

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

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

## TARIFF VOLUME

## TABLE OF CONTENTS

	<u>Sheet No.</u>
INDEX 7 SERVICE AREA	
Municipalities Served - Master List and Index	3
Map of existing service area	6
Certified Service Areas	7
NATURAL GAS SALES, NATURAL GAS TRANSPORTATION, AND PURCHASED GAS ADJUSTMENT CLAUSE TARIFFS:	
Infrastructure System Replacement Surcharge (ISRS)	19
Utility Related Charges	20
Residential Firm Service	22
Small Firm General Service	24
Medium Firm General Service	26
Large Firm General Service	28
Interruptible Large Volume Gas Service	30
Negotiated Gas Sales Service	34
Economic Development Gas Service	36
Purchased Gas Adjustment (PGA)	40
Transportation Service	50
Missouri School Transportation Service	60
Weather Normalization Adjustment Rider	67
Red Tag Repair Program	68
Low-Income Affordability Program	70
RULES AND REGULATIONS:	
Definitions	76
Billing and Payment	80
Customer Credit and Deposits	85
Discontinuance and Restoration of Service	88
Facilities and Responsibilities	97
Extension Policy	100
Level Billing Plan	105
Curtailment of Service	106
Excess Flow Valves	109
Promotional Practices	111
Energy Conservation and Efficiency Program	115
Pilot Programs	117

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name of officerSr. Director, Rates and Regulatory Affairs  
titleJoplin, Mo  
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SCHEDULE OF RATES

INFRASTRUCTURE SYSTEM REPLACEMENT SURCHARGE (“ISRS”)

Description: The ISRS is designed to recover the costs associated with the Company’s eligible infrastructure replacements in accordance with the provisions of Sections 393.1009 to 393.1015, RSMo.

Applicability: In addition to the other charges provided for in the Company’s tariff, a monthly ISRS shall be added to each customer’s bill for service rendered on and after the effective date of the ISRS.

Schedule of Surcharges: The amount of the ISRS by rate schedule is as follows:

Type of Service	<u>Per Bill Per Month</u>	
	Northeast/West	Southeast
Residential Firm Service	\$0.00	\$0.00
Small Firm General Service	0.00	0.00
Medium Firm General Service	0.00	0.00
Large Firm General Service	0.00	0.00
Interruptible Large Volume Service	0.00	0.00

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## RESIDENTIAL FIRM SERVICE

AVAILABILITY:

This schedule is available to Customers consuming gas for space heating, water heating, cooking, air conditioning and other proper purposes in private residences, individual apartments and in a multifamily dwelling, and using a type A or B meter. Service may not be shared or resold.

CHARACTER OF SERVICE:

Service hereunder will not normally be subject to curtailment except as may become necessary under the Curtailment Provisions, Sheet Numbers 106 through 108 of the Company's tariffs. Gas supplied will have a nominal heating value of approximately 1000 Btu's per cubic foot.

MONTHLY DELIVERY CHARGE & VOLUMETRIC RATES:

	<u>Northeast/West</u>	<u>Southeast</u>
Delivery Charge (per meter)	\$28.75	\$19.25
Distribution Commodity Rate (per Ccf)	\$0.44276	\$0.31279

Minimum Bill is equal to the monthly Delivery Charge plus applicable rate adjustments.

RATE ADJUSTMENTS:

- Purchased Gas Adjustment: To the rates stated above the Total Purchased Gas Adjustment (PGA) factor will be billed to recover the cost of gas pursuant to the Company's Purchased Gas Adjustment Clause.
- 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.
- Utility Related Charges: Service charges may be applicable pursuant the terms of utility Related Charges tariff, Sheet Numbers 20 through 21.
- Infrastructure System Replacement Surcharge: Pursuant to Missouri Public Service Commission approval, a monthly ISRS charge as provided on Tariff Sheet Number 19 is applicable to this rate.
- Weather Normalization Adjustment: The Weather Normalization Adjustment applicable to each ccf of gas delivered will be calculated and billed as provided on Tariff Sheet Number 67.

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## SMALL FIRM GENERAL SERVICE

AVAILABILITY:

This schedule is available to Customers consuming gas for Commercial and Industrial purposes, as defined in the Company's Rules and Regulations, who uses a type A or B meter. Service may not be shared or resold.

CHARACTER OF SERVICE:

Service hereunder will not normally be subject to curtailment except as may become necessary under the Curtailment Provisions, Sheet Numbers 106 through 108 of the Company's tariffs. Gas supplied will have a nominal heating value of approximately 1000 Btu's per cubic foot.

MONTHLY DELIVERY CHARGE & VOLUMETRIC RATES:

	<u>Northeast/West</u>	<u>Southeast</u>
Delivery Charge (per meter)	\$44.25	\$32.25
Distribution Commodity Rate (per Ccf)	\$0.18594	\$0.10651

Minimum Bill is equal to the monthly Delivery Charge plus applicable rate adjustments.

RATE ADJUSTMENTS:

- Purchased Gas Adjustment: To the rates stated above the total Purchased Gas Adjustment (PGA) factor for firm service will be applicable for the SGS Customer.
- 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.
- Utility Related Charges: Service charges may be applicable pursuant the terms of Utility Related Charges tariff, Sheet Numbers 20 through 21.
- Infrastructure System Replacement Surcharge: Pursuant to Missouri Public Service Commission approval, a monthly ISRS charge as provided on Tariff Sheet Number 19 is applicable to this rate.
- Weather Normalization Adjustment: The Weather Normalization Adjustment applicable to each ccf of gas delivered will be calculated and billed as provided on Tariff Sheet Number 67.

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## MEDIUM FIRM GENERAL SERVICE

AVAILABILITY:

This schedule is available to Customers consuming gas for Commercial and Industrial purposes, as defined in the Company's Rules and Regulations, whose use per year is less than 75,000 Ccf, and does not use a type A or B meter. Service may not be shared or resold.

CHARACTER OF SERVICE:

Service hereunder will not normally be subject to curtailment except as may become necessary under the Curtailment Provisions, Sheet Numbers 106 through 108 of the Company's tariffs. Gas supplied will have a nominal heating value of approximately 1000 Btu's per cubic foot.

MONTHLY DELIVERY CHARGE & VOLUMETRIC RATES:

	<u>Northeast/West</u>	<u>Southeast</u>
Delivery Charge (per meter)	\$178.00	\$179.50
Distribution Commodity Rate (per Ccf)	\$0.36206	\$0.30686

Minimum Bill is equal to the monthly Delivery Charge plus applicable rate adjustments.

RATE ADJUSTMENTS:

1. Purchased Gas Adjustment: To the rates stated above, the total Purchased Gas Adjustment (PGA) factor for firm service will be applicable for the MGS Customer.
2. 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.
3. Utility Related Charges: Service charges may be applicable pursuant the terms of Utility Related Charges tariff, Sheet Numbers 20 through 21.
4. Infrastructure System Replacement Surcharge: Pursuant to Missouri Public Service Commission approval, a monthly ISRS charge as provided on Tariff Sheet Number 19 is applicable to this rate.

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## LARGE FIRM GENERAL SERVICE

AVAILABILITY:

This schedule is available to Customers consuming gas for Commercial and Industrial purposes, as defined in the Company's Rules and Regulations and whose use is at least 75,000 Ccf per year. Service may not be shared or resold. In order to assure adequate supplies of natural gas for electric generation, Customer must provide Company prior notice and confirmation of gas supply availability before gas consumption for electric generation begins. Any volumes not confirmed by Company for electric generation will be considered "unauthorized use" and subject to the charges provided below.

CHARACTER OF SERVICE:

Service hereunder will be subject to curtailment only as may become necessary under Curtailment Provisions, Sheet Numbers 106 through 108 of the Company's tariff. Gas supplied will have a nominal heating value of approximately 1000 Btu's per cubic foot.

MONTHLY DELIVERY CHARGE & VOLUMETRIC RATES:

	<u>Northeast/West</u>	<u>Southeast</u>
Delivery Charge (per meter)	\$974.75	\$944.50
Distribution Commodity Rate (per Ccf)	\$0.22455	\$0.25605

Minimum Bill is equal to the monthly Delivery Charge plus applicable rate adjustments.

RATE ADJUSTMENTS:

1. Purchased Gas Adjustment: To the rates stated above, the Total Purchased Gas Adjustment (PGA) factor for firm sales service, as applicable, will be billed to recover the cost of gas pursuant to the Company's Purchased Gas Adjustment Clause.

Any sales 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.

2. 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.
3. Infrastructure System Replacement Surcharge: Pursuant to Missouri Public Service Commission approval, a monthly ISRS charge as provided on Tariff Sheet Number 19 is applicable to this rate.

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<b>INTERRUPTIBLE LARGE VOLUME GAS SERVICE</b>
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AVAILABILITY:

To any commercial or industrial customer using at least 200,000 Ccf per year, *or* 1,000 Ccf per day during off-peak periods. Examples of customers utilizing natural gas during off-peak periods only would include, but is not limited to the following: asphalt plants, electric generating facilities, grain drying facilities, and farm irrigation systems.

Deliveries to such customers shall be subject to curtailment at any time. Deliveries to such customers shall be subject to curtailment in whole or in part upon one-half (1/2) hour's notice. During any interruption due to capacity or supply concerns, all Interruptible Gas Service Customers shall be interrupted when required on a pro rata basis.

Interruption shall occur at any time the Company is subject to any penalties being incurred and/or increased reservation or storage charges being incurred related to the Company's system supply gas needs. No penalties, short-term reservation or storage charges shall be used as costs of gas in the Actual Cost Adjustment factor computation during any period where interruptible Customers are not interrupted

CHARACTER OF SERVICE:

Natural gas with a heating value of approximately 1,000 BTU per cubic foot, supplied through a single delivery point and a single meter, at the delivery pressure of the distribution system in the area, or such higher delivery pressure as delivered to the Customer.

MONTHLY DELIVERY CHARGE & VOLUMETRIC RATES:

	<u>Northeast/West</u>	<u>Southeast</u>
Delivery Charge (per meter)	\$842.25	\$951.00
Distribution Commodity Rate (per Ccf)	\$0.22033	\$0.25583

Minimum Bill is equal to the monthly Delivery Charge plus applicable rate adjustments.

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INTERRUPTIBLE LARGE VOLUME GAS SERVICE (CONT'D)
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Another situation would be where, after the Customer was ordered to curtail and did not for reasons beyond the Customer's reasonable control, and the Company did not experience any distribution problems as a result of the Customer's failure to comply. An example that does not constitute good cause is a situation where the Customer, after being directed to curtail, intentionally, and with no justifiable reason, refuses to comply. The Company will maintain all documentation regarding the waiver of the penalty. The appropriateness of such waiver shall be addressed in the appropriate ACA case. Penalty charge revenues shall be considered Purchased Gas Adjustment revenue recovery for Actual Cost Adjustment factor computations.

RULES AND REGULATIONS:

Service will be rendered in accordance with the Company's Regulations for Gas Service on file with the Missouri Public Service Commission.

RATE SCHEDULE SUBJECT TO CHANGE:

The rates, terms, and conditions set forth in this rate schedule are subject to change when approved by the Missouri Public Service Commission.

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## 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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## 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:

$([\text{annual storage demand charges}/\text{MDWQ}]/365) + (\text{annual storage capacity charges}/\text{total capacity})$   
+ 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 1<sup>st</sup> each calendar year. All sales Customers requesting transportation service must elect so in writing by June 1<sup>st</sup> 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.

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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Community, Town or City

## 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.

DATE OF ISSUE: November 20, 2024  
month day yearDATE EFFECTIVE: January 8, 2025  
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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)

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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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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Name of Issuing Corporation

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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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## 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.

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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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FOR – All Areas

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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:**

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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 \_\_\_\_\_

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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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## 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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## 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.

DATE OF ISSUE: November 20, 2024  
month day yearDATE EFFECTIVE: January 8, 2025  
month day yearISSUED BY: Charlotte Emery  
name of officerSr. Director, Rates and Regulatory Affairs  
titleJoplin, Mo  
address

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)

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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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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**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<sub>i</sub> = Weather Normalization Adjustment
- j = the billing cycle
- NDD<sub>ij</sub> = the total normal heating degree days based upon Staff’s daily normal weather as determined in the most recent rate case.
- ADD<sub>ij</sub> = the total actual heating degree days, base 65° at the applicable weather station; Kirksville, MO as computed based on the station, as adjusted, for the Northeast, Kansas City, MO for the West Districts and Cape Girardeau, MO for the Southeast district.

1. 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<sub>ij</sub> = the total number of customer charges charged in billing cycle j and billing month i
- β = the applicable weather 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.

District	Residential	SGS
Northeast District	0.1355769	0.3169712
West District	0.1129329	0.2777887
Southeast District	0.1197439	0.2938893

1. Monthly WNA<sub>i</sub> = WNA<sub>i</sub> 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 \$0.44276.

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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 \$0.31279.

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 \$0.18594, and in the Southeast District is \$0.10651.

3. The Current Annual WNA (“CSWNA”) shall be the sum of the billing cycle WNA for each of the twelve Monthly WNA<sub>i</sub> for the billing months in the applicable twelve 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 ARR shall be trued-up with actuals upon calculation of the next applicable ARR.

5. The Company will make an annual 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 ARR.

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.

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## Red-Tag Repair Program

RED TAG REPAIR PROGRAM

Description: The Red Tag Repair Program is an experimental program for customers to receive funding towards minor repairs or replacements of their gas appliances and piping in order to obtain or retain gas service. This program was developed in accordance with the Unanimous Stipulation and Agreement in GR-2018-0013. The Program has two components: (i) Heating Only for Lower Income, and (ii) Avoid Red Tags.

Heating Only for Lower Income: This program provides payment assistance to eligible residential customers of the Company, with a household income equal to or less than the threshold of eligibility for the Low-Income Weatherization--which at the time of filing of GR-2024-0106 is 200 percent of the Federal Poverty Level--, and who require repairs or replacement of natural-gas appliances and/or piping that have been red- tagged. If the customer is renting the premises, written approval of the landlord will be required. Customers receiving natural gas service to operable permanent space heating equipment ("PSHE"), i.e. furnaces and boilers do not qualify; this program is designed to assist only those lower income customers who would otherwise be eligible to commence or maintain service, but whose facilities are "red-tagged," that is, whose service will be or is disconnected at the meter or to the PSHE, and are without space heating, due to unsafe PSHE, unsafe piping or unsafe non-space heating appliance where there is no shut off valve to the non-space heating appliance.

Avoid Red Tags: This program permits Liberty field service representatives (FSR) who are already on-site to spend a nominal amount of time to perform minor repairs of the customer's gas appliances and piping when doing so would result in the customer gaining or keeping use of service rather than having the piping or appliance "red-tagged" as unsafe. If an FSR determines that any gas appliance should be "red-tagged" as unsafe or out of compliance with applicable codes, but the FSR believes that the problem can be repaired in no more than 15 minutes using parts that cost \$20 or less, the FSR may, with the customer's consent, attempt to affect such repairs in conjunction with utility service at no cost to the customer. At any time that the FSR determines that the repair will fall outside of these parameters, the FSR shall cease the repair effort and proceed in accordance with the Company's safety practices and the Utility Promotional Practices.

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Red-Tag Repair Program

Terms and Conditions: The Company will credit customers or reimburse qualified social service agencies within its service territory that can provide or arrange to provide and pay for such emergency service work consistent with the terms set forth herein and at an administrative cost not to exceed 10% of the funds provided. No customer shall receive assistance greater than \$1,000 under this Program, with no more than \$700 going towards a PSHE and no more than \$450 going toward each other gas appliance or piping. Energy efficiency being preferred, where a furnace qualifies for replacement under the health and safety provisions of the federal Low-Income Weatherization Assistance Program, the furnace will be replaced with a 90% or higher efficiency unit, when feasible. In cases where a PSHE is being replaced at cost to the customer, prior to installation the customer shall be offered an opportunity to use red tag funding toward the purchase and installation of a 85% or higher energy efficient furnace. If the customer declines, then the customer shall be informed that they may use any licensed or qualified repair service provider or appliance seller that is willing to accept payment according to the terms of the program. Liberty Utilities will work with its Energy Efficiency Advisory Group to determine what data shall be gathered and reported to evaluate this program.

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Low-Income Affordability Program
----------------------------------

LOW-INCOME AFFORDABILITY PROGRAM

**Description:** This Low-Income Energy Affordability Program (the “Program”) is provided to eligible customers in the service territories of the Company under terms approved by the Commission in Case No. GR-2018-0013 and modified in Case No. GR-2024-0106

**Agencies:** The Program will be jointly administered by The Company and selected Community Action Agencies (“CAA”). Compensation to the CAA for these duties will be negotiated between the Company, Staff, Public Counsel and the CAA, but shall be no greater than 10% of Program Funds.

**Eligibility:** To be eligible for the Program, customers shall be required to register with a CAA serving the area of their residence, have a household income at or below the threshold for the Low-Income Home Energy Assistance Program (LIHEAP). This threshold is 60 percent of the State Median Income at the time of the filing of Case No. GR-2024-0106, apply with the CAA for any energy assistance funds for which they might be eligible, and review and agree to implement cost-free, self-help energy conservation measures identified by the CAA. The CAA may use household registration from other assistance programs to determine eligibility for the Program. The Company will also encourage the CAA to identify eligible participants who, because of their payment history or other factors, have a greater opportunity to succeed in the Program. No customer with an arrearage that includes a theft of service charge shall be eligible to participate in the Program.

To remain eligible for the Program, a customer must remain current with all Company bills within two (2) billing cycles. Customers that default on payments to the Company for two (2) consecutive months will be removed from the Program and not be permitted to participate in the Program for twelve (12) months, except that a CAA may request that a defaulted customer experiencing a short-term, unanticipated financial hardship be re-enrolled in the Program on a one-time basis.

**Funding:** The Program shall be funded at a total annual level not to exceed \$36,300, which shall not be increased or decreased prior to the effective date of rates in the Company’s next general rate case proceeding. Upon termination of the Program, any unspent amounts shall be used to fund low-income weatherization or energy efficiency programs for the Company’s customers.

**Provisions:** Eligible customers will receive a monthly bill credit equal to the monthly customer charge. In the billing months of November through April, eligible customers will also receive an additional bill credit of \$30. If a customer’s total bill is less than the credit amount, the credit shall not exceed the total bill amount, and any excess cannot be transferred to either another customer nor a future month.

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## PROMOTIONAL PRACTICES

RESIDENTIAL SECTORBuilder Program

The intent of the program is to promote the use of natural gas, high-efficiency appliances, and energy conservation measures within the new construction market. The Company may offer the builder and/or the potential homeowner cost comparisons between the utilization of natural gas and alternate energy sources.

The Company may make marketing materials available to the prospective homeowners through the builders. These materials promote the economy of an energy efficient gas home.

Promotion of High-Efficiency Gas Appliances

The Company may promote the use of high efficiency gas appliances by making available educational material. This material explains the advantages of high efficiency natural gas equipment.

The Company may merchandise the following gas appliances: water heaters, ranges, space heaters, logs, gas lights, clothes dryers, and grills, among various others. The Company may offer merchandise financing to Customers, enabling them to make payments on their gas bills. The annual percentage rate of interest will not be on terms more favorable than those generally applicable to sales by non-utility dealers.

Dealer Program

The Company may offer builders, heating contractors, etc., upon request, cost comparisons between the use of natural gas and alternate fuels.

The Company may develop and implement various cooperative advertising programs to be made available to builders, developers, heating contractors, etc. Cooperative advertising funds supplied by the Company are limited to one-half of the reasonable cost or value of joint advertising.

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## PROMOTIONAL PRACTICES (continued)

RESIDENTIAL SECTOR (continued)Real Estate Program

This program is used to educate real estate agents and brokers through periodic meetings with individual realty companies or realty associations. During the meetings, the Company exhibits photographs of various applications for natural gas equipment, makes verbal presentations on how to better serve real estate agents and brokers, and demonstrates the benefits of using natural gas in the home. Educational handout materials are also available for each participant.

Promotion of Gas On-Main

Through the Company's on-main conversion program, we communicate the advantages and benefits available to prospective Customers who convert to natural gas heating equipment.

This program is targeted toward each prospective Customer who has a gas main accessible to his or her property. Supporting media advertising and awareness materials, such as brochures, can also be utilized.

Energy Efficiency and Conservation

The Company promotes the efficient use and conservation of energy. Upon request, the Company may supply to anyone interested a cost comparison showing the energy savings possible through the use of high-efficiency equipment.

Educational Programs

The Company supports in partnership with the EarthWays Center of the Missouri Botanical Garden, the Energy Educators Workshop. The workshop offers teachers the opportunity to enhance their understanding of basic energy concepts, and learn how to connect these topics to principles of energy efficiency, conservation and sustainability.

The workshop is updated annually with new lesson plans and STEM activities, The material is cross-curricular and leveled to meet the needs of multiple grades (elementary, middle, and high school) and correlated to the Show-Me Standards, Common Core and Next Generation Science Standards.

Workshop participants Participants are provided with electronic copies of all materials and activities needed to bring the topic of energy to the classroom.

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## PROMOTIONAL PRACTICES (continued)

RESIDENTIAL SECTOR (continued)Residential Low Income Weatherization Assistance Program (“LIWAP”)DESCRIPTION AND AVAILABILITY:

This program is designed to provide energy education and weatherization assistance to low income residential customers to assist customers in reducing their consumption and thus reduce their natural gas utility bill. This program component of the Company’s Energy Conservation and Efficiency Program shall receive, on annual basis, \$105,000 of the \$150,000 included in base rates, for assistance to eligible low-income customers of Liberty who use natural gas for space heating. Additional annual funding may be designated for this program in accordance with decisions by the Energy Efficiency Advisory Group (“EEAG”).

TERMS AND CONDITIONS:

- A.) Each year, the Company will contract with the six Community Action Agencies (“CAAs”) in its service territory to administer the LIWAP. These six agencies are:
- Community Action Partnership of Northeast Missouri (“CAPNEMO”)
  - Delta Area Economic Opportunity Corporation (“DAEOC”)
  - East Missouri Action Agency (“EMAA”)
  - North East Community Action Corporation (“NECAC”)
  - South Central Missouri Community Action Agency (“SCMCAA”)
  - West Central Missouri Community Action Agency (“WCMCAA”)
- B.) The allocations amongst the Community Action Agencies of this \$105,000 will be determined annually by the Company. The Company will transparently inform the CAAs and EEAG of methodologies that lead to these changes, should they occur.

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## PROMOTIONAL PRACTICES (continued)

RESIDENTIAL SECTOR (continued)ENERGIZE LIBERTY HOMESPURPOSE:

The Energize Liberty Homes program is intended to promote energy efficiency for existing residential customers by offering free direct installation of low-cost energy conservation measures and financial incentives for energy audits and the installation of natural gas energy-efficiency measures that improve home energy performance.

Program incentives are structured using a performance model. Participants are eligible to receive rebates covering 100 percent of the cost of an energy audit, up to \$500, as well as additional incentives to offset the cost of eligible building shell upgrades and equipment, if modeled energy savings resulting from the installed upgrades meet the program's energy savings performance levels.

AVAILABILITY:

At annual funding levels determined by the EE Advisory Group pursuant to the General Terms and Conditions set forth at Sheet No. 115, this program will be available to residential owner-occupants of existing, single-family homes located in Missouri who purchase natural gas directly from Liberty, in accordance with established program guidelines and with the parameters set forth below. Participants are not eligible to receive incentives under both the Liberty Homes Program and Liberty's Efficient Products Program, or the DNR's Energize Missouri Homes program.

## Customer Eligibility Parameters

<u>Fuel</u>	<u>Gas customer</u>
<u>Building type</u>	<u>Residential, single-family (<math>\leq</math> 4 units<sup>1</sup>) home</u>
<u>Building vintage</u>	<u>Existing structure</u>
<u>Building ownership</u>	<u>Homeowner</u>
<u>Customer status</u>	<u>Home is primary residence</u>
<u>Rate schedule</u>	<u>Residential firm service rate</u>

<sup>1</sup> Applicants must own the entire building and occupy at least one dwelling unit in the building. (Mobile homes do not qualify, but modular homes positioned on a foundation will qualify.)

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## PROMOTIONAL PRACTICES (continued)

PROGRAM ADMINISTRATION and PROCESS:

The Energize Liberty Homes program will be administered by local program aggregators, who have met the DNR's requirements. The aggregators' roles will include: serving as regional program contacts; administering program funds; leading marketing and outreach activities; managing program delivery; and providing technical assistance to homeowners and auditors. Liberty or their agent will be responsible for verifying that customer applications meet program guidelines and requirements, and for processing customer rebates.

Program delivery will be provided by qualified auditors and equipment installers selected, hired, and managed by homeowners. Participating energy auditors must have knowledge of all eligibility requirements, procedures, and all applicable programs terms, conditions and guidelines, and must be certified by DNR or other recognized entity as to their technical and field capabilities.

QUALIFYING MEASURES AND INCENTIVE AMOUNTS:

This program will promote building, envelope upgrades and other natural gas energy-efficiency measures that best meet customers' individual needs and objectives, providing their project work scope and modeled energy savings meet program eligibility requirements. Whenever possible, energy auditors will directly install natural gas saving measures in the customer's residence at the time of the audit. Where they are recommended, customers will be required to install building envelope upgrades as a first step before investing in larger equipment measures. Typical measures include:

- \* Direct installation measures: low-flow showerheads, faucet aerators, hot water heater blankets, and programmable thermostats
- \* Insulation: attic, wall, foundation, crawl space, ducts
- \* Infiltration reduction/air sealing
- \* High-efficiency heating equipment
- \* High-efficiency water heating equipment
- \* ENERGY STAR windows

CATEGORY	PROGRAM EQUIPMENT	INCENTIVE	CAP
Audit	Implement recommended upgrades to meet minimum Tier I requirements	100% of audit cost	\$500
Direct Installation	all audit participants; where measures are deemed appropriate	100% of measure cost	N/A
Tier 1	Achieve 10% natural gas savings through recommended building shell measures only	35% of eligible project costs	\$2,000
Tier 2	Achieve 20% natural gas savings Recommended building shell measures must be installed before equipment measures	50% of eligible project costs	\$5,000

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## PROMOTIONAL PRACTICES (continued)

EVALUATION:

The program evaluation's primary goal is to document energy savings attributable to the program, assess the program's cost-effectiveness, and to ensure reliability and persistence of the expected impacts. Liberty will work with the program aggregators to ensure appropriate data are collected and tracked to support program evaluation.

**Efficient Products Program**DESCRIPTION AND AVAILABILITY:

At annual funding levels determined by the EE Advisory Group pursuant to the General Terms and Conditions set forth at Sheet No. 115, the Company will promote efficient utilization of natural gas for water heating and space heating. The Company will offer rebates for qualifying high efficient equipment, water heating equipment, wifi thermostats, low flow shower heads and natural gas equipment as described below.

The Program is voluntary and each type of rebate is available to any participant. Rebates must be redeemed through the Administrator as part of an online market place or through a rebate application process. Forms will be available at [www.libertyenergyandwater.com](http://www.libertyenergyandwater.com).

DEFINITIONS:

Administrator – The Company or its Agent will administer this energy efficiency program.

Participant – A customer, under the residential or small general service classes, which is located in Missouri, and elects to purchase energy efficient gas saving equipment as described in this Conservation Effort.

REBATES:

Rebates shall apply to customers purchasing qualifying equipment including wifi thermostats, low flow showerheads, high efficiency rated natural gas furnaces, boilers, combo heating/water heating systems, water heating systems, or other such equipment as may be approved by the Administrator.

Each participant will receive a rebate after the completed rebate form is submitted with proper information.

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## PROMOTIONAL PRACTICES (continued)

**High Efficiency Natural Gas Water Heating and Space Heating Rebates (continued)**

The terms of the rebate are as follows:

Upon receipt of a properly completed rebate form and associated documents, the Administrator will issue a check to the Participant within eight (8) to ten (10) weeks.

The following rebates may be paid to each participant:

- 1) Wi-Fi thermostat – a rebate of fifty (\$50) or 50% of the equipment cost, whichever is lower, for a Wi-Fi thermostat.
- 2) High efficiency natural gas furnace — a rebate in the following amount for the purchase and installation of a high efficiency furnace unit rated at the following efficiency level:

<u>Efficiency Level</u>	<u>Rebate Amount</u>
AFUE $\geq$ 92% and $<$ 94%	\$200
AFUE $\geq$ 94% and $<$ 96%	\$250
<u>AFUE <math>\geq</math> 96%</u>	<u>\$300</u>

- 3) High efficiency boiler – a rebate in the following amount for the purchase and installation of a high efficiency boiler rated at the following efficiency level:

<u>Efficiency Level</u>	<u>Rebate Amount</u>
AFUE $\geq$ 85% and $<$ 90%	\$200
<u>AFUE <math>\geq</math> 90%</u>	<u>\$300</u>

- 4) High efficiency combination space heating and water heating systems – a rebate of four hundred and fifty dollars (\$450) for the purchase of such system. These systems combine the heating system and the water heating system in one piece of equipment.
- 5) Water heating system – a rebate in the following amount for the purchase and installation of one (1) water heating system rated at the following efficiency level:

<u>Efficiency Level</u>	<u>Rebate Amount</u>
EF $>$ 0.67 and $<$ 0.82	\$125
<u>EF <math>&gt;</math> 0.82</u>	<u>\$200</u>

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## PROMOTIONAL PRACTICES (continued)

COMMERCIAL/INDUSTRIAL SECTOR

The Company may offer the following services:

Fuel Cost Comparisons – Through the use of fuel cost comparisons, the Company may evaluate the optimal energy to be used for any particular commercial or industrial application.

Equipment Selection – The Company may provide our commercial and industrial Customers up-to-date educational information on the latest technical improvements in gas equipment. This information is communicated to the Customer through the Company's representatives and through industry publications such as Gas Technology Magazine and Food Service Newsletter. Various educational publications similar to those previously mentioned may also be made available to any and all persons of the commercial/industrial sector within our service area. In addition to information on technological advances, these publications provide pertinent safety and energy conservation information.

Energy Consulting – The Company may provide technical information to any Customer, prospective Customer, supplier or other interested party who may be in need of assistance.

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<b>ENERGY CONSERVATION AND EFFICIENCY PROGRAM</b>
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PROGRAM DESCRIPTION:

In accord with this tariff and pursuant to the Unanimous Stipulation and Agreement in Case No. GR-2018-0013, the annual funding for the Company's non-weatherization energy efficiency programs shall be equal to at least .18% of the rolling three-year average of the Company's Missouri jurisdictional gas gross operating revenues. subject to an upward adjustment of pursuant to item C in the general terms and conditions. Company shall continue its programs designed to promote energy conservation, efficiency and education. Funding for the Energy Conservation and Efficiency Program ("Program") shall include \$150,000 per year in base rates (\$105,000 of which shall be annually dedicated to the Residential Low Income Weatherization Assistance Program component and \$45,000 dedicated to non-weatherization energy efficiency programs. ), with the utilization of a regulatory asset account mechanism for additional monies required to fund said Program. The Energy Efficiency Collaborative, composed of the Company, Commission Staff, Office of the Public Counsel and the Missouri Department of Natural Resources, will be renamed the Energy Efficiency Advisory Group "EE Advisory Group"). The EE Advisory Group will operate as an advisory, rather than consensus, group and will continue to provide input to Atmos on the design, implementation and evaluation of the Program. This Program is intended to benefit all eligible customers via the funding of certain conservation Efforts which will improve energy efficiency within the home and reduce energy consumption.

GENERAL TERMS AND CONDITIONS:

- A.) The program will remain in effect unless the program is modified or terminated by the Missouri Public Service Commission, or a court of competent jurisdiction invalidates or otherwise overturns the Commission's Report & Order in Case No. GR-2018-0013.
- B.) Any residual funds from the rebate and educate components of the program approved in GR-2018-0013 will be transferred as a liability to the regulatory asset account. The Company shall accumulate any additional Program costs (above the \$150,000) in regulatory accounts as the costs are incurred. The regulatory asset account shall accrue interest at the Company's short-term debt rate through the Company's next rate case. Program costs in the regulatory asset account that have been prudently incurred will be included in rate base in the Company's next general rate case and amortized over six (6) years. Any future unspent Program funds provided by ratepayers, except for those funds paid to Community Action Agencies ("CAA"), will be credited to the regulatory asset account at the end of each Program year.
- C.) The difference between 0.32 percent of the rolling three-year average of gross operating revenues and the \$36,300 annual budget for the low-income affordability program shall be allocated between the Company's non-weatherization energy efficiency, red-tag, and low-income weatherization programs based on recommendations resulting from the collaborative EEAG process, provided that a budget showing the resulting funding levels for all programs, shall be filed with the Commission each year and any Party shall be free to

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<b>ENERGY CONSERVATION AND EFFICIENCY PROGRAM</b>
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propose changes to such budget and have any differences resolved by the Commission, if necessary. The EEAG shall have the flexibility to propose up to two adjustments to these allocations during a program year, with a goal of fully expending the amounts set forth herein.

- D.) The various Conservation Efforts, and the amount of funds designated for each Conservation Effort, are subject to change after the annual evaluation, and Atmos will work with Energy Efficiency Advisory Group (“EE Advisory Group”) to take reasonable actions toward a target of increasing the funding level for cost-effective conservation and energy efficiency programs for plan year ending in 2013 to 0.5% of the annual average of 2009 and 2010, as such Total Revenues are set forth in the Company’s Gas Annual Report filings with the Commission.

CONSERVATION EFFORTS:

- 1.) Customer Education

PURPOSE AND DESCRIPTION:

The Company will work with the EE Advisory Group to determine the target audience(s) as well as the funding level of the program. The intent shall be to educate customers and/or students concerning the importance of energy conservation, and to introduce ways to reduce their family’s energy consumption through various low or no-cost efficiency measures.

- 2.) Residential Low Income Weatherization Assistance Program

The specific terms and conditions of this Program are fully set forth under Promotional Practices Tariff Sheet 112.1.

- 3.) High Efficiency Natural Gas Water Heating and Space Heating Rebates

The specific terms and conditions of this Program are fully set forth under Pilot Programs Tariff Sheets 117-119.

- 4.) Energize Atmos Energy Homes

The specific terms and conditions of this Program are fully set forth under Promotional Practices Tariff Sheets 112.2 – 112.4.

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FORM NO. 13

P.S.C. MO. No. 2

5<sup>th</sup> Revised SHEET No. 117

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

4<sup>th</sup> Revised SHEET No. 117

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