
- (4) Seek rehearing pursuant to Section 386.500, RSMo 2016; and
- (5) Judicial review pursuant to Section 386.510, RSMo Supp. 2020.

These waivers apply only to a Commission order respecting this *Stipulation* issued in this above-captioned proceeding, and do not apply to any matters raised in any prior or subsequent Commission proceeding, or any matters not explicitly addressed by this *Stipulation*.

25. The Signatories shall also have the right to provide, at any agenda meeting at which this *Stipulation* is noticed to be considered by the Commission, whatever oral explanation the Commission requests, provided that each Signatory shall, to the extent reasonably practicable, provide the other parties with advance notice of the agenda meeting for which the response is requested. Signatory's oral explanations shall be subject to public disclosure, except to the extent they refer to matters that are privileged or protected from disclosure pursuant to the Commission's rules on confidential information.

26. This *Stipulation* contains the entire agreement of the Signatories concerning the issues addressed herein.

27. This *Stipulation* does not constitute a contract with the Commission and is not intended to impinge upon any Commission claim, right, or argument by virtue of the *Stipulation's* approval. Acceptance of this *Stipulation* by the Commission shall not be deemed as constituting an agreement on the part of the Commission to forego the use of any discovery, investigative or other power which the Commission presently has or as an acquiescence of any underlying issue. Thus, nothing in this *Stipulation* is intended to impinge or restrict in any manner the exercise by the Commission of any statutory right, including the right to access information, or any statutory obligation.

28. The Signatories agree that this *Stipulation*, except as specifically noted herein, resolves all issues related to these topics, and that the agreement and its exhibits should be received into the record without the necessity of any witness taking the stand for examination. Further, contingent upon Commission approval of this *Stipulation* without modification, the Signatories hereby stipulate to the admission into the evidentiary record of the pre-filed written testimony of their witnesses.

29. MSBA does not request a hearing.

WHEREFORE, the Signatories respectfully request that the Commission approve this *Stipulation*, so that Liberty may move forward on these provisions, and grant any other and further relief as it deems just and equitable.

Respectfully Submitted:

/s/ J. Scott Stacey

J. Scott Stacey
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/s/ Anna Kathryn Martin

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**ATTORNEY FOR THE OFFICE
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/s/ Jermaine Grubbs

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**ATTORNEYS FOR LIBERTY UTILITIES
(MIDSTATES NATURAL GAS) CORP.
D/B/A LIBERTY**

CERTIFICATE OF SERVICE

I hereby certify that the above document was filed in EFIS on this 22nd day of October, 2024, and sent by electronic transmission to the Staff of the Commission, the Office of the Public Counsel, and counsel for intervenors.

/s/ Jermaine Grubbs

**Liberty Utilities (Midstates Natural Gas) Corp.
Depreciation Rates
GR-2024-0106**

| Account Number | Plant Discription | Depreciation Rate | Average Service Life | Net Salvage Rate |
|---------------------------|--|--------------------------|-----------------------------|-------------------------|
| Transmission Plant | | | | |
| 366 | T&D Structures and Improvements | 1.19% | 50 | -5% |
| 366.1 | T&D Other Structures | 1.98% | 50 | -5% |
| 367 | T&D Mains STL-PLST-CI-Mixed | 1.53% | 61 | 0% |
| 367.1 | T&D Mains STL | 1.45% | 70 | -25% |
| 367.2 | T&D Mains PLST | 1.45% | 70 | -25% |
| 369 | T&D M&R Station Equipment | 1.63% | 52 | 0% |
| 370 | Communication Equipment | 6.20% | 15 | 0% |
| Distribution Plant | | | | |
| 375 | Structures | 2.22% | 45 | 0% |
| 376 | Mains | 3.81% | 35 | -34% |
| 376.1 | T&D Mains STL | 1.96% | 68 | -34% |
| 376.2 | T&D Mains PLST | 1.92% | 64 | -23% |
| 378 | Meas & Reg Station - General | 3.13% | 44 | -38% |
| 379 | Meas & Reg Station - City Gate | 2.77% | 45 | -25% |
| 380 | Services | 3.88% | 45 | -75% |
| 381 | Meters | 7.65% | 15 | -15% |
| 382 | Meter Installations | 3.21% | 42 | -35% |
| 383 | House Regulators | 2.25% | 44 | 0% |
| 384 | House Regulators Installations | 2.26% | 44 | 0% |
| 385 | Electronic Measuring Equipment | 2.84% | 45 | -28% |
| 387 | Other Equipment | 4.53% | 22 | 0% |
| General Plant | | | | |
| 390 | Structures& Improvements | 2.48% | 39 | 0% |
| 390.1 | Structures& Improvements- Frame | 2.54% | 39 | 0% |
| 390.3 | Structures& Improvements- Leased Premise | 2.53% | 39 | 0% |
| 391 | Office Furniture & Equipment | 5.56% | 18 | 0% |
| 392 | Transportation Equipment | 8.42% | 10 | 10% |
| 392.1 | Transportation Equipment <12,000 lbs | 7.94% | 10 | 10% |
| 393 | Stores Equipment | 4.35% | 23 | 0% |
| 394 | Tools, Shop & Garage Equipment | 6.25% | 16 | 0% |
| 395 | Laboratory Equipment | 3.57% | 28 | 0% |
| 396 | Power Operated | 7.36% | 11 | 11% |
| 396.1 | Power Operated Ditchers | 0.00% | 11 | 11% |
| 396.2 | Power Operated Backhoes | 7.29% | 11 | 11% |
| 397 | Communication Equipment | 6.25% | 16 | 0% |
| 397.2 | Communication Equipment- Fixed Radios | 6.25% | 16 | 0% |
| 397.3 | Communication Equipment- Telemetry | 6.25% | 16 | 0% |
| 398 | Miscellaneous Equipment | 5.00% | 20 | 0% |
| 399 | Other Tangible Property | | | |
| 399.3 | Other Tangible Property PC Network H/W | 12.50% | 8 | 0% |
| 399.4 | Other Tangible Property PC Hardware | 14.29% | 7 | 0% |
| 399.5 | Other Tangible Property PC Software | 12.50% | 8 | 0% |

Liberty Utilities (Midstates Natural Gas) Corp.**Stipulation and Agreement on Non-Revenue Requirement Issues****Schedule C****Weather Normalization Adjustment Rider (“WNAR”)**

The parties agree that Liberty’s Weather Normalization Adjustment Rider (“WNAR”) be continued with modifications consistent with revenue normalization decisions in this case. Certain values within the WNAR tariff sheets P.S.C MO. No. 2, Sheets 67 and 67.1 will be updated consistent with the weather normalization ordered by the Commission in this case to ensure the WNAR adjustment is aligned with the Commission-authorized rates for the residential and small general service rate classes. Specifically, the parties agree that the following factors within these WNAR tariff sheets will be modified to ensure the WNAR adjustment is aligned with the Commission-authorized rates.

Factors which require updating:

1. Applicable coefficients – These coefficients reflect the change in customer usage due to changes in temperature measured in heating degree days (“HDD”). The coefficients, designated as β on tariff sheet 67, are different by district and rate class. They are the HDD component in the weather normalization regression models.
2. Weather Stations – The appropriate weather stations to use to determine the deviation from normal of HDD. The weather stations for actual and normal weather provided on tariff sheet 67 should be consistent with the weather stations used in the normalization models used to determine the applicable coefficients.
3. Volumetric rates – the volumetric rate (WRVR) is the distribution commodity charge as determined in the most recent general rate case for the residential and small general service class.
4. References to the general rate case number of the most recent general rate case in which modifications to the WNAR tariff sheets 67 and 67.1 were made should be updated.

Liberty Utilities (Midstates Natural Gas) Corp.
d/b/a Liberty Utilities or Liberty

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

WEATHER NORMALIZATION ADJUSTMENT RIDER

APPLICABILITY

The Weather Normalization Adjustment (“WNA”) Rider is applicable to each ccf of gas delivered under the terms of the residential and small general service (“SGS”) rate schedules of Liberty Utilities (Midstates Natural Gas) Corp’s d/b/a Liberty Utilities (“Liberty”) until such time as it may be discontinued or modified by order of the Commission in a general rate case. The Northeast and West District and the Southeast District will have separate rider rates that will be applied as a separate line item on a customer’s bill.

CALCULATION OF ADJUSTMENT

The WNA Factor will be calculated for each billing cycle and billing month as follows:

$$WNA_i = \sum_{j=1}^{18} ((NDD_{ij} - ADD_{ij}) \cdot C_{ij}) \cdot \beta$$

Where:

i = the applicable billing cycle month

WNA_i = Weather Normalization Adjustment

j = the billing cycle

NDD_{ij} = the total normal heating degree days based upon Staff’s daily normal weather as determined in the most recent rate case.

ADD_{ij} = the total actual heating degree days, base 65° at the applicable weather station; Kirksville, MO as computed based on the Chillicothe station, as adjusted, for the Northeast and West Districts along with Cape Girardeau, MO for the Southeast district.

- The following factors are to be used to increase the Chillicothe actual HDDs to Kirksville area due to the absence of a weather station in Kirksville:

| | | | | | |
|-----------|------------|------------|-------------|------------|-----------|
| Jan 2.89% | Mar 7.06% | May 28.83% | Jul 74.94% | Sep 30.93% | Nov 4.26% |
| Feb 3.98% | Apr 11.25% | Jun 67.18% | Aug 107.58% | Oct 11.14% | Dec 2.88% |

C_{ij} = the total number of customer charges charged in billing cycle j and billing month i

= the applicable coefficient; 0.1355769 for the residential class and 0.3169712 for the SGS class in the Northeast district, 0.1129329 for the residential class and 0.2777887 for the SGS class in the West district and 0.1197439 for the residential class and 0.2938893 for the SGS class in the Southeast district.

- Monthly WNA_i = WNA_i x Weighted Volumetric Rate (“WRVR”),

2. The Residential WRVR in the Northeast and West District shall be equal to the Residential Distribution Commodity rate established at the conclusion of each general rate case. For Case No. GR-2024-0106, the amount is \$0.48582. [Highlighted value will be updated based on final rates.]

DATE OF ISSUE: February 9, 2024
month day year

DATE EFFECTIVE: March 10, 2024
month day year

ISSUED BY: Charlotte Emery
name of officer

Sr. Director, Rates and Regulatory Affairs
title

Joplin, Mo
address

Liberty Utilities (Midstates Natural Gas) Corp.
d/b/a Liberty Utilities or Liberty

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

WEATHER NORMALIZATION ADJUSTMENT RIDER (CONT'D)

For the Residential class in the Southeast District, the Residential WRVR shall be equal to the Residential Distribution Commodity rate established at the conclusion of each general rate case. For Case No. GR-2024-0106, the amount is \$0.36017. [Highlighted value will be updated based on final rates.]

For the SGS class, the SGS WRVR shall be equal to the SGS Distribution Commodity rate established at the conclusion of each general rate case. For Case No. GR-2024-0106, the SGS WRVR in the Northeast and West District is \$0.26705, and in the Southeast District is \$0.18701. [Highlighted values will be updated based on final rates.]

3. The Current Annual WNA (“CSWNA”) shall be the sum of the billing cycle WNA for each of the six Monthly WNA_i for the billing months in the applicable six month period divided by the annual volumetric billing determinates set for the residential rate class or the small general service class (whichever is applicable) in the most recent rate case.

4. Annual Reconciliation Rate (“ARR”): Three (3) months prior to the end of the twelve (12) months of billing of each CSWNA, the over- or under-billing of the numerator of the CSWNA shall be calculated based on nine (9) months actual sales and three (3) months projected sales. The amount of over- or under-billing shall be adjusted as ordered by the Commission, if applicable. The resulting amount shall be divided by the annual volumetric billing determinates set for the residential rate class in the most recent rate case. Three (3) months prior to the end of the twelve (12) months of billing of each ARR, the over- or under-billing of the ARR shall be calculated based on nine (9) months actual sales and three (3) months projected sales. Any remaining over- or underbilling from the ARR shall be applied to the next ARR. The three (3) months projected sales associated with each CSWNA and ASR shall be trued-up with actuals upon calculation of the next applicable ASR.

5. The Company will make a semiannual rate filing with the Commission 30 days prior to the first effective day referenced in the CSWNA table to adjust the WNA Rider. Each CSWNA and ARR will remain in effect for twelve (12) months. The total WNA Rider rate shall be the sum of all effective CSWNAs and ARRs.

6. There shall be a limit of \$0.05 per ccf on upward adjustments for the WNA and no limit on downward adjustment. Any WNA adjustment amounts in excess of \$0.05 per ccf will be deferred for recovery from customers in the next WNA adjustment and applicable to part a. below.

- a. Each month, carrying costs, at a simple rate of interest equal to the prime bank lending rate (as published in The Wall Street Journal on the first business day of such month), minus two percentage points, shall be applied to the Company’s average beginning and ending monthly WNA balances. In no event shall the carrying cost rate be less than 0%. Corresponding interest income and expense amounts shall be recorded on a net cumulative basis for the WNA deferral period.

DATE OF ISSUE: February 9, 2024
month day year

DATE EFFECTIVE: March 10, 2024
month day year

ISSUED BY: Charlotte Emery
name of officer

Sr. Director, Rates and Regulatory Affairs
title

Joplin, Mo
address

Liberty Utilities (Midstates Natural Gas) Corp
d/b/a Liberty Utilities

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

NATURAL GAS TRANSPORTATION SERVICE

A. AVAILABILITY:

This rate schedule provides for the transportation of gas received by the Company from the Connecting Pipeline Company for the Customer's account to that Customer's facilities. This rate schedule is limited to the Company's service areas where the Connecting Pipeline Company allows third party transportation service. Service under this rate schedule is available to commercial and industrial customers using 100,000 Ccf or more per year. This rate schedule is offered as a companion to the customer's applicable sales rate schedule.

B. DEFINITIONS:

For purposes hereof:

1. "Connecting Pipeline Company" means a pipeline supplier to the Company whose facilities in the sole judgment of the Company can be utilized to transport gas to the Company for delivery by the Company to the Customer under this rate schedule.
2. "Transportation Imbalance" occurs when more or less gas is received by the Company from the Connecting Pipeline Company for the Customer's account, less the unaccounted for gas adjustment, than is delivered to that Customer's facilities for the month.
3. "PGA Rider" means the Company's Purchased Gas Adjustment Clause, as approved by the Missouri Public Service Commission from time to time.
4. "Maximum Daily Quantity" (MDQ) means the maximum daily volume of gas, as determined by the Company based on Customer's historical metered volumes, that a Customer under this Rate Schedule will be allowed to nominate and have delivered into the Company's system for the Customer's account.
5. "Operational Flow Order" (OFO) is any order from the Company or the Connecting Pipeline Company that requires transporter to hold to their daily allocated volumes, or any other pipeline directive, or any Company directive.
6. "Pool" is defined as a Customer or group of Customers with multiple delivery points that are managed together for balancing purposes.
7. "Pool Operator" is defined as an entity which has been appointed by a Customer or group of Customers served under this rate schedule to perform the functions and responsibilities of requesting information, nominating supply, and other related duties.

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month day year

DATE EFFECTIVE: March 10, 2024
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ISSUED BY: Charlotte Emery
name of officer

Sr. Director, Rates and Regulatory Affairs
title

Joplin, Mo
address

Liberty Utilities (Midstates Natural Gas) Corp

d/b/a Liberty Utilities

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

NATURAL GAS TRANSPORTATION SERVICE (CONT'D)

C. TERMS AND PROVISIONS OF SERVICE UNDER THIS RATE SCHEDULE:

1. Except as expressly modified by the provisions of this rate schedule, all of the terms, provisions, and conditions of the rate schedule (as made effective by the Missouri Public Service Commission from time to time) applicable to Customer shall also apply to service by the Company to Customer under this rate schedule.

2. The Customer must notify the Company on Company’s standard form of the quantity of gas to be received by the Company from the Connecting Pipeline Company for the Customer’s account during the billing month and the daily rate of delivery. This nomination must be received by the Company by the nomination deadline of the Connecting Pipeline Company for both first of the month nominations and other changes. The quantity of gas received by the Company from the Connecting Pipeline Company for the Customer’s account shall be based on the transportation nomination for that month. Adjustments will be made if the Connecting Pipeline Company's allocated volumes vary from the nominated volume. Daily nominations shall not exceed the Customer’s Maximum Daily Quantity (MDQ).

3. The Customer is responsible for making all arrangements for transporting the gas from its source of supply to the Company's interconnection with the Connecting Pipeline Company unless other arrangements have been made between the Customer and the Company.

4. The Customer shall warrant that they have good and legal title to all gas that Customer causes to be delivered into the Company's facilities and Customer shall hold the Company harmless from any loss or claim in regard to the same.

D. BALANCING:

1. The Customer shall have the obligation to balance receipts of transportation gas by the Company at the Company's applicable Receipt Point(s) with deliveries of such gas by the Company to the Customer's Point of Delivery plus a 2% retention for lost and unaccounted for gas. Cash outs for Positive and Negative imbalances will be levied as described below.

(a) Imbalance equals the volume of gas received by the Company from the Connecting Pipeline Company for the Customer’s account minus the volume of gas delivered to the Customer’s Point of Delivery.

(b) Imbalance percentage equals the difference of the volume of gas received by the Company from the Connecting Pipeline Company for the Customer’s account minus the volume of gas delivered to the Customer’s Point of Delivery divided by the volume of gas received by the Company from the Connecting Pipeline Company for the Customer’s account.

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NATURAL GAS TRANSPORTATION SERVICE (CONT'D)

2. Cash out of Monthly Imbalances

- (a) If the volume of gas delivered to the Customer’s point of delivery is greater than the volume of gas received by the Company from the Connecting Pipeline Company for the Customer’s account (negative imbalance), the Company will sell the difference in gas volumes to the Customer based on the highest index price for the respective Connecting Pipeline Company for any week beginning in the calendar month as published in Natural Gas Week, plus applicable pipeline fuel and transportation charges. If the volume of gas delivered to the Customer’s point of delivery is less than the volume of gas received by the Company from the Connecting Pipeline Company for the Customer’s account (positive imbalance), the Company will buy the difference in gas volumes from the Customer based on a price equal to the lowest index price for the respective Connecting Pipeline Company for any week beginning in the calendar month as published in Natural Gas Week, plus applicable pipeline fuel and transportation charges. For purposes of this paragraph, “index price” shall mean the price from the “\$ / MMBtu” column in the Natural Gas Weekly Spot Prices table reported in Natural Gas Week. In the absence of such published Natural Gas Week index price, the Company will determine, subject to Commission’s review in Company’s actual Cost Adjustment (ACA) filing, a suitable replacement source for such weekly market price information.
- (b) The monthly cash out bill will be based on the accumulated sum of the results of the cash out tiers listed below such that and until the total monthly imbalance is fully accounted for:

| <u>% of Imbalance</u> | <u>Cash out Price for Positive Imbalances</u> | <u>Cash out Price for Negative Imbalances</u> |
|-----------------------|---|---|
| 0% up to 5% | 100% | 100% |
| 5% up to 10% | 85% | 115% |
| 10% up to 15% | 70% | 130% |
| 15% up to 20% | 60% | 140% |
| 20% and over | 50% | 150% |

E. SCHEDULING FEES:

The Company may assess a daily scheduling fee for any daily transportation imbalance in excess of 10% of the Customers daily confirmed nomination. The fee will be calculated as follows:

$$([\text{annual storage demand charges}/\text{MDWQ}]/365) + (\text{annual storage capacity charges}/\text{total capacity}) + \text{average injection and withdrawal costs.}$$

Costs for all storages used in providing for balancing will be included.

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NATURAL GAS TRANSPORTATION SERVICE (CONT'D)

F. OPERATIONAL FLOW ORDERS (OFO):

1. Company will have the right to issue an Operational Flow Order that will require actions by the Customer to alleviate conditions that, in the sole judgment of the Company, jeopardize the operational integrity of Company’s system required to maintain system reliability. Customer shall be responsible for complying with the directives set forth in the OFO.

2. Upon issuance of an OFO, the Company will direct Customer to comply with one of the following conditions:

- (a) **Unauthorized Deliveries:** Customer must take delivery of an amount of natural gas from the Company that is no more than the hourly or daily amount being received by the Company from the Connecting Pipeline Company for the Customer’s account. All volumes delivered to the Customer in excess of volumes received by the Company from the Connecting Pipeline Company for the Customer’s account, that are in violation of the above condition, with the exception of a 5% daily tolerance, shall constitute an unauthorized overrun by Customer on the Company’s system. Customer shall be charged a penalty of \$25.00 per Dth, plus the Gas Daily Index price for the respective Connecting Pipeline Company for such unauthorized overruns during the OFO, or
- (b) **Unauthorized Receipts:** Customer must take delivery of an amount of natural gas from the Company that is no less than the hourly or daily amount being received by the Company from the Connecting Pipeline Company for the Customer’s account. All volumes delivered to the Customer which are less than volumes received by the Company from the Connecting Pipeline Company for the Customer’s account, that are in violation of the above condition, with the exception of a 5% daily tolerance, shall constitute an unauthorized delivery by Customer to Company. Customer shall be charged a penalty of \$25.00 per Dth for such unauthorized deliveries to Company’s system.
- (c) **Other:** Any penalties charged due to unauthorized receipts or deliveries during an OFO will be in addition to any cash out charges described in Subsection (D) above.
- (d) **Interstate Pipeline Overrun Penalties:** The Company may charge the Customer for any daily or monthly overrun penalties assessed to the Company, which are applicable to the Customer, by the Connecting Pipeline Company.
- (e) **Operational Flow Order Penalty:** Aggregators and/or Marketers who fail to deliver to Company for the account of Customer (s) specified operational flow ordered quantities of gas shall be billed appropriate “Unauthorized Delivery” or “Unauthorized Receipt” charges. At Company’s sole discretion, Aggregators or Marketers who repeatedly fail to

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NATURAL GAS TRANSPORTATION SERVICE (CONT'D)

deliver to Company specified operational flow order quantities of gas may not be permitted to continue transportation service.

G. LOST AND UNACCOUNTED FOR:

A percentage adjustment for lost and unaccounted for gas shall be made to the volumes of gas received by the Company from the Connecting Pipeline Company for the Customer’s account, and the volumes of gas deliverable to the Customer under this rate schedule shall be reduced by such percentage. The adjustment shall be equal to two percent (2%) of the volume of gas delivered into the Company’s facilities.

H. OTHER:

If the rendition of service to Customer under this rate schedule causes the Company to incur additional charges from the Connecting Pipeline Company, Customer shall reimburse Company for all such charges

I. RECORDING AND TELEMETRY EQUIPMENT:

The Customers served under this Rate Schedule shall be required to pay for the cost of, installation of, replacement of, and maintenance of electronic flow measurement (EFM) and verification equipment, including applicable income taxes. Customers shall also be required to pay the cost of installation, maintenance and any monthly usage charges associated with dedicated analog phone line, power or other utilities or energy sources required for the operation of the EFM equipment, including applicable income taxes. Customers shall also be required to provide adequate space in new or existing facilities for the installation of the EFM equipment. If a dedicated analog phone line is not available to the Customer’s facility, cellular equipment will be required at the expense of the Customer.

J. TRANSPORTATION AGREEMENT FORM:

Service to Customers shall be subject to a contract between the Customer and the Company, in the form of Sheet Nos. 59.1 through 59.5, unless otherwise authorized by state law.

K. CUSTOMER PARTICIPATION:

1. Once a Customer elects and has qualified for service under this rate schedule, all services will be provided under the terms and conditions of this rate schedule for a term of no less than 12 months. At any time following the first six months of service under this rate schedule, service may be terminated by either party following at least six months written notice to the other party. After termination of this service, Customer may not re-elect for transportation service for a period of no less than 12 months after termination. Transportation Customers requesting to return to sales service must elect to do so in writing by June 1st each calendar year. All sales Customers requesting transportation service must elect so in writing by June 1st each calendar year. If other conditions for service are met, all changes in service status will take effect July 1, of each calendar year.

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NATURAL GAS TRANSPORTATION SERVICE (CONT'D)

2. Customers shifting from Sales to Transportation Service shall be applied the appropriate system's ACA factor as listed on Company's sheet 44 for a period of one year or recovery period as applicable after changing.

L. PURCHASED GAS ADJUSTMENT:

The Company shall credit any revenues billed to and received from Transportation Customers (including schools) for any cash outs, scheduling fees, imbalances, penalties, overrun charges and other similar charges to the Actual Cost Adjustment (ACA) account of the Company's Purchased Gas Adjustment (PGA) Clause.

M. POOLING SERVICE:

For the purpose of this section, the Pool Operator shall have all of the rights and obligations under this Transportation Service as does a Customer transporting gas supply directly under this Transportation Service.

The Pool Operator will be responsible for arranging volumes of transportation gas to meet the daily and monthly requirements of Customers in the Pool. The cash out provisions of Subsection D(2) shall be applied against the aggregate volume of all Customers in a specific Pool. The Pool Operator will be responsible for the payment of any monthly cash out payments and any penalties incurred by a specific Pool as a result of monthly, daily, or hourly imbalances.

The Company, at the Company's sole discretion, shall establish pooling areas by Connecting Pipeline, Pipeline zone, Company receipt point, geographic area, operational area, administrative or other appropriate parameters.

No Customer shall participate in a Pool that does not individually meet the availability conditions of this rate schedule, and no Customer shall participate in more than one Pool concurrently.

To receive service hereunder, the Pool Operator shall enter into a Pool Management Agreement with Company (contained in Sheet No. 59) and shall submit an Agency Authorization Form for each member of the Pool, signed by both Customer and its Pool Operator.

The Pool Operator shall submit a signed Pool Management Agreement and an Agency Authorization Form for each member of the Pool at least 30 days prior to the beginning of a billing period when service under this rate schedule shall commence. A Customer who terminates service under this rate schedule or who desires to change Pool Operators shall likewise provide Company with a written notice at least 30 days prior to the end of a billing period.

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FORM NO. 13

P.S.C. MO. No. 2

2nd Revised SHEET No. 55

Cancelling P.S.C. MO. No. 2

1st Revised SHEET No. 55

Liberty Utilities (Midstates Natural Gas) Corp

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NATURAL GAS TRANSPORTATION SERVICE (CONT'D)

The Pool Operator shall upon request of the Company agree to maintain a cash deposit, a surety bond, an irrevocable letter of credit, or such other financial instrument satisfactory to Company to assure the

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NATURAL GAS TRANSPORTATION SERVICE (CONT'D)

Pool Operator’s performance of its obligations under the Pool Management Agreement. In determining the level of the deposit, bond, or other surety to be required of the Pool Operator, the Company shall consider such factors, including, but not limited to, the following: the volume of natural gas to be transported on behalf of the Pool members, the general credit worthiness of the Pool Operator , and the Pool Operators prior credit record with the Company, if any. If the Pool Operator defaults on its obligations under this rate schedule or the Pool Management Agreement, the Company shall have the right to use such cash deposit, or proceeds from such bond, irrevocable letter of credit, or other financial instrument to satisfy the Pool Operator’s obligation hereunder. If these are not sufficient to meet the Pool Operator’s obligations, the Company reserves the rights to recalculate the charges and bill the appropriate Customers directly as though no Pool arrangement existed. Specific terms and conditions regarding credit requirements shall be included in the Pool Management Agreement. Such credit requirements shall be administered by the Company in a non-discriminatory manner, and such credit requirements may change as the requirements of the Pool change.

The Pool Operator shall notify the Company in writing of any changes in the composition of the Pool at least 30 days prior to the beginning of the first billing period that would apply to the modified Pool.

The Pool Management Agreement shall be terminated by the Company upon 30 days written notice if a Pool Operator fails to meet any condition of this rate schedule. The Pool Management Agreement shall also be terminated by the Company upon 30 days written notice if the Pool Operator has payments in arrears. Written notice of termination of the Pool Management Agreement shall be provided both to the Pool Operator and to the individual members of the Pool by the Company.

Company shall directly bill the Pool Operator for the monthly cash out charges, penalties, or other payments contained in this rate schedule. The monthly bill will be due and payable on the date it is issued. A charge of five percent (5%) may be added to the amount of any bill remaining unpaid at the close of the first business day after fifteen (15) days following such date of issue.

Company shall directly bill the individual Customers in the Pool for all Customer Charges, Demand Charges, and Commodity Charges as provided for in either this rate schedule or its companion rate schedule.

N. MONTHLY DELIVERY CHARGE AND VOLUMETRIC RATES:

Delivery Charge (per meter) & Distribution Commodity Rate (per Ccf) shall be determined by each Customer’s appropriate companion sales service tariff. (Sheet Nos. 28 through 38).

O. RATE ADJUSTMENTS:

1. Purchased Gas Adjustment: To the rates stated above certain Purchased Gas Adjustment (PGA) factors may be applicable.

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NATURAL GAS TRANSPORTATION SERVICE (CONT'D)

2. Any volumes taken in excess of those allowed by the Company during a period of curtailment, pursuant to its Curtailment Provisions, Sheet Nos. 106 through 108, will be "unauthorized use" and will be billed pursuant to the Unauthorized Use Charges below.

3. Taxes: Any franchise, gross receipts, license, or occupation tax levied by any city, town, community, or other taxing authority on the amounts billed under this tariff, including applicable adjustments, will be added to bills rendered to Customers in such community or tax district.

4. Unauthorized Use Charges: All metered volumes of natural gas taken by a transportation Customer in excess of those authorized by the Company, during a period of curtailment, per the Curtailment Provisions contained on pages Nos. 106 through 108 will be considered "unauthorized use" and will be assessed "Unauthorized Use Charges" as follows:

Unauthorized Use Charges:

All intrastate and/or interstate pipeline penalties and other charges incurred by the Company that are attributable to a Customer's unauthorized use, plus:

1. \$2.50 (two dollars and fifty cents) for each Ccf of unauthorized use, OR
2. 150% (one-hundred and fifty percent) of the highest cost of gas purchased by the Company for supplying the district in which the Customer receives service during the month of the Unauthorized Use Charge period.

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NATURAL GAS TRANSPORTATION SERVICE (CONT'D)

NEGOTIATED GAS TRANSPORTATION SERVICE

P. AVAILABILITY:

Service under this rate schedule is available to those Customers who provide affidavits to the Company (in a form acceptable to the Company) certifying that and the Company is convinced that: (i) Liberty Utilities faces bypass by an intrastate or interstate upstream pipeline; and (ii) without the Company's lowering the Distribution Commodity Rate for Transportation Service, the Customer will bypass Liberty Utilities. The Customer must also provide the Company with evidence to verify the investment required on the part of the Customer to take gas service directly from the interstate or intrastate pipeline Company.

Q. NEGOTIATED GAS TRANSPORTATION SERVICE RATES:

Subject to the Availability section above, Company may, in instances where it faces bypass from interstate or intrastate pipelines, enter into Negotiated Gas Transportation Service Rate contracts with Transportation Customers which lower the Distribution Commodity Rate for Transportation Service. The Distribution Commodity Rate agreed upon by Company and Customer shall not exceed the maximum Distribution Commodity Rate for Transportation Service nor be less than 1.0¢ per Ccf (the "Flexed Distribution Commodity Rate").

The right to charge a Flexed Distribution Commodity Rate shall be exercised on a case-by-case basis at the discretion of the Company.

All executed contracts, amendments, and contract renewals, as well as the affidavits and evidence required under the Availability section above related to such contracts, amendments, and contract renewals, shall be furnished to the Commission staff and the Office of Public Counsel and submitted in the Commission's EFIS system under Non-Case Related submissions. Such executed contracts, amendments, and contract renewals shall be subject to the Commission's jurisdiction. Ratemaking treatment of any Flexed Distribution Commodity Rate may be reviewed and considered by the Commission in subsequent rate proceedings.

R. Rules and Regulations and Tariffs.

Other than providing for a Flexed Distribution Commodity Rate, service hereunder will be rendered in accordance with the Company's Rules and Regulations for Gas Service and other tariffs on file with the Missouri Public Service Commission.

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FORM NO. 13

P.S.C. MO. No. 2

2nd Revised SHEET No. 59

Cancelling P.S.C. MO. No. 2

1st Revised SHEET No. 59

Liberty Utilities (Midstates Natural Gas) Corp
d/b/a Liberty Utilities

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NATURAL GAS TRANSPORTATION SERVICE (CONT'D)

Transportation Service

Standard Form of Pool Management Agreement/Group Balancing Agreement

This Agreement is made and entered into this ___ day of _____, _____, by and between Liberty Utilities (Midstates Natural Gas) Corp. ("Liberty " or "Company"), and _____, having a mailing address of _____, _____, _____ ("Pool Operator").

Term: This Pool Management agreement shall continue in full force and effect for a term of ___ _____ beginning on _____.

Pool Operator represents and warrants that it is the authorized agent for one or more Transportation Service customers and that Pool Operator is authorized to act on behalf of and account for the customers identified on Exhibit ("Customers"). Those Customers have separately executed Transportation Service Agreements with Company. As the authorized agent for such Customers, Pool Operator is authorized to (a) make nominations to Company on behalf of such Transportation Service Customers; and (b) receive from Company, for purposes related to the Transportation Service to those Customers, usage information, copies of billings, and other such information related to the Transportation Service provided to Customers. Such information may include any information that Liberty would customarily release to customers, including, but not limited to, all transportation rates applicable to Customers, all information concerning historic usage by and/or transportation of gas to Customers, all available tax rate information with respect to the transportation of natural gas to or for Customers, and any other information or documents in the possession of Liberty Utilities, which pertain to transportation of natural gas to Customer and/or to Liberty on Customers' accounts. Pool Operator further represents that it is properly and duly authorized by Customers to make nominations of natural gas volumes on such Customers' behalf and account in accordance with Customer transportation agreements with Company and applicable tariffs.

Pool Operator acknowledges that Transportation Service to Customers is subject to the terms and conditions of Company's tariffs on file and in effect with the Missouri Public Service Commission and as may be amended, modified, reissued and made effective from time to time as provided by law. Company may reject this Pool Operator Agreement in the event that Company reasonably determines that Pool Operator or Customers have failed to satisfy their obligations under this Agreement, any agreements with Company or applicable Company tariffs.

To the extent this agreement is inconsistent with the Company's tariff, the terms of the tariff will be controlling.

IN WITNESS WHEREOF, the parties have executed this Pool Management Agreement/ Group Balancing Agreement as of the day and year first above written.

Company: Liberty Utilities (Midstates Natural Gas) Corp. Pool Operator: _____

By: _____

By: _____

Title: _____

Title: _____

Witness/Attest: _____

Witness/Attest: _____

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NATURAL GAS TRANSPORTATION SERVICE (CONT'D)

AGREEMENT FOR NATURAL GAS TRANSPORTATION SERVICE

This Agreement for Natural Gas Transportation Service (“Agreement”) is made this ___ day of ___, 2014, by and between Liberty Utilities (Midstates Natural Gas) Corp. (“Company”) and _____ (“Customer”), a _____ corporation with a facility located at _____, Missouri (“Customer Facility”). Company and Customer may be collectively referred to as “Parties” and individually as a “Party” in this Agreement.

RECITALS

WHEREAS, Company owns and operates facilities for the distribution, sale and transportation of natural gas to customer facilities;

WHEREAS, Customers conducts business at Customer Facility and seeks delivery and transportation of natural gas service to Customer Facility;

WHEREAS, “Natural Gas Transportation Service” means transportation of gas received by Company from a “Connecting Pipeline Company” for Customer’s account to Customer Facility. “Connecting Pipeline Company” means a pipeline supplier to Company whose facilities in the sole judgment of Company can be utilized to transport gas to Company for delivery by Company to Customer Facility under Company’s applicable tariff(s);

WHEREAS, Customer is entering or has entered contracts for the purchase of natural gas for Customer’s own use from producers, marketers and/or other suppliers; and, Customer is entering or has entered contracts for delivery of natural gas by a Connecting Pipeline Company to Company on Customer’s account;

WHEREAS, Customer has requested that Company transport natural gas received from a Connecting Pipeline Company through Company’s distribution facilities to Customer Facility;

WHEREAS, Company has agreed to Customer’s request for transportation of natural gas to Customer Facility and Customer has agreed to transportation service from Company subject to the rates, terms and conditions of Company’s Natural Gas Transportation Service Tariff, Sheet Nos. 50-57 or other pages as applicable, approved by the Missouri Public Service Commission (“Commission”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, Company and Customer covenant and agree as follows.

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SCHEDULE D

FORM NO. 13

P.S.C. MO. No. 2
Cancelling P.S.C. MO. No. 2

1st Revised SHEET No. 59.1
Original SHEET No. 59.1

Liberty Utilities (Midstates Natural Gas) Corp
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NATURAL GAS TRANSPORTATION SERVICE (CONT'D)

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NATURAL GAS TRANSPORTATION SERVICE (CONT'D)

TERMS AND CONDITIONS

1. **TRANSPORTATION SERVICE AND RATES.** Company agrees to receive and transport for Customer’s account quantities of natural gas up to the Maximum Daily Quantity (MDQ) set forth below. “Maximum Daily Quantity” means the maximum daily volume of gas, as agreed upon by the parties based on Customer’s historical metered volumes, which Customer will be allowed to nominate and have delivered into Company’s system for Customer’s account.

(a) **Maximum Daily Quantity.** Under this Agreement, Customer’s MDQ shall be ____ CCFs per day, plus a quantity of gas for shrinkage or line losses as set forth in § 4 below. Customer represents and warrants that such natural gas will be transported and delivered by Company to Customer for use at Customer Facility.

(b) **Applicable Rates and Charges.** Customer agrees to pay Company for all services provided under this Agreement at the applicable rates and other charges provided in Company’s Natural Gas Transportation Service Tariff approved by the Commission, as such Tariff may be revised, changed and/or amended from time to time.

2. **COMPANY TARIFFS.** The Parties understand and agree that Natural Gas Transportation Service under this Agreement shall be subject to Company’s applicable Natural Gas Transportation Service Tariff, which is made a part of this Agreement by reference, and upon the terms and conditions for service set forth in that Tariff and Company’s general tariffs governing natural gas transportation service, including without limitation, applicable rates, service classifications, surcharges, riders and general rules and regulations, all of which are expressly incorporated into this Agreement by reference. Company’s Natural Gas Transportation Service Tariff, as applicable, is attached as Exhibit A.

(a) **Commission Review.** This Agreement is subject to review and regulation by the Commission in accordance with governing law.

(b) **Tariff Changes.** Customer expressly understands and agrees that Company shall have the unilateral right to file applications and requests with the Commission or any other appropriate regulatory authority for changes to Company’s Natural Gas Transportation Service Tariff, including changes to any and all applicable tariff rates, charges and terms of service, and to make such changes effective in Company's approved Tariff, as approved by the Commission, applicable to the services provided under this Agreement. Company understands and agrees that Customer may contest such filings before the Commission, and that Customer does not waive any rights it may have with respect to such filings. This Agreement shall not affect in any way the right of Company to unilaterally make application for a change in its applicable Tariff rates or general terms and conditions of service.

3. **CUSTOMER RESPONSIBILITIES.** Customer shall notify Company on Company’s standard form of the quantity of gas to be received from the Connecting Pipeline Company for Customer’s account during the billing month and the daily rate of delivery. Customer’s nomination must be received by Company by the nomination deadline of the Connecting Pipeline Company as applicable. The quantity of gas received by Company for Customer’s account shall be based on the transportation nomination for that month. Adjustment shall be made if the Connecting Pipeline Company’s allocated volumes vary from the nominated volume. Daily nominations shall not exceed Customer’s MDQ.

DATE OF ISSUE: February 9, 2024
month day year

DATE EFFECTIVE: March 10, 2024
month day year

ISSUED BY: Charlotte Emery
name of officer

Sr. Director, Rates and Regulatory Affairs
title

Joplin, Mo
address

Liberty Utilities (Midstates Natural Gas) Corp
d/b/a Liberty Utilities

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

NATURAL GAS TRANSPORTATION SERVICE (CONT'D)

(a) Customer Responsibility for Gas Supply. Customer shall be responsible for making any and all arrangements for transportation of gas from Customer’s supply source to Company’s interconnection with the Connecting Pipeline Company (“Point of Receipt”), unless otherwise agreed by the Parties. Company shall deliver said volumes of gas to the outlet side of the Company meter at Customer Facility (“Point of Delivery”). Company shall not be liable or responsible for control of gas to be transported to Customer Facility until such gas is received by Company at the Point of Receipt. Gas transported under this Agreement will be delivered to Company in the state of Missouri. Company will not be a party to any disputes that arise between Customer and its upstream gas suppliers, transporters, producers, marketers, Connecting Pipeline Company, or others, or agents of any of the above parties. Customer expressly agrees that Company is not in any way responsible for quality or quantity of gas delivered by the Connecting Pipeline Company or a producer, marketer or other supplier, and Customer understands that Company makes no warranties of any kind, express or implied, relating to the quality or quantity of gas delivered to Company by the Connecting Pipeline Company.

(b) Title to Gas Supplied. Customer represents and warrants that it has and shall have good and legal title to all gas which Customer causes to be delivered to Company under this Agreement. The Parties understand and agree that Company is engaged in a transportation service only and that ownership of the gas transported will at all times remain vested in Customer. Customer hereby warrants its title to all gas delivered to Company hereunder and that such gas shall be free and clear from all liens, claims, and encumbrances whatsoever. Customer further agrees to defend and hold Company harmless from any and all losses, claims and/or liabilities relating to ownership and/or use of the gas transported under this Agreement.

(c) Responsibility for Imbalances. Customer is responsible for and obligated to balance receipts of transportation gas by the Company at Company’s applicable Point of Receipt with deliveries of gas by Company to Customer’s Point of Delivery plus a 2% retention for line loss, shrinkage and unaccounted for gas. An “Imbalance” equals the volume of gas received by Company from the Connecting Pipeline Company for Customer’s account minus the volume of gas delivered to Customer’s Point of Delivery. “Imbalance Percentage” equals the difference of the volume of gas received by Company from the Connecting Pipeline Company for Customer’s account minus the volume of gas delivered to Customer’s Point of Delivery divided by the volume of gas received by Company from the Connecting Pipeline Company for Customer’s account. If the volume of gas delivered by Company to Customer’s Point of Delivery is greater than the volume of gas received by Company from the Connecting Pipeline Company for Customer’s account (Negative Imbalance), Company shall sell the difference in gas volumes to Customer as set forth in Company’s Natural Gas Transportation Service Tariff. If the volume of gas delivered to Customer’s Point of Delivery is less than the volume of gas received by Company from the Connecting Pipeline Company for Customer’s account (Positive Imbalance), Company shall buy the difference in gas volumes from Customer as set forth in Company’s Natural Gas Transportation Service Tariff.

(d) Responsibility for Additional Charges from Connecting Pipeline Company. If the provision of Natural Gas Transportation Service under this Agreement causes Company to incur any additional charges from the Connecting Pipeline Company, Customer shall reimburse Company for any and all such charges.

(e) Interruption or Discontinuance of Gas Supply. If gas service is discontinued by Customer’s supplier and/or Connecting Pipeline Company for any reason, Customer hereby releases and holds harmless Company for any loss, claim, damage, or expense that Customer may incur by reason of such discontinuance or interruption of service.

4. LINE LOSSES. Company shall receive an adjustment in volumes of gas received by Company from the Connecting Pipeline Company for line losses, shrinkage and unaccounted for gas. Company shall receive a percentage adjustment for lost and unaccounted for gas equal to two percent (2%) of the volume of gas delivered to Company’s facilities.

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name of officer

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Joplin, Mo
address

Liberty Utilities (Midstates Natural Gas) Corp
d/b/a Liberty Utilities

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

NATURAL GAS TRANSPORTATION SERVICE (CONT'D)

5. TERM. This Agreement shall be effective for twelve months from the date of execution and shall be automatically extended for periods of one (1) year, unless otherwise terminated by either Party. After six months of service under this Agreement, either Party may terminate this Agreement following six months prior written notice of such termination to the other Party. Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by Company's Natural Gas Transportation Service Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished. Company may terminate or suspend its obligations under this Agreement as provided for in its Commission approved tariff, and terms and conditions of service.

6. BILLING. All matters relating to billing, including, but not limited to, late payment charges and termination of service for nonpayment, shall be governed by Company's approved Natural Gas Transportation Service Tariff and other Commission approved terms and conditions of service.

7. VOLUME OF GAS AND MEASURING EQUIPMENT. The volume of gas delivered to Customer will be that measured by Company's meter at Customer Facility. To the extent required by the tariff, Customer shall pay any and all costs for installation, replacement, operation and/or maintenance of electronic flow measurement (EFM) and verification equipment, including, but not limited to, applicable taxes, utility charges, and/or telephone charges. Customer also shall provide adequate space at Customer Facility for installation and operation of EFM equipment, including providing access for Company to such EFM equipment. As allowed by applicable tariff, Company reserves the right to provide a billing based on estimated quantities of gas delivered to Customer in the event of a breakdown or other difficulty with metering equipment.

8. QUALITY AND PRESSURE OF GAS DELIVERED. The gas delivered by a Connecting Pipeline Company to Company for transportation to Customer shall at all times be merchantable gas continuously conforming to applicable industry accepted specifications as determined by Company. Company shall have the right to refuse delivery of any gas not conforming to those specifications. Delivery pressures to Customer shall be consistent with those presently set forth in Company's Commission approved tariffs. The maintenance of delivery pressure shall be subject to the demands of firm sales customers of Company being served at any particular time.

9. NOTICE. Any notice or notices given by either Party under this Agreement shall be sent by certified mail to the following addresses:

Company: Liberty Utilities (Midstates Natural Gas) Corp.

Customer:

DATE OF ISSUE: February 9, 2024
month day year

DATE EFFECTIVE: March 10, 2024
month day year

ISSUED BY: Charlotte Emery
name of officer

Sr. Director, Rates and Regulatory Affairs Joplin, Mo
title address

Liberty Utilities (Midstates Natural Gas) Corp
d/b/a Liberty Utilities

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

NATURAL GAS TRANSPORTATION SERVICE (CONT'D)

Each Party further agrees to notify the other Party of the name and address of the person or persons authorized to act for the Party with respect to routine operating matters under this Agreement and the Parties agree that routine operating requests, reports, billings, and other matters of a routine nature shall be directed to the persons so designated.

10. MISCELLANEOUS TERMS AND CONDITIONS.

(a) The provisions of this Contract shall not be changed except in writing duly signed by Company and Customer; however, this Agreement is subject to valid orders of legally constituted regulatory bodies having jurisdiction over service provided under this Agreement, including the Commission.

(b) No waiver by either Party of any one or more defaults by the other Party in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults, whether of a like or of a different character.

(c) This Agreement shall insure to the benefit of and be binding upon the Parties and their respective successors and assigns.

(d) This Agreement sets forth the only agreements between Company and Customer and all prior agreements, contracts or other mutual understandings, whether oral or in writing, shall be considered canceled as of the date of this Agreement.

(e) This Agreement shall be governed by and construed in accordance with the law of the state of Missouri.

IN WITNESS WHEREOF, the Parties to this Agreement, in consideration of the terms and conditions set forth above, has caused this Agreement to be executed by their duly authorized representatives on the date first written above.

LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.

By _____

Title _____

CUSTOMER [FILL IN NAME]

By _____

Title _____

DATE OF ISSUE: February 9, 2024
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month day year

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d/b/a Liberty Utilities

FOR – All Areas

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MISSOURI SCHOOL TRANSPORTATION SERVICE

A. AVAILABILITY:

This service is available to any seven-director, urban or metropolitan school district as defined pursuant to Section 393.310.2(3), RSMo. (Cum.Supp. 2002), and shall also include, one year after the effective date of this section and thereafter, any school for elementary or secondary education situated in this state, whether a charter, private, or parochial school or school district within the Company’s Missouri service area who has purchased natural gas from a third party supplier and desires transportation of those volumes through the Company’s facilities. The implementation of the program will not have any negative financial impact on the Company, its other Customers or local taxing authorities.

B. TERMS AND PROVISIONS OF SERVICE UNDER THIS RATE SCHEDULE:

1. Service provided under this Schedule shall be subject to the Company’s priorities of curtailment as filed with the Missouri Public Service Commission.
2. All gas transported hereunder by the Company shall be subject to the quality terms specified in respective Connecting Pipeline Company tariff and shall be subject to retention of a portion of the gas received for transportation to compensate the Company for Company used gas and Lost and Unaccounted for gas at a rate of 2%.
3. Service will be furnished at the utilization pressure normally supplied from the distribution system in the area. By mutual agreement, a higher pressure, if available, may be supplied. The heating value of gas must meet the applicable interstate pipeline quality specifications.
4. Participants should notify the Company no later than thirty (30) days prior to service beginning date of July 1. Customer shall agree to remain on this Rate Schedule for a period of not less than one year. Customer may return to sales service on July 1 of any year or at the end of the program by giving the Company notice no later than June 1 of that year. Customer may change pool supplier throughout the year with a 30 day written notice. Service to Customers shall be subject to a contract between the Customer and the Company, in the form of Sheet Nos. 59.1 through 59.5, unless otherwise authorized by state law.
5. Company will prepare a contract for execution by the Pool Operator addressing its obligations in respect to Nominations, Balancing Charges and Cash-Out provisions and other applicable charges.
6. To receive service hereunder, the Pool Operator shall enter into a Pool Operator Agreement with Company and shall submit an Agency Authorization Form for each member of the pool, signed by both Customer and its Pool Operator. The Pool Operator shall submit a signed Pool Operator Agreement (contained in Sheet 66) and an Agency Authorization Form for each member of the pool at least 30 days prior to the beginning of a billing period when service under this rate schedule shall commence. A Customer who terminates service under this rate schedule or who desires to change Pool Operators shall likewise provide Company with a written notice at least 30 days prior to the end of a billing period.

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FOR – All Areas

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MISSOURI SCHOOL TRANSPORTATION SERVICE (CONT'D)

7. Pool Operator will be responsible for in nominating, scheduling and capacity release activities associated with this program, and cause delivery of, adequate natural gas supplies necessary to meet the Customers’ daily gas supply requirements. The Missouri School Board Association will select the Pool Operator for this program.

8. Each Customer will be assigned to a specific Pool on the basis of the connecting pipeline which serves the respective Customer.

9. The Pool Operator is responsible for forecasting the daily gas supply requirements of participating school transportation Customers. The Company will initially provide historical monthly consumption information to the Pool Operator to assist in its determination of the daily gas supply requirements.

10. The Pool Operator shall be responsible for Transportation Imbalances, cash-outs, Unauthorized Receipt charges, Unauthorized Delivery charges or any other penalties and other charges it may create with the pipeline suppliers. All balancing charges or balancing related obligations shall be the responsibility of the Pool Operator. Should the Pool Operator fail to satisfy such obligation, each individual transporter within such Pool Group shall remain responsible for their obligations. The Pool Operator shall enter into a group balancing agreement with the Company for a term of not less than one year.

C. NOMINATION PROCEDURES:

1. The Pool Operator will actively confirm with the Company’s Gas Supply Department by 3:00 p.m. (CST) six (6) working days prior to the end of the preceding month the aggregated daily volumes and associated upstream transportation contract number(s) to be delivered for the Pool Group on whose behalf they are supplying natural gas requirements. This information will be relayed using Company’s standard nomination form.

2. In the event the Pool Operator must make any changes to the nomination during the month, the Pool Operator must directly advise Company’s Gas Supply Department of those changes by 9:00 a.m. on the day preceding the effective date of the change. The Pool Operator must obtain prior approval from the Company to change the total daily volumes to be delivered to the city gate.

D. CUSTOMER(S) BALANCING OBLIGATION AND IMBALANCES:

1. Balancing: Customers will have the obligation to ensure that their Pool Operator delivers the daily gas supply requirement volume to the Company’s city gate. Customers will be held responsible for all unpaid charges levied against their Pool Operator.

(a) An aggregation and balancing charge of \$.04 per Mcf will be collected on all throughput hereunder. These charges will be collected and credited to the Purchased Gas Adjustment Clause.

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FOR – All Areas

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MISSOURI SCHOOL TRANSPORTATION SERVICE (CONT'D)

- (b) Customers within one Pool Group will be treated as one Customer for balancing. Consumption for all Transporters under this Pilot Program will be aggregated to be compared to monthly aggregated Confirmed Nominations to calculate the Monthly Imbalance. Imbalances will be cashed-out in accordance with Section D2.

2. Cash-Out of Monthly Imbalances

- (a) Meters for all Customers within a Pool will be read on the same meter reading cycle. Consumption for all Customers within a Pool Group will be aggregated to be compared to monthly confirmed nominations for that Pool Group before calculating the monthly imbalance.
- (b) If the volume of gas delivered to the Customer’s point of delivery is greater than the volume of gas received by the Company from the Connecting Pipeline Company for the Customer’s account (negative imbalance), the Company will sell the difference in gas volumes to the Pool Operator based on the highest weekly index price for the respective Connecting Pipeline Company for any week beginning in the calendar month as published in Natural Gas Week, plus applicable pipeline fuel and transportation charges

If the volume delivered to the Customer’s point of delivery is less than the volume of gas received by the Company from the Connecting Pipeline Company for the Customer’s account (positive imbalance), the Company will buy the difference in gas volumes from the Pool Operator based on the lowest weekly index price for the respective Connecting Pipeline Company for any week beginning in the calendar month as published in Natural Gas Week, plus applicable pipeline fuel and transportation charges.

- (c) The cash-out charge or credit will be calculated by multiplying the monthly imbalance by the cash-out rate.
- (d) Revenue generated from cash-out charges shall be included in the Annual Cost Adjustment filings as a reduction to the cost of gas for system sales Customers

E. OPERATIONAL FLOW ORDERS (OFO):

1. Company will have the right to issue an Operational Flow Order (OFO) that will require action by the Pool Operator to alleviate conditions that, in the sole judgement of the Company, jeopardize the operational integrity of the Company’s system required to maintain system reliability. The Pool Operator shall be responsible for complying with the directives set forth in the OFO by delivering an amount of gas equal to a percentage of the released as seen in Section G on each and every day for which the OFO is in effect.

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MISSOURI SCHOOL TRANSPORTATION SERVICE (CONT'D)

2. Upon issuance of an OFO, the Company will provide notice to the Pool Operator of the event as well as the days for which the order is in effect. The Pool Operator must comply with one of the following schedules for gas delivery by adhering to the applicable capacity utilization schedule below or as directed by the Company.

**Minimum Daily Delivery Requirement during OFO Aggravated by Under-delivery
Capacity Utilization**

| | |
|--------------------|------|
| January – February | 100% |
| March | 75% |
| April – October | 50% |
| November | 75% |
| December | 100% |

**Maximum Daily Delivery Allowed during OFO Aggravated by Over-delivery
Capacity Utilization**

| | |
|--------------------|-----|
| January – February | 50% |
| March | 25% |
| April – October | 15% |
| November | 25% |
| December | 50% |

3. Unauthorized Deliveries: With the exception of a 5% daily tolerance, any volumes which are deficient from the above schedule during an OFO event which is aggravated by under-delivery shall constitute an Unauthorized Overrun by Pool Operator to Company. The Pool Operator shall be charged a penalty of \$25.00 per Dth, plus the Gas Daily Index for the respective Connecting Pipeline for such unauthorized overruns during the OFO.

4. With the exception of a 5% daily tolerance, any volumes which are in excess from the above schedule during an OFO event which is aggravated by over-delivery shall constitute an unauthorized delivery by Pool Operator to Company Pool. Operator shall be charged a penalty of \$25.00 per Dth for any such unauthorized over-run or unauthorized delivery.

F. PIPELINE CAPACITY RELEASE:

1. "Peak Day Need" is defined as the Daily Average of the highest use month for each of the two most recent years for each participant.

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MISSOURI SCHOOL TRANSPORTATION SERVICE (CONT'D)

2. Company will release firm pipeline capacity on the applicable pipeline(s) equal to the Peak Day Needs for all Customers in aggregate to the Pool Operator. The release will be at the same rate that the applicable pipeline(s) charges the Company for that capacity and will be for a term of one year. The release will be made on a recallable basis, but the Company agrees not to recall capacity unless requested to do so by Customer. Pipeline capacity will be released to the Pool Operator on July 1, of each calendar year.

G. BILLING:



1. The monthly commodity charges and delivery charges equivalent in the applicable companion sales rate will be billed each transporter within the Pool Group by the Company in accordance with non-gas charges set forth in the Company's tariff for applicable Sales service.

2. Customer will be billed a daily balancing charge on all volumes delivered or set forth above under D.1.a.

3. Customer will be billed any pipeline transition cost recovery factor which would otherwise be applicable as a system sales Customer.

4. Customers shifting from Sales to Transportation service shall be charged the appropriate system's ACA factor as listed on Company's sheet 44 for a period of one year after changing.

5. The Pool Operator will be billed all Operational Flow Order charges, Unauthorized Receipts charges, Unauthorized Delivery charges, cashouts or any other penalties and other charges it may create with the pipeline suppliers All balancing charges or balancing related obligations shall be the responsibility of the Pool Operator. Should the Pool Operator fail to satisfy such obligation, each individual transporter within such Pool Group shall remain responsible for their obligations.

H. TAXES:

The Pool Operator shall be required to collect local municipal franchise taxes, if any, on natural gas supplied by a Third Party and remit franchise tax collections to the Company for payment to local municipal entity. In addition to local franchise taxes, schools shall agree, as a condition of obtaining service under this program, to pay franchise tax on commodity transportation if applicable to Sales service for schools. Transportation shall be billed any applicable proportionate part of any directly allocable tax, impost or assessment imposed or levied by a governmental authority, which is assessed or levied against the Company or affects the Company's cost of operation and which the Company is legally obligated to pay on the basis of meters, Customers, or rates of, or revenues from gas or service sold, or on the volume of gas produced, transported, purchased for sale, or sold, or on any other basis where direct allocation is possible.

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MISSOURI SCHOOL TRANSPORTATION SERVICE (CONT'D)

I. TERMS OF PAYMENT:

Bills are delinquent if unpaid after the twenty-first (**21st**) day following rendition. Rendition occurs on the date of physical mailing or personal delivery, as the case may be, of the bill by the Company.

The Company shall add to any delinquent unpaid bill a sum equal to one and one half percent (1-1/2%) of the outstanding balance. In calculating the outstanding balance for these purposes, the Company may not include any amounts due to deposit arrears and amounts agreed to be paid under any deferred payment agreement. An unpaid bill shall be any undisputed amount that remains owing to the Company at the time of the rendition of the next bill. Failure to pay the late payment charge is grounds for discontinuance of service.

J. RULES AND REGULATIONS:

Service will be furnished in accordance with Company’s Standard Rules and Regulations.

K. REPORTING REQUIREMENTS:

The Company shall, no later than June 1st of each year of the program, provide records of the revenues and expenses incurred as a result of this program. These records shall be provided to the Staff of the Missouri Public Service Commission and the Office of the Public Counsel and shall be categorized in sufficient detail to permit the PCS Staff and Office of the Public Counsel to determine what under or over recovery of expenses may be taking place at that time and to determine what changes in rates, if any, may be appropriate at that time to prevent any harm to the groups identified in RSMO section 393.310. The Commission may, no later than November 1st of each year of the program, implement any adjustments in rates it deems appropriate to comply with RSMO section 393.310.

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MISSOURI SCHOOL TRANSPORTATION SERVICE (CONT'D)

**Missouri School Transportation Service
Standard Form of Pool Operator Agreement/Group Balancing Agreement**

This Agreement is made and entered into this __ day of _____, _____, by and between Liberty Utilities (Midstates Natural Gas) Corp. (“Liberty” or “Company”), and _____, having a mailing address of _____, _____, _____ (“Pool Operator”).

Term: This Pool Operator Agreement shall continue in full force and effect for a term of _____, beginning on _____.

Pool Operator represents and warrants that it is the authorized agent for one or more Missouri School Transportation Service Customers and that Pool Operator is authorized to act on behalf of and account for the Customers identified on Exhibit _____ (“Customers”). Those Customers have separately executed Transportation Service Agreements with Company. As the authorized agent for such Customers, Pool Operator is authorized to (a) make nominations to Company on behalf of such Missouri School Transportation Service Customers; and (b) receive from Company, for purposes related to the Missouri School Transportation Service to those Customers, usage information, copies of billings, and other such information related to the Missouri School Transportation Service provided to Customers. Such information may include any information that Liberty would customarily release to Customers, including, but not limited to, all transportation rates applicable to Customers, all information concerning historic usage by and/or transportation of gas to Customers, all available tax rate information with respect to the transportation of natural gas to or for Customers, and any other information or documents in the possession of Liberty Utilities, which pertain to transportation of natural gas to Customer and/or to Liberty on Customers’ accounts. Pool Operator further represents that it is properly and duly authorized by Customers to make nominations of natural gas volumes on such Customers’ behalf and account in accordance with Customer transportation agreements with Company and applicable tariffs.

Pool Operator acknowledges that Missouri School Transportation Service to Customers is subject to the terms and conditions of Company’s tariffs on file and in effect with the Missouri Public Service Commission and as may be amended, modified, reissued and made effective from time to time as provided by law. Company may reject this Pool Operator Agreement in the event that Company reasonably determines that Pool Operator or Customers have failed to satisfy their obligations under this Agreement, any agreements with Company or applicable Company tariffs.

To the extent this agreement is inconsistent with the Company’s tariff, the terms of the tariff will be controlling.

IN WITNESS WHEREOF, the parties have executed this Pool Operator Agreement/ Group Balancing Agreement as of the day and year first above written.

Company: Liberty Utilities (Midstates Natural Gas) Corp.

Pool Operator: _____

By: _____

By: _____

Title: _____

Title: _____

Witness/Attest: _____

Witness/Attest: _____

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month day year

ISSUED BY: Charlotte Emery
name of officer

Sr. Director, Rates and Regulatory Affairs
title

Joplin, Mo
address

FORM NO. 13

P.S.C. MO. No. 2
Cancelling P.S.C. MO. No.

Original SHEET No. 66.1
SHEET No.

Liberty Utilities (Midstates Natural Gas) Corp.
d/b/a Liberty Utilities

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

MISSOURI SCHOOL TRANSPORTATION SERVICE (CONT'D)

**Missouri School Transportation Service
Agency Authorization Form**

Liberty Utilities Corporation
Re: Agency Authorization Form

Ladies and Gentlemen:

Please be advised that _____ (Customer) hereby appoints
_____ (Agent) as its limited agent with authority to act on its behalf in regards to the
following functions effective _____:

1. Agent is hereby authorized to obtain any information which Liberty Utilities Corporation (Liberty Utilities) would otherwise release to Customer, which includes, but is not necessarily limited to, all transportation rates to Customer, all information concerning historic transportation gas to Customer, all available tax rate information with respect to the transportation of natural gas to or for Customer, and any other information or document copies in the possession of Liberty Utilities which pertain to Customer’s transportation of natural gas via Liberty Utilities. Said authorization expressly excludes pricing-related information of any other third party supplier of Customer.
2. Agent is authorized to make nominations of natural gas volumes on Customer’s behalf in accordance with Customer’s transportation agreement(s) with Liberty Utilities. Such nominations will be based upon Customer’s historical usage and/or written or verbal instructions received by Agent directly from Customer.
3. Agent may have access to the most timely information possible with respect to Customer’s daily and monthly usage and/or transportation volumes, provided, however, Customer and Agent recognize that it is Customer’s responsibility to maintain a balance between receipts and deliveries, which includes the responsibility to know the amount of gas that is consumed at Customer’s facility and the amount of gas that is delivered to Liberty Utilities system on Customer’s behalf. Liberty Utilities provides certain volume information as a customer service, however, unavailability or changes to such information will not constitute a waiver of imbalance penalties or fees.
4. Customer and Agent recognize that this agency agreement does not relieve Customer of Customer’s responsibilities pursuant to Customer’s transportation agreement(s). Any imbalances created by Agent on Customer’s transportation agreement(s) shall be Customer’s responsibility to correct. Moreover, if any transportation imbalances are resolved through Agent’s pooling agreement with Liberty Utilities and Agent fails or refuses to satisfy its imbalance obligations under such pooling agreement, then Customer will be responsible for its pro rata share of the quantity of Agent’s imbalance, based on the quantity of gas transported to Customer during the applicable period in which the imbalance was incurred and the total quantity of gas transported under Agent’s pooling agreement with Liberty Utilities during such period. In such event, it will be deemed that Customer has incurred an imbalance equivalent to such pro rata quantity, and Customer will be responsible to resolve such imbalance in accordance with Customer’s transportation agreement(s).

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MISSOURI SCHOOL TRANSPORTATION SERVICE (CONT'D)

This Agency Authorization Form shall become effective from the date written above and shall remain in full force and effect until terminated by Customer or Agent upon thirty (30) days' prior written notice to July 1; provided that Liberty Utilities will have the right to reject this Agency Authorization Form at any time in the event that Liberty Utilities, in its reasonable discretion, determine that Agent will not be capable of fulfilling all of its agency obligations hereunder. Notice information for said parties is set forth below:

Agent

Customer

Attn: _____

Attn: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

Sincerely,

(Print Name)

(Title)

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Sr. Director, Rates and Regulatory Affairs
title

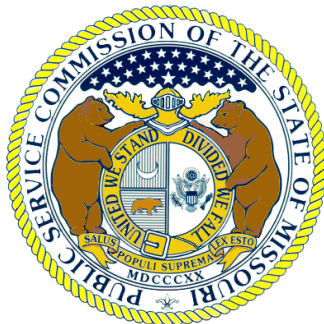
Joplin, Mo
address

STATE OF MISSOURI

OFFICE OF THE PUBLIC SERVICE COMMISSION

I have compared the preceding copy with the original on file in this office and I do hereby certify the same to be a true copy therefrom and the whole thereof.

WITNESS my hand and seal of the Public Service Commission, at Jefferson City, Missouri, this 6th day of November 2024.



Nancy Dippell

Nancy Dippell
Secretary

MISSOURI PUBLIC SERVICE COMMISSION

November 6, 2024

File/Case No. GR-2024-0106

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Enclosed find a certified copy of an Order or Notice issued in the above-referenced matter(s).

Sincerely,



**Nancy Dippell
Secretary**

Recipients listed above with a valid e-mail address will receive electronic service. Recipients without a valid e-mail address will receive paper service.