

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

**FOR – All Areas**

Name of Issuing Corporation

Community, Town, or City

ADOPTION NOTICE

Liberty Utilities (Midstates Natural Gas) Corp. sometimes does business under the fictitious (trade) names of Liberty Utilities or Liberty. Liberty Utilities (Midstates Natural Gas) Corp. d/b/a Liberty Utilities or Liberty hereby adopts, ratifies and makes its own, in every respect, all tariffs filed with the Public Service Commission, State of Missouri, by or adopted by Liberty Utilities (Midstates Natural Gas) Corp. currently on file with and approved by the Commission.

DATE OF ISSUE: September 14, 2020  
month day year

DATE EFFECTIVE: October 16, 2020  
month day year

ISSUED BY: Sheri Richard  
name of officer

Director, Rates and Regulatory Affairs **FILED** Joplin, MO  
title address

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

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

MISSOURI PUBLIC SERVICE COMMISSION GAS TARIFF  
OF  
LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.  
d/b/a LIBERTY UTILITIES or LIBERTY

October 16, 2020

DATE OF ISSUE: August 17, 2020  
month day year

DATE EFFECTIVE: ~~September 16, 2020~~  
month day year

ISSUED BY: Sheri Richard  
name of officer

Director, Rates and Regulatory Affairs **FILED** Joplin, MO  
title address

Missouri Public Service Commission  
GN-2021-0041; YG-2021-0025

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

**FOR – All Areas**

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TARIFF VOLUME

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DATE OF ISSUE: June 1, 2026  
month day year

DATE EFFECTIVE: July 1, 2026  
month day year

ISSUED BY: Charlotte Emery  
name of officer

Senior Director, Rates and Regulatory Affairs Joplin, Mo  
title address

FILED - Missouri Public Service Commission - 07/01/2026 - JG-2026-0155

Cancelling P.S.C. MO. No. 1

{Revised}

{Original} SHEET NO.

{Revised}

FOR – All Areas

**Atmos Energy Corporation**

Name of Issuing Corporation

Community, Town or City

**MUNICIPALITIES SERVED**

MASTER LIST AND INDEX

<u>Municipality</u>	<u>County</u>	<u>Rate Schedule Area</u>
Adrian	Bates	West
Alexandria	Clark	Northeast
Amoret	Bates	West
Appleton City	St. Clair	West
Arbela	Scotland	Northeast
Arbyrd	Dunklin	Southeast
Arcadia	Iron	Southeast
Archie	Cass	West
Ashton	Clark	Northeast
Benton	Scott	Southeast
Bowling Green	Pike	Northeast
Butler	Bates	West
Campbell	Dunklin	Southeast
Canton	Lewis	Northeast
Cardwell	Dunklin	Southeast
Caruthersville	Pemiscot	Southeast
Chaffee	Scott	Southeast
Charleston	Mississippi	Southeast
Clarkton	Dunklin	Southeast
Cooter	Pemiscot	Southeast
Doniphan	Ripley	Southeast
East Prairie	Mississippi	Southeast
Edina	Knox	Northeast
Ewing	Lewis	Northeast
Gideon	New Madrid	Southeast
Gordonville	Cape Girardeau	Southeast
Granger	Scotland	Northeast
Greentop	Schuyler/Adair	Northeast
Greenville	Wayne	Southeast
Gregory Landing	Clark	Northeast
Hannibal	Marion/Ralls	Northeast
Harrisonville	Cass	West
Hayti	Pemiscot	Southeast
Holcomb	Dunklin	Southeast

DATE OF ISSUE: March 1, 2007  
month day year

DATE EFFECTIVE: April 1, 2007  
month day year

ISSUED BY: Patricia Childers  
name of officer

Vice President-Rates and Regulatory Affairs  
title

Franklin, TN  
address

Cancelling P.S.C. MO. No. 1

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{Original} SHEET NO.

{Revised}

FOR – All Areas

Atmos Energy Corporation

Name of Issuing Corporation

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**MUNICIPALITIES SERVED**

MASTER LIST AND INDEX

<u>Municipality</u>	<u>County</u>	<u>Rate Schedule Area</u>
Holland	Pemiscot	Southeast
Hollywood	Dunklin	Southeast
Hornersville	Dunklin	Southeast
Howardville	New Madrid	Southeast
Hume	Bates	West
Ironton	Iron	Southeast
Jackson	Cape Girardeau	Southeast
Kahoka	Clark	Northeast
Kirksville	Adair	Northeast
Knox City	Knox	Northeast
LaBelle	Lewis	Northeast
LaGrange	Lewis	Northeast
Lancaster	Schuyler	Northeast
LaPlata	Macon	Northeast
Lewistown	Lewis	Northeast
Lilbourn	New Madrid	Southeast
Luray	Clark	Northeast
Malden	Dunklin	Southeast
Marston	New Madrid	Southeast
Matthews	New Madrid	Southeast
Medill	Clark	Northeast
Memphis	Scotland	Northeast
Monticello	Lewis	Northeast
Montrose	Henry	West
Morehouse	New Madrid/ Stoddard	Southeast
Morley	Scott	Southeast
Naylor	Ripley	Southeast
Neelyville	Butler	Southeast
New Madrid	New Madrid	Southeast
North Lilbourn	New Madrid	Southeast
Oak Ridge	Cape Girardeau	Southeast
Oran	Scott	Southeast
Oxly	Ripley	Southeast

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{Revised}

FOR – All Areas

Atmos Energy Corporation

Name of Issuing Corporation

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MUNICIPALITIES SERVED

MASTER LIST AND INDEX

<u>Municipality</u>	<u>County</u>	<u>Rate Schedule Area</u>
Palmyra	Marion	Northeast
Passaic	Bates	West
Piedmont	Wayne	Southeast
Portageville	New Madrid/ Pemiscot	Southeast
Puxico	Stoddard	Southeast
Queen City	Schuyler	Northeast
Quilin	Butler	Southeast
Rich Hill	Bates	West
Senath	Dunklin	Southeast
Sikeston	Scott/New Madrid	Southeast
Steele	Pemiscot	Southeast
Taylor	Marion	Northeast
Virginia	Bates	West
Wardell	Pemiscot	Southeast
Wayland	Clark	Northeast
West Quincy	Marion	Northeast

Listing includes unincorporated areas contiguous to service territory and rural area adjacent to Company's transmission lines.

DATE OF ISSUE: March 1, 2007  
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ISSUED BY: Patricia Childers  
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Cancelling P.S.C. MO. No. 1

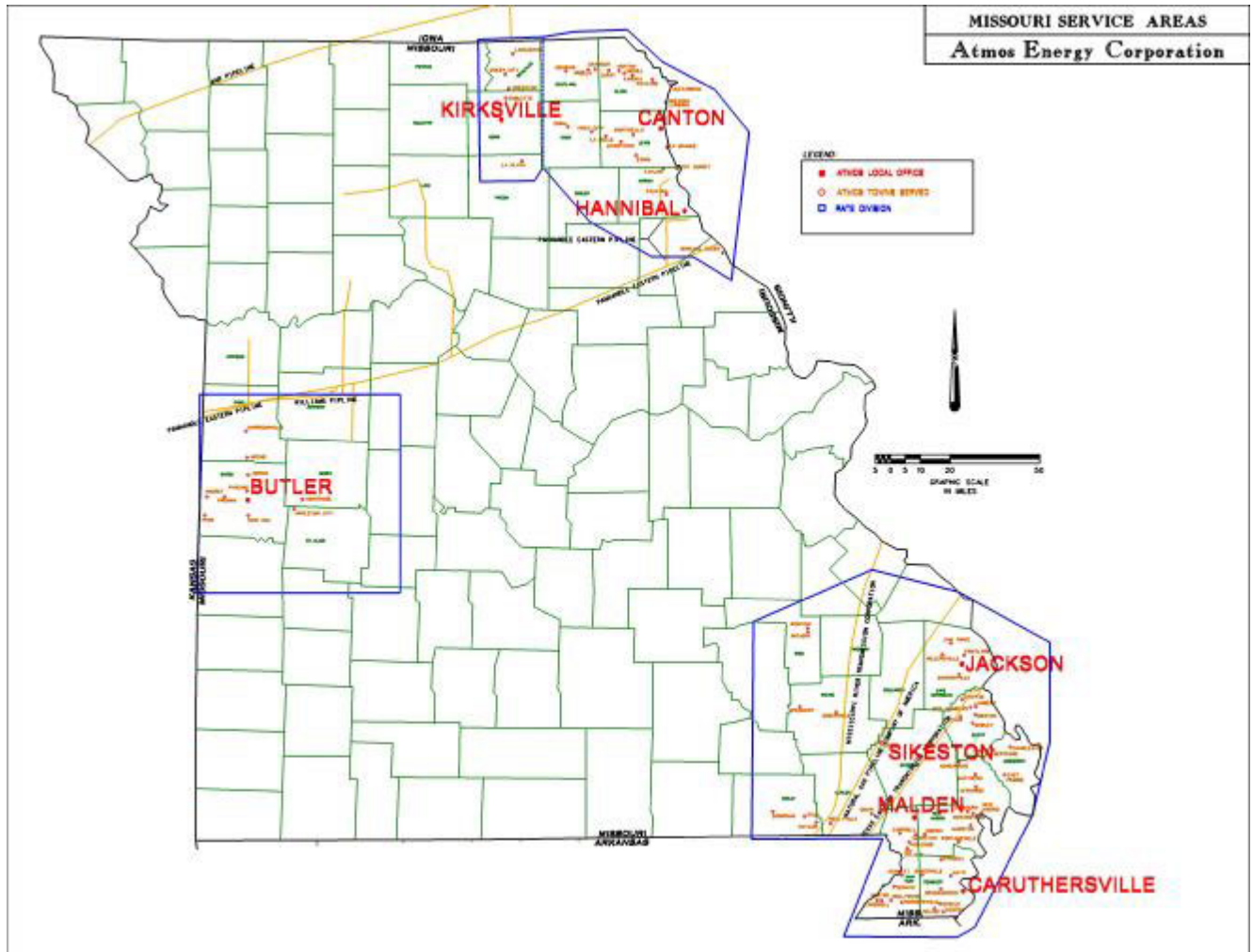
Atmos Energy Corporation

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

MAP OF COMPANY SERVICE AREAS



DATE OF ISSUE: March 1, 2007  
month day year

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ISSUED BY: Patricia Childers  
name of officer

Vice President-Rates and Regulatory Affairs  
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Franklin, TN  
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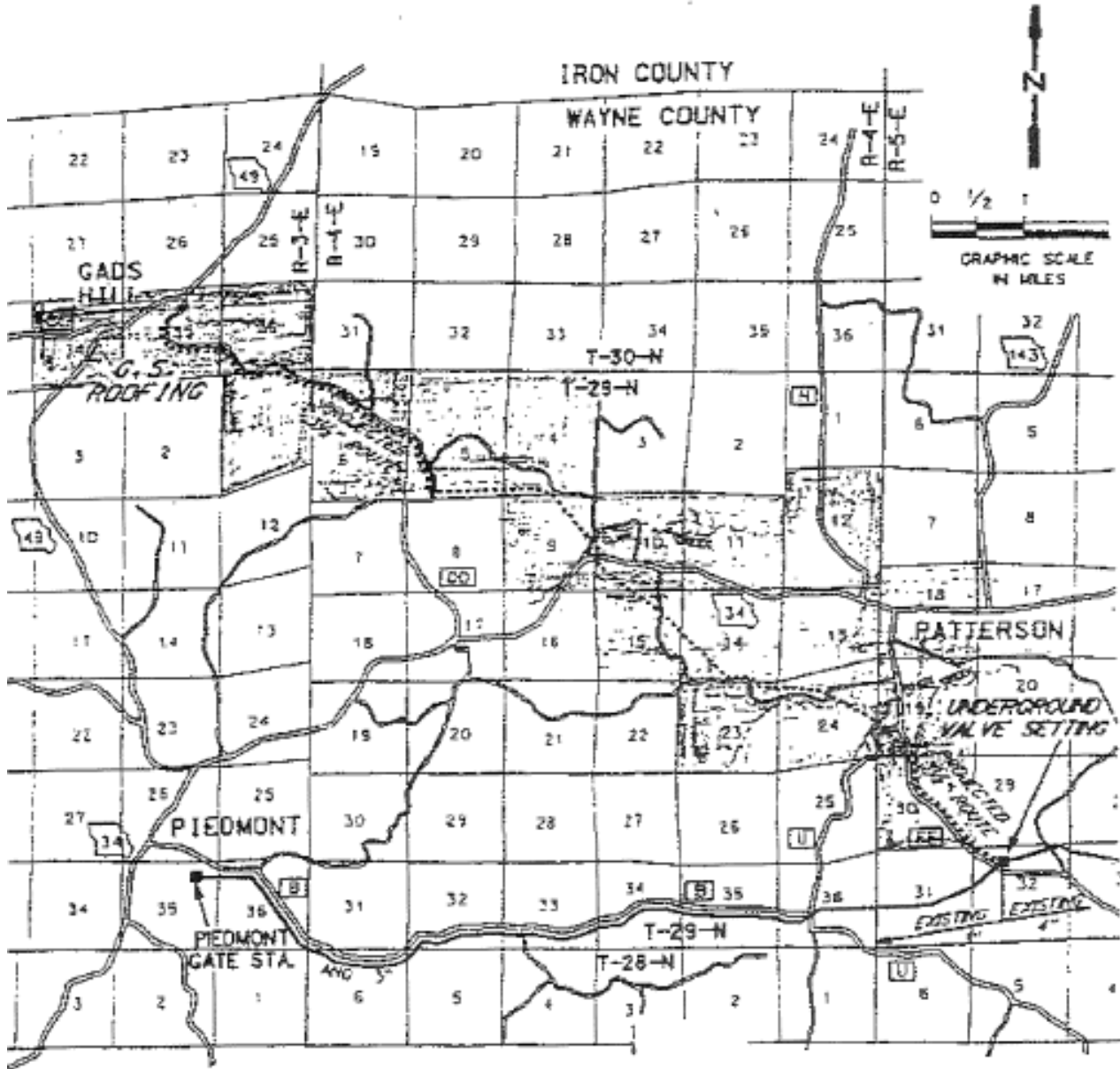
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Atmos Energy Corporation

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CERTIFICATED AREAS – Southeast Missouri Area



DATE OF ISSUE: March 1, 2007  
month day year

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CERTIFICATED AREAS – Southeast Missouri Area (continued)

1. Area in Ripley County, Missouri, certificated in Case No. GA-93-191: All of Sections 2, 3, 8, 9, 10, 11, 16, 17 and 18 in township 23 North, Range 3 East.
2. Area in Wayne County, Missouri, certificated in Case No. GA-97-215: All of Sections 34, 35, and 36 of Township 30 North, Range 3 East; all of Section 1 of Township 29 North, Range 3 East; all of Sections 4, 5, 6, 9, 10, 11, 12, 13, 14, 15, 23 and 24 of Township 29 North, Range 4 East; and all of Sections 17, 18, 19 and 30 of Township 29 North, Range 5 East.

This sheet contains a partial listing of service areas where the Company is certificated. It is not meant to be all-inclusive.

DATE OF ISSUE: March 1, 2007  
month day year

DATE EFFECTIVE: April 1, 2007  
month day year

ISSUED BY: Patricia Childers  
name of officer

Vice President-Rates and Regulatory Affairs  
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Franklin, TN  
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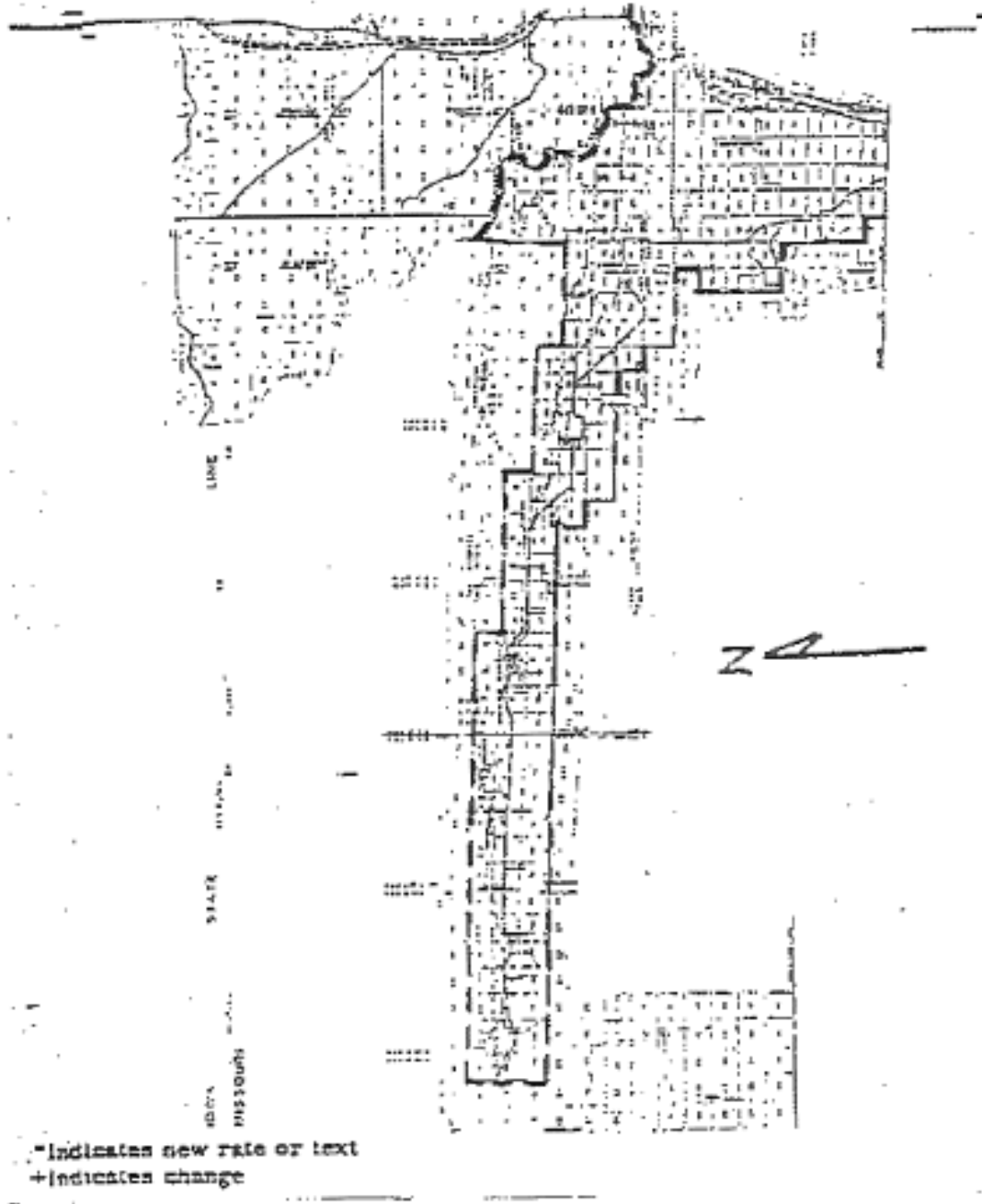
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Atmos Energy Corporation

Name of Issuing Corporation

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CERTIFICATED AREAS - Canton Area (continued)



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ISSUED BY: Patricia Childers  
name of officer

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Franklin, TN  
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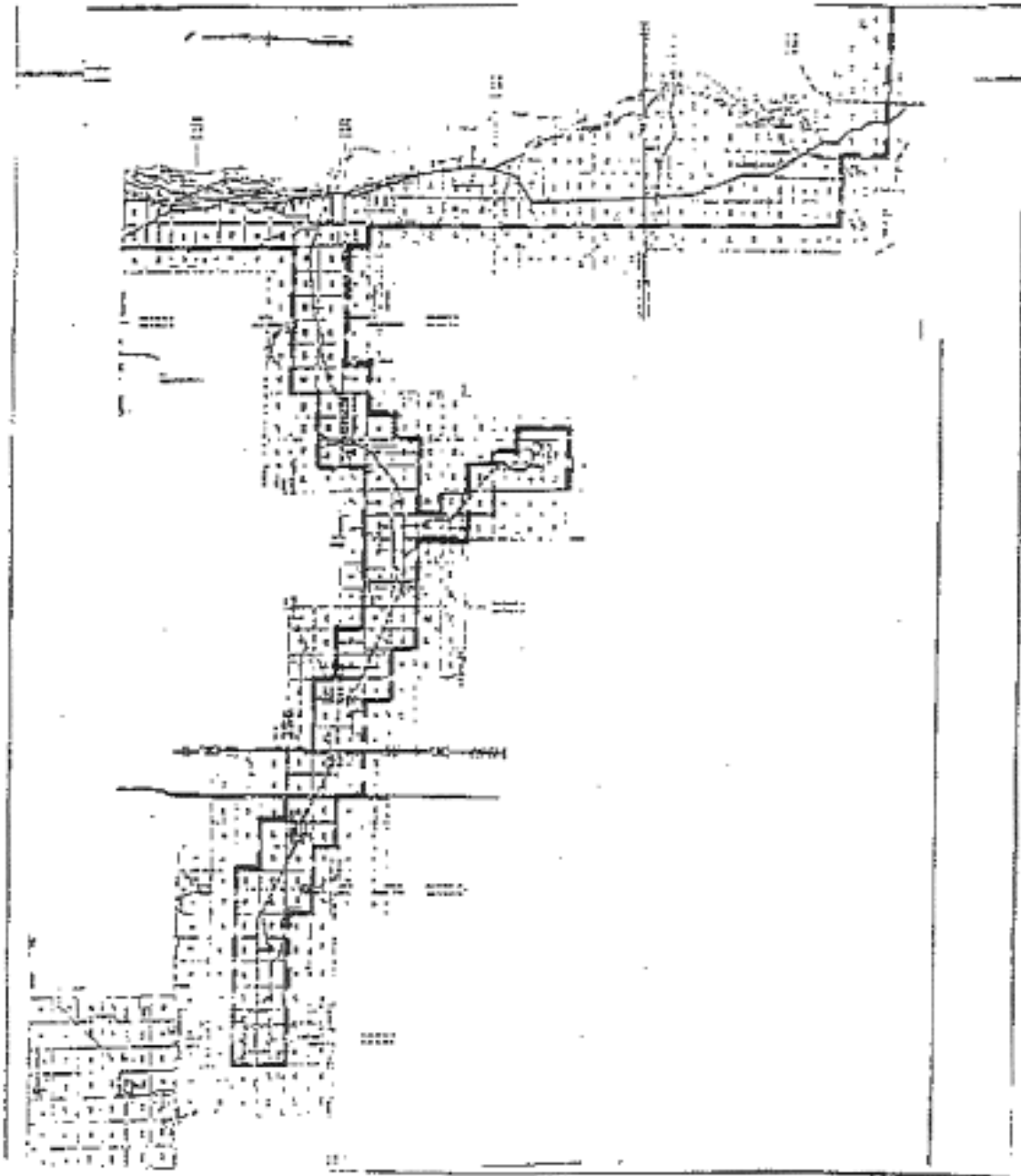
FOR – All Areas

Atmos Energy Corporation

Name of Issuing Corporation

Community, Town or City

CERTIFICATED AREAS – Canton Area (continued)



DATE OF ISSUE: March 1, 2007  
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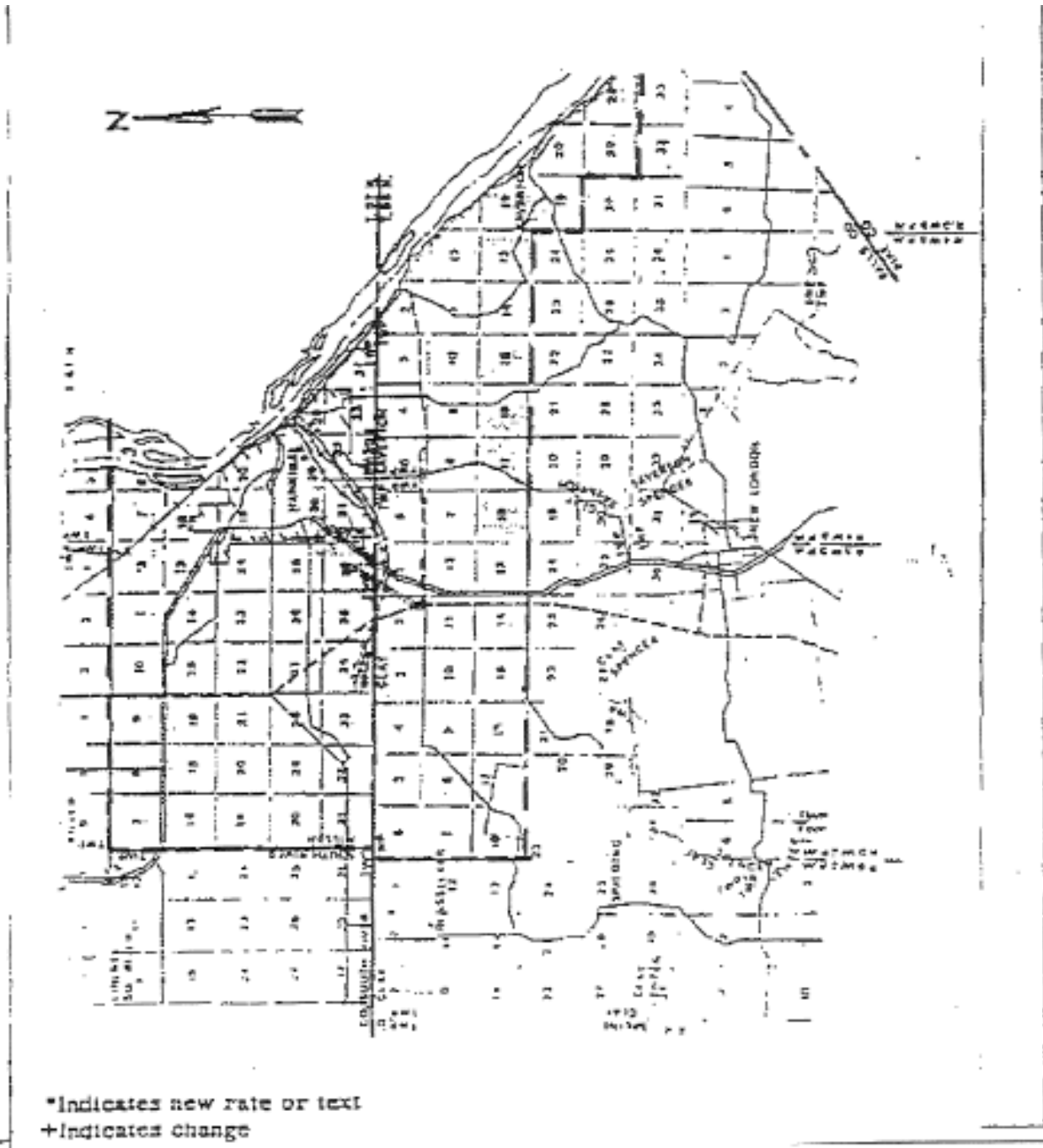
Atmos Energy Corporation

FOR - All Areas

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CERTIFICATED AREAS - Hannibal Area (continued)



DATE OF ISSUE: March 1, 2007  
month day year

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ISSUED BY: Patricia Childers  
name of officer

Vice President-Rates and Regulatory Affairs  
title

Franklin, TN  
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FOR – All Areas

Atmos Energy Corporation

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CERTIFICATED AREAS – Hannibal Area (continued)

METES AND BOUNDS DESCRIPTION OF THE AREA SURROUNDING HANNIBAL, MISSOURI

Beginning at the Mississippi River and the South line of Section 5, Township 57 North, Range 4 West of the Fifth Principal Meridian and extending Westerly along the South line of said Section 5 and the South line of Section 6, in said Township 57 North, Range 4 West of the Fifth Principal Meridian and extending Westerly along the South lines of Sections 1, 2, 3, 4, 5 and 6, Township 57 North, Range 5 West of the Fifth Principal Meridian to the Southwest corner of said Section 6, in said Township 57, North, Range 5 West of the Fifth Principal Meridian; thence Southerly along the West lines of Sections 7, 18, 19, 30 and 31, in said Township 57 North, Range 5 West of the Principal Meridian and extending Southerly along the West lines of Sections 6, 7 and 18, Township 56 North, Range 5 West of the Fifth Principal Meridian to the Southwest corner of said Section 18, in said Township 56 North, Range 5 West of the Fifth Principal Meridian; thence Easterly along the South lines of Sections 18, 17, 16, 15, 14 and 13, in said Township 56 North, Range 5 West of the Fifth Principal Meridian and extending Easterly along the South lines of Sections 18, 17, 16, 15, 14 and 13, Township 56 North, Range 4 West of the Fifth Principal Meridian to the Southeast corner of said Section 13, in said Township 56 North, Range 4 West of the Fifth Principal Meridian ; thence Southerly along the West line of Section 19, Township 56 North, Range 3 West of the Fifth Principal Meridian to the Southwest corner of said Section 19, in said Township 56 North, Range 3 West of the Fifth Principal Meridian; thence Easterly along South line of said Section 19, in said Township 56 North, Range 3 West of the of the Fifth Principal Meridian to the Southeast corner of said Section 19, in said Township 56 North, Range 3 West of the Fifth Principal Meridian; thence Southerly along the West line of Section 29, in said Township 56 North, Range 3 West of the Fifth Principal Meridian to the Southwest corner of said Section 29, in said Township 56 North, Range 3 West of the Fifth Principal Meridian; thence Easterly along the South line of said Section 29 and the South lines of Sections 28 and 27, in said Township 56 North, Range 3 West of the Fifth Principal Meridian to the Mississippi River; thence Northerly along the Mississippi River to the point of beginning. The aforementioned description includes Certificated Area granted in Case No. 16,757. Boundary of Area consists of parts of Marion and Ralls Counties, Missouri.

DATE OF ISSUE: March 1, 2007 month day year

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ISSUED BY: Patricia Childers name of officer

Vice President-Rates and Regulatory Affairs title

Franklin, TN address

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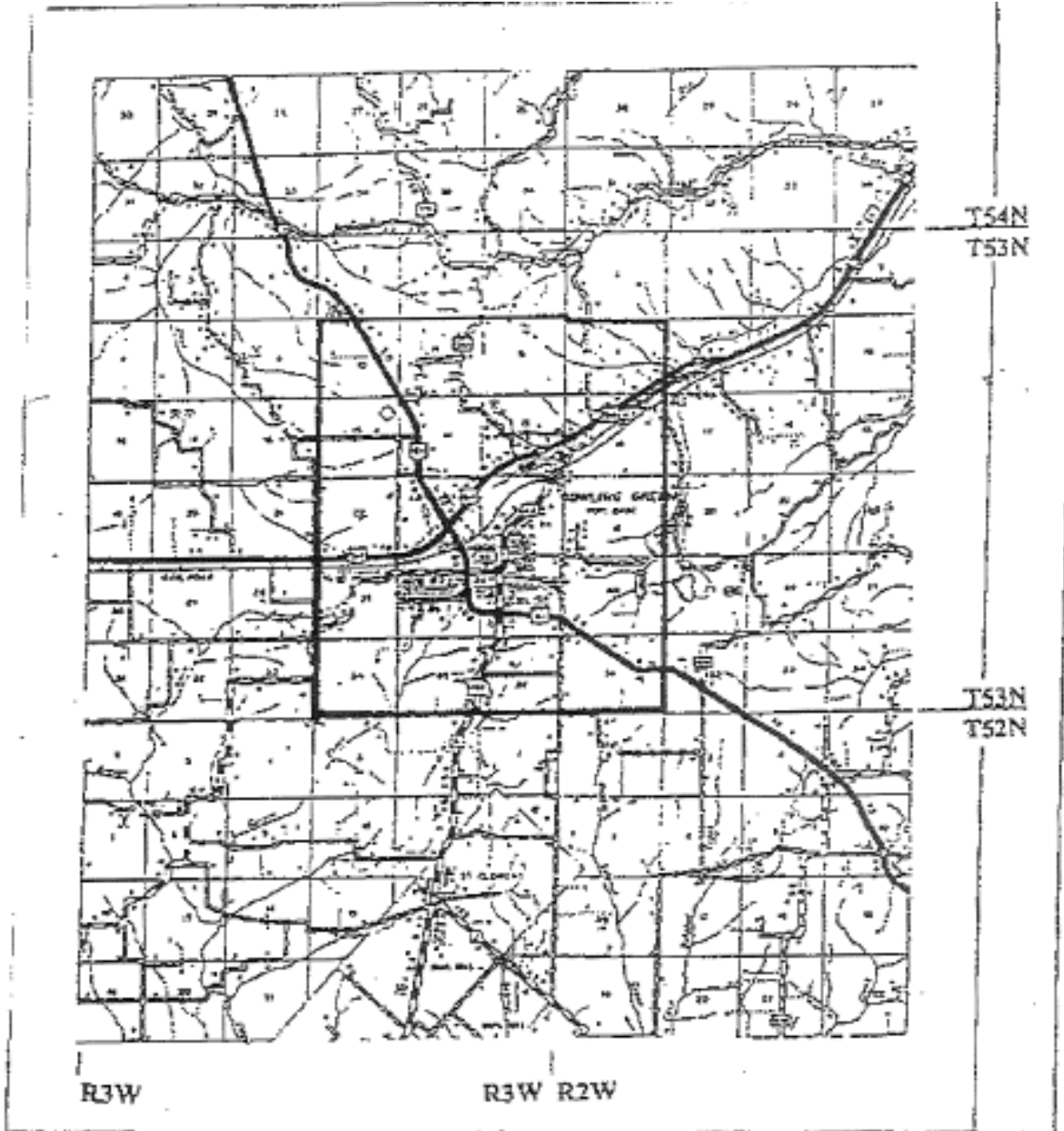
FOR - All Areas

Atmos Energy Corporation

Name of Issuing Corporation

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CERTIFICATED AREAS - Bowling Green Area (continued)



DATE OF ISSUE: March 1, 2007  
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month day year

ISSUED BY: Patricia Childers  
name of officer

Vice President-Rates and Regulatory Affairs  
title

Franklin, TN  
address

Atmos Energy Corporation

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CERTIFICATED AREAS – Bowling Green Area (continued)

Beginning at the Northwest corner of Section 10, T-53-N, in Pike County, Cuivre Township, Missouri, thence Easterly along the North line of said Section 10 and the North lines of Sections 11 and 12, T-53-N, R-3-W, and the North line of Section 7, T-53-N, R-2-W, to the Northeast corner of said Section 7; thence Southerly along the East line of said Section 7 and the East lines of Sections 18, 19, 30 and 31, T-53-N, R-2-W, to the Southeast corner of said Section 31; thence Westerly along the South line of said Section 31 and the South lines of Sections 36, 35, and 34, T-53-N, R-3-W, to the Southwest corner of said Section 34; thence Northerly along the West line of said Section 34 and the West line of Sections 27, 22, 15 and 10, T-53-N, R-3-W, all in Pike County, Cuivre Township, Missouri

DATE OF ISSUE: March 1, 2007  
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ISSUED BY: Patricia Childers  
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Vice President-Rates and Regulatory Affairs  
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Franklin, TN  
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FORM NO. 13 P.S.C. MO. No. 2

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{Revised}

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Atmos Energy Corporation

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

RESERVED FOR FUTURE USE

DATE OF ISSUE: March 1, 2007  
month day year

DATE EFFECTIVE: April 1, 2007  
month day year

ISSUED BY: Patricia Childers  
name of officer

Vice President-Rates and Regulatory Affairs  
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Franklin, TN  
address

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FOR – All Areas

Atmos Energy Corporation

Name of Issuing Corporation

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RESERVED FOR FUTURE USE

DATE OF ISSUE: March 1, 2007  
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DATE EFFECTIVE: April 1, 2007  
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ISSUED BY: Patricia Childers  
name of officer

Vice President-Rates and Regulatory Affairs  
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Franklin, TN  
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Cancelling P.S.C. MO. No. 1

Atmos Energy Corporation

Name of Issuing Corporation

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RESERVED FOR FUTURE USE

DATE OF ISSUE: March 1, 2007  
month day year

DATE EFFECTIVE: April 1, 2007  
month day year

ISSUED BY: Patricia Childers  
name of officer

Vice President-Rates and Regulatory Affairs  
title

Franklin, TN  
address

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

FOR – All Areas

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Pursuant to the *Order Granting Variances*, effective October 9, 2023, in Missouri Public Service Commission (“MPSC”) Case No. GE-2024-0046, the below MPSC rule provisions are not applicable to the Company for the months of October and November of 2023.

20 CSR 4240-13.015(1)(C): Billing period means a normal usage period of not less than twenty-six (26) nor more than thirty-five (35) days for a monthly billed customer nor more than one hundred (100) days for a quarterly billed customer, except for initial, corrected, or final bills.

20 CSR 4240-13.020(6): A utility may bill its customers on a cyclical basis if the individual customer receives each billing on or about the same day of each billing period. If a utility changes a meter route or schedule which results in a change of nine (9) days or more of a billing cycle, notice shall be given to the affected customer at least fifteen (15) days prior to the date the customer receives a bill based on the new cycle.

Additionally, for a period of 90 days beginning October 9, 2023, Liberty will: (1) waive new late payment fees; (2) waive the \$15 charge for dishonored checks provided for in tariff sheet P.S.C. MO No. 2, 1st Revised Sheet No. 20, for failed auto pay withdrawals; (3) will reimburse customers for overdraft charges incurred related to autopay payments made through a financial institution that the customer would not have incurred but for the change in bill date; and (4) will reimburse customers for an over-the-limit fee imposed related to autopay payments made by credit card that the customer would not have incurred but for the change in bill date.

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DATE OF ISSUE: October 6, 2023  
month day year

DATE EFFECTIVE: October 26, 2023  
~~November 5, 2023~~  
month day year

ISSUED BY: Matthew DeCoursey  
name of officer

Vice President, Rates & Regulatory Strategy  
title

Joplin, MO  
address

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

FOR – All Areas

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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

DATE OF ISSUE: November 20, 2024  
month day year

DATE EFFECTIVE: January 8, 2025  
month day year

ISSUED BY: Charlotte Emery  
name of officer

Sr. Director, Rates and Regulatory Affairs  
title

Joplin, Mo  
address

FILED - Missouri Public Service Commission - 01/08/2025 - GR-2024-0106 - JG-2025-0075

Canceling P.S.C. MO. No. 2

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

FOR – All Areas

Name of Issuing Corporation

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UTILITY RELATED CHARGES

All Service Areas

Check tendered to the Company which is dishonored for reasons other than bank error	\$15.00
Connection Charge requiring a meter to be turned on, if made during normal business hours (8:00 a.m. to 5:00 p.m. Monday through Friday, except for holidays)	\$24.00
Connection Charge at Customer’s request outside normal business hours	\$50.00
Reconnection, not requiring a meter to be turned on, if made during normal business hours (8:00 a.m. to 5:00 p.m. Monday through Friday, except for holidays)	\$24.00
Reconnection, not requiring a meter to be turned on, at Customer’s request outside normal business hours	\$50.00
Transfer of Service, not requiring meter to be turned on, if made during normal business hours (8:00 a.m. to 5:00 p.m. Monday through Friday, except for holidays).	\$20.00
Transfer of Service, not requiring meter to be turned on, at Customer’s request outside normal business hours	\$47.00
Disconnection – only if curb cut-off required	\$100.00
Delinquent bill if paid after employee dispatched to disconnect account	\$10.00
Meter test at Customer’s request if test is within 2% accurate and meter has been tested in last twelve months	\$75.00

DATE OF ISSUE: December 5, 2014  
month day year

DATE EFFECTIVE: January 4, 2015  
month day year

ISSUED BY: Christopher D. Krygier  
name of officer

Director, Regulatory & Govt. Affairs  
title

Jackson, MO  
address

FILED  
Missouri Public  
Service Commission  
GR-2014-0152, YG-2015-0216

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

FOR – All Areas

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UTILITY RELATED CHARGES (Continued)

	<u>All Service Areas</u>
Excess flow valves – installation	\$1,500
Interest rate to be paid on Customer’s Deposits	“Interest on deposits shall be paid on a per annum rate equal to the prime bank lending rate plus one percentage point as published in The Wall Street Journal for the last business day of the preceding calendar year, compounded annually”
Non-Standard Meter Initial Setup Charge (Per Meter)	\$125
Non-Standard Meter Charge (Per Meter)	\$15 monthly
For customers who elect a non-standard meter and elect to self-read, the Company may assess the following interest rate on unpaid amounts resulting from failure to report usage or inaccurate reporting.	5%

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DATE OF ISSUE: June 1, 2026  
month day year

DATE EFFECTIVE: July 1, 2026  
month day year

ISSUED BY: Charlotte Emery  
name of officer

Senior Director, Rates & Regulatory Affairs  
title

Joplin, MO  
address

Liberty Utilities (Midstates Natural Gas) Corp.  
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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:

1. 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.
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.
5. 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.

DATE OF ISSUE: November 20, 2024  
month day year

DATE EFFECTIVE: January 8, 2025  
month day year

ISSUED BY: Charlotte Emery  
name of officer

Sr. Director, Rates and Regulatory Affairs  
title

Joplin, Mo  
address

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

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

**RESIDENTIAL FIRM SERVICE (CONT'D)**

RECONNECT CHARGE:

This schedule is a continuous service schedule. If service is disconnected and thereafter restored at the same location for the same occupant within a seven (7) month period following the date of the service disconnection, a reconnection charge will become due and payable when service is restored. The charge, as outlined on Sheet Number 20, is \$24.00. If the reconnection is required outside normal working hours, an additional charge of \$26.00 will be levied to cover overtime costs.

TERMS OF PAYMENT:

The Customers' monthly bills will be computed at the approved rates plus any applicable adjustments and will be considered delinquent if not paid within 21 days after the rendition of the bill. The Company shall add to any delinquent unpaid bill a sum equal to one and one half percent (1 ½ %) 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. This late payment charge may not apply in certain circumstances where it is restricted by lawful statute or regulation. An unpaid bill shall be any undisputed amount that remains owing to the Company at the time of rendition of the next bill. Failure to pay the late payment charge is grounds for discontinuance of service.

RULES AND REGULATIONS:

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

DATE OF ISSUE: December 5, 2014  
month day year

DATE EFFECTIVE: January 4, 2015  
month day year

ISSUED BY: Christopher D. Krygier  
name of officer

Director, Regulatory & Govt. Affairs  
title

Jackson, MO  
address

**FILED**  
Missouri Public  
Service Commission  
GR-2014-0152, YG-2015-0216



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

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

**SMALL FIRM GENERAL SERVICE (CONT'D)**

RECONNECT CHARGE:

This schedule is a continuous service schedule. If service is disconnected and thereafter restored at the same location for the same occupant within a seven (7) month period following the date of the service disconnection, a reconnection charge will become due and payable when service is restored. The charge, as outlined on Sheet Number 20, is \$24.00. If the reconnection is required outside normal working hours, an additional charge of \$26.00 will be levied to cover overtime costs.

TERMS OF PAYMENT:

The Customers' monthly bills will be computed at the approved rates plus any applicable adjustments and will be considered delinquent if not paid within 14 days after the rendition of the bill. The Company shall add to any delinquent unpaid bill a sum equal to one and one half percent (1 ½ %) 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. This late payment charge may not apply in certain circumstances where it is restricted by lawful statute or regulation. An unpaid bill shall be any undisputed amount that remains owing to the Company at the time of rendition of the next bill. Failure to pay the late payment charge is grounds for discontinuance of service.

RULES AND REGULATIONS:

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

DATE OF ISSUE: December 5, 2014  
month day year

DATE EFFECTIVE: January 4, 2015  
month day year

ISSUED BY: Christopher D. Krygier  
name of officer

Director, Regulatory & Govt. Affairs  
title

Jackson, MO  
address

**FILED**  
Missouri Public  
Service Commission  
GR-2014-0152, YG-2015-0216

Liberty Utilities (Midstates Natural Gas) Corp.

d/b/a Liberty Utilities

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

## 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:

- 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.
- 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.

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

Cancelling P.S.C. MO. No. 1

{Revised}

{Original} SHEET NO.

{Revised}

FOR – All Areas

Atmos Energy Corporation

Name of Issuing Corporation

Community, Town or City

MEDIUM FIRM GENERAL SERVICE (CONT'D)

RECONNECT CHARGE:

This schedule is a continuous service schedule. If service is disconnected and thereafter restored at the same location for the same occupant within a seven (7) month period following the date of the service disconnection, a reconnection charge will become due and payable when service is restored. The charge, as outlined on Sheet Number 20, is \$24.00. If the reconnection is required outside normal working hours, an additional charge of \$26.00 will be levied to cover overtime costs.

TERMS OF PAYMENT:

The Customers' monthly bills will be computed at the approved rates plus any applicable adjustments and will be considered delinquent if not paid within 14 days after the rendition of the bill. 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. This late payment charge may not apply in certain circumstances where it is restricted by lawful statute or regulation. An unpaid bill shall be any undisputed amount that remains owing to the Company at the time of rendition of the next bill. Failure to pay the late payment charge is grounds for discontinuance of service.

RULES AND REGULATIONS:

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

DATE OF ISSUE: March 1, 2007
month day year

DATE EFFECTIVE: April 1, 2007
month day year

ISSUED BY: Patricia Childers
name of officer

Vice President-Rates and Regulatory Affairs
title

Franklin, TN
address

Liberty Utilities (Midstates Natural Gas) Corp.

d/b/a Liberty Utilities

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

## 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.

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

Cancelling P.S.C. MO. No. 1

Atmos Energy Corporation

FOR – ALL Areas

Name of Issuing Corporation

Community, Town or City

LARGE FIRM GENERAL SERVICE (CONT'D)

4. Unauthorized Use Charges: All metered volumes of natural gas taken by a sales 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:

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

All intrastate and interstate pipeline penalties and other charges shall be attributed and assigned to Unauthorized Use by specific sales Customer.

All "Unauthorized Use Charges" revenues billed Customers will be considered as gas cost recovery and will be used in the development of the Actual Cost Adjustment (ACA) factor of the Company's Purchased Gas Adjustment (PGA) Clause.

RECONNECT CHARGE:

This schedule is a continuous service schedule. If service is disconnected and thereafter restored at the same location for the same occupant within a twelve (12) month period following the date of the service disconnection, a reconnection charge will become due and payable when service is restored. The charge, as outlined on Sheet Number 20, is \$24.00. If the reconnection is required outside normal working hours, an additional charge of \$26.00 will be levied to cover overtime costs.

TERMS OF PAYMENT:

The Customer's monthly bills will be computed at the approved rates plus any applicable adjustments and will be considered delinquent if not paid within 14 days after rendition of the bill. Unless otherwise required by law or other regulation, 1.5% will be added to the outstanding balance of all bills not paid by the delinquent date. The late payment charge will not be applied to amounts being collected through a pre-arranged payment agreement with the Company that is kept up to date.

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.

DATE OF ISSUE: March 1, 2007
month day year

DATE EFFECTIVE: April 1, 2007
month day year

ISSUED BY: Patricia Childers
name of officer

Vice President-Rates and Regulatory Affairs
title

Franklin, TN
address

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

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

**INTERRUPTIBLE LARGE VOLUME GAS SERVICE**

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.

DATE OF ISSUE: November 20, 2024  
month day year

DATE EFFECTIVE: January 8, 2025  
month day year

ISSUED BY: Charlotte Emery  
name of officer

Sr. Director, Rates and Regulatory Affairs  
title

Joplin, Mo  
address

FILED - Missouri Public Service Commission - 01/08/2025 - GR-2024-0106 - JG-2025-0075

Atmos Energy Corporation

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

INTERRUPTIBLE LARGE VOLUME SERVICE (CONT'D)

RATE ADJUSTMENTS:

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

TERM OF SERVICE:

Customers shall be served under this service hereunder for a term of not less than one year. Service under this tariff may be terminated by either party following at least six months written notice to either party.

RECONNECT CHARGE:

This schedule is a continuous service schedule. If service is disconnected and thereafter restored at the same location for the same occupant within a twelve (12) month period following the date of the service disconnection, a reconnection charge will become due and payable when service is restored. The charge, as outlined on Sheet Number 20, is \$24.00. If the reconnection is required outside normal working hours, an additional charge of \$26.00 will be levied to cover overtime costs.

TERMS OF PAYMENT:

The Customer's monthly bills will be computed at the approved rates plus any applicable adjustments and will be considered delinquent if not paid within 14 days after rendition of the bill. Unless otherwise required by law or other regulation, 1.5% will be added to the outstanding balance of all bills not paid by the delinquent date. The late payment charge will not be applied to amounts being collected through a pre-arranged payment agreement with the Company that is kept up to date.

should be Effective November 4, 2008

DATE OF ISSUE: October 27, 2008  
month day year

DATE EFFECTIVE: ~~November 26, 2008~~  
month day year

ISSUED BY: Mark Martin Vice President-Rates and Regulatory Affairs  
name of officer title

Owensboro, KY  
address

Cancelling P.S.C. MO. No. 1

Atmos Energy Corporation

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

INTERRUPTIBLE LARGE VOLUME SERVICE (CONT'D)

INTERFERING EQUIPMENT

Whenever any of the Customer's utilization equipment, such as compressors and furnaces, has characteristics which will cause interference with service to any other Customer or interfere with proper metering, suitable facilities shall be provided at the Customer's expense to preclude such interference.

INTERRUPTION PROCEDURES:

Notice of interruption of service hereunder shall be given by the Company by telephone or otherwise not less than one-half (1/2) hours from the time of interruption. Upon receipt of such notice, the Customer shall immediately proceed to discontinue the use of service at the time and to the extent of the notice. The Company shall notify the Customer by telephone or otherwise when service hereunder is to be restored and the Customer shall not resume service until such time as stated in the restoration notice. Company personnel shall read the Customer meters at the beginning and the end of each interruption period for the determination of the non-compliance with required interruptions and for the purpose of billing the following penalties.

OVER RUN PENALTY:

Volumes of gas taken at any time in excess of the amount specified by the Company in the interruption notice as being available to Customer shall constitute overrun gas. If the Customer causes the Company to incur pipeline supplier penalties, those penalties will be assessed to the Customer causing such overrun penalties. Penalty of \$2.50 per Ccf OR 150% of the highest cost of gas purchased by the Company, for supplying the district in which the Customer receives service of such overrun volumes shall be paid by Customer in addition to all other charges payable hereunder. After the third instance within three years of a Customer taking overrun gas, neither interruptible service and transportation service shall be available to the Customer, and the Customer shall be automatically transferred to a firm rate schedule. The Company shall have the right to waive any portion of the overrun penalties, excluding overrun penalties assessed to the Company by the pipeline supplier, on a non-discriminatory basis for good cause. An example of good cause in this instance would be an emergency situation where the Customer cannot immediately comply with the curtailment directed by the Company through no intentional act by the Customer.

DATE OF ISSUE: March 1, 2007  
month day year

DATE EFFECTIVE: April 1, 2007  
month day year

ISSUED BY: Patricia Childers  
name of officer

Vice President-Rates and Regulatory Affairs  
title

Franklin, TN  
address

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

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

INTERRUPTIBLE LARGE VOLUME GAS SERVICE (CONT'D)

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.

FILED - Missouri Public Service Commission - 01/08/2025 - GR-2024-0106 - JG-2025-0075

DATE OF ISSUE: November 20, 2024  
month day year

DATE EFFECTIVE: January 8, 2025  
month day year

ISSUED BY: Charlotte Emery  
name of officer

Sr. Director, Rates and Regulatory Affairs  
title

Joplin, Mo  
address

Cancelling P.S.C. MO. No. 1

Atmos Energy Corporation

Name of Issuing Corporation

Community, Town or City

NEGOTIATED GAS SALES SERVICE

AVAILABILITY:

Service under this rate schedule is available to those Customers who qualify for service under the LARGE FIRM GENERAL SERVICE, INTERRUPTIBLE LARGE VOLUME GAS SERVICE, or TRANSPORTATION SERVICE tariff sheets and who have entered into a written contract with the Company under this rate schedule in order to retain an alternate fuel Customer. The Company will create and retain for use in future rate proceedings a rate lower than the tariff rate. For ratemaking purposes the Company shall have the burden to prove that the negotiated flexed rate was prudent.

NEGOTIATED GAS SERVICE RATES:

The Company will charge the Customer qualifying for this schedule the LARGE FIRM GENERAL SERVICE, INTERRUPTIBLE LARGE VOLUME GAS SERVICE, or TRANSPORTATION SERVICE rates pursuant to the following:

The only portion of the LARGE FIRM GENERAL SERVICE, INTERRUPTIBLE LARGE VOLUME GAS SERVICE, or TRANSPORTATION SERVICE rates that may be flexed is the term identified as "Distribution Commodity Rate" on the respective tariff sheets. The Company may not flex the "Delivery Charge", "Purchased Gas Adjustment factors" or other tariff provisions pursuant to this schedule.

The Customer shall supply supporting documents to the Company certifying that the cost of available alternative supply is less than the LARGE FIRM GENERAL SERVICE, INTERRUPTIBLE LARGE VOLUME GAS SERVICE, or TRANSPORTATION SERVICE rates for contracts of one year or more.

The Company will not contract for a rate that exceeds the rate stated on the applicable rate schedule. The minimum level the Company may flex the "Distribution Commodity Rate", as limited above, is to \$0.0035 per Ccf.

All other rates listed on the LARGE FIRM GENERAL SERVICE, INTERRUPTIBLE LARGE VOLUME GAS SERVICE, or TRANSPORTATION SERVICE tariff sheets will be charged in full and are not to be flexed pursuant to this tariff sheet. An exception shall apply to negotiated rates in effect prior to April 1, 2006.

MINIMUM BILL:

The minimum bill shall be the LARGE FIRM GENERAL SERVICE, INTERRUPTIBLE LARGE VOLUME GAS SERVICE, or TRANSPORTATION SERVICE Delivery Charge and applicable taxes.

DATE OF ISSUE: March 1, 2007
month day year

DATE EFFECTIVE: April 1, 2007
month day year

ISSUED BY: Patricia Childers
name of officer

Vice President-Rates and Regulatory Affairs
title

Franklin, TN
address

Cancelling P.S.C. MO. No. 1

Atmos Energy Corporation

Name of Issuing Corporation

Community, Town or City

NEGOTIATED GAS SALES SERVICE (CONT'D)

TERM OF CONTRACT:

The Company may not enter into a contract for service hereunder for a term of greater than three (3) years.

RECONNECT CHARGE:

This schedule is a continuous service schedule. If service is disconnected and thereafter restored at the same location for the same occupant within a twelve (12) month period following the date of the service disconnection, a reconnection charge will become due and payable when service is restored. The charge, as outlined on Sheet Number 20, is \$30.00. If the reconnection is required outside normal working hours, an additional charge of \$25.00 will be levied to cover overtime costs.

TERMS OF PAYMENT:

The Customer's monthly bills will be computed at the approved rates plus any applicable adjustments and will be considered delinquent if not paid within 14 days after rendition of the bill. Unless otherwise required by law or other regulation, 1.5% will be added to the outstanding balance of all bills not paid by the delinquent date. The late payment charge will not be applied to amounts being collected through a pre-arranged payment agreement with the Company that is kept up to date.

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.

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.

DATE OF ISSUE: March 1, 2007
month day year

DATE EFFECTIVE: April 1, 2007
month day year

ISSUED BY: Patricia Childers
name of officer

Vice President-Rates and Regulatory Affairs
title

Franklin, TN
address

Cancelling P.S.C. MO. No. 1

Atmos Energy Corporation

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

ECONOMIC DEVELOPMENT GAS SERVICE

AVAILABILITY

Service under this Schedule is available to customers engaged in the manufacturing process at discounted or incentive rates. To be eligible for service under this schedule certain conditions must be met by the customer. Existing customers served under another rate schedule to be eligible for service under this rate schedule must contract for sufficient natural gas demand to produce an increase in consumption of 135,000 Ccf annually. New customers served under this rate schedule to be eligible must contract for at least 270,000 Ccf annually.

This Schedule is intended to allow the Company to offer incentive or discount type rates designed to enhance the Company's system utilization while encouraging industrial development within the Company's service areas.

SPECIAL TERMS AND CONDITIONS

A contract shall be executed by the customer for a minimum of 4 years. The contract shall specify the customer's natural gas requirements.

To receive service under this rate schedule, the customer's written application to the Company shall include sufficient information to permit the Company to determine the customer's eligibility.

Qualifying consumption shall result from an increase in business activity and not merely from the resumption of normal operations following a period of abnormal operating conditions. If in the Company's opinion an abnormal operating period has occurred as a result of strike, equipment failure, or any other abnormal condition during the twelve (12) month period prior to the date of the application by the customer for service under this rate schedule, the Company shall adjust the customer's consumption to eliminate any abnormal condition. The Company through use of historical data shall determine "Base Load" for existing customers. Volumes and their associated Billing Demand used in excess of "Base Load" shall be considered "Qualifying Consumption" and eligible under this Schedule. Loads which are or have been served by the Company during all or part of the twelve (12) month period prior to service under this rate schedule, and which are relocated to another metering point within the Company's service area, shall not qualify for this rate schedule.

The existing facilities of the Company must be adequate in the judgment of the Company to supply the new or expanded natural gas requirements. If construction of new or expanded local facilities by the Company is required, the customer may be required to make a Contribution in Aid of Construction for the installed cost of such facilities. The Company will evaluate the customer's request for service and determine the necessity

DATE OF ISSUE: March 1, 2007
month day year

DATE EFFECTIVE: April 1, 2007
month day year

ISSUED BY: Patricia Childers
name of officer

Vice President-Rates and Regulatory Affairs
title

Franklin, TN
address

Cancelling P.S.C. MO. No. 1

Atmos Energy Corporation

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

ECONOMIC DEVELOPMENT GAS SERVICE (CONT'D)

SPECIAL TERMS AND CONDITIONS (CONT'D)

of a contribution for construction of facilities based on the Extension of Service provisions of the General Terms and Conditions of the Company's filed tariff. The Company shall review the Customer's consumption each year to determine whether the Customer has fulfilled their projected usage requirement to remain eligible for service under this rate schedule.

MONTHLY DELIVERY CHARGE AND VOLUMETRIC RATES:

Delivery Charge (per meter) & Distribution Commodity Rate (per Ccf) shall be determined by the appropriate companion sales service tariff that the Customer qualifies (Sheet Nos. 22 through 33). The Minimum Bill is equal to the monthly Delivery Charge on the companion sales tariff sheet plus applicable rate adjustments.

The following adjustment factors will be applied to the "Qualifying Consumption" and based on the rate schedule which would apply to the Customer absent this rate schedule. The customer may elect to begin service under this schedule on the first month or thirteenth month of service with the Company.

<u>Billing Months</u> <u>In Contract Year</u>	<u>Adjustment Factor</u>
1st Through 12th	75.00%
13th Through 24th	75.00%
25th Through 36th	75.00%
37th Through 48th	75.00%
After 48 Months	100.00%

REPORTING REQUIREMENTS:

The Company shall file semiannual reports with the Missouri Public Service Commission within 30 days of the end of each six months. Reports shall include the following:

- (1) Identity of the new customer by account number
- (2) The value of the discount offered
- (3) The volume of gas sold to the customer in the preceding six months

No monthly report is required if the Company had no customers receiving a discount during the relevant period and had no customers which were evaluated for the discount and rejected during the relevant period.

DATE OF ISSUE: March 1, 2007  
month day year

DATE EFFECTIVE: April 1, 2007  
month day year

ISSUED BY: Patricia Childers  
name of officer

Vice President-Rates and Regulatory Affairs  
title

Franklin, TN  
address

Cancelling P.S.C. MO. No. 1

Atmos Energy Corporation

Name of Issuing Corporation

Community, Town or City

ECONOMIC DEVELOPMENT GAS SERVICE (CONT'D)

TERMS OF PAYMENT:

The Customer's monthly bills will be computed at the approved rates plus any applicable adjustments and will be considered delinquent if not paid within 14 days after rendition of the bill. Unless otherwise required by law or other regulation, 1.5% will be added to the outstanding balance of all bills not paid by the delinquent date. The late payment charge will not be applied to amounts being collected through a pre-arranged payment agreement with the Company that is kept up to date.

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.

DATE OF ISSUE: March 1, 2007
month day year

DATE EFFECTIVE: April 1, 2007
month day year

ISSUED BY: Patricia Childers
name of officer

Vice President-Rates and Regulatory Affairs
title

Franklin, TN
address

Cancelling P.S.C. MO. No. 1

Atmos Energy Corporation

Name of Issuing Corporation

Community, Town or City

RESERVED FOR FUTURE USE

DATE OF ISSUE: March 1, 2007  
month day year

DATE EFFECTIVE: April 1, 2007  
month day year

ISSUED BY: Patricia Childers  
name of officer

Vice President-Rates and Regulatory Affairs  
title

Franklin, TN  
address

Cancelling P.S.C. MO. No. 1

Atmos Energy Corporation

Name of Issuing Corporation

Community, Town or City

PURCHASED GAS ADJUSTMENT CLAUSE

I. PGA Filing Requirements and Applicability

The Purchased Gas Adjustment (PGA) Clause applies to all sales and transportation services provided under all natural gas rate schedules and contracts. For purposes of this clause the term "cost of gas" shall include the cost paid to suppliers for the purchase, transportation and storage of gas.

For the purpose of applying this clause, sales service shall be classified as firm or interruptible. Firm service shall consist of service provided under the residential rate schedules, small general service, medium general service, and large general service rate schedules. Interruptible sales service shall be considered all sales service not classified as firm.

As an alternative to proration, the Company may bill its Customers the newly effective rates only when all service being billed is service taken after the effective date of the new rates. As long as any of the service period being billed a Customer contains service taken prior to the period before the new rates are effective, the Company can charge only the old rates.

All PGA factors are subject to review and approval by the Commission. All PGA factors are interim and subject to adjustment as part of the ACA review. Any PGA filing shall not be approved unless it has first been on file with the Commission for a period of ten (10) business days. The PGA factors approved by the Commission shall remain in effect until the next PGA becomes effective hereunder, or until otherwise changed by law or order of the Commission. Each PGA factor filed hereunder shall cancel and supersede the previously effective PGA factors and shall reflect the current purchased gas cost to be effective thenceforth.

All necessary supporting documentation must be provided with the PGA filings, including worksheets showing the calculation of the estimate of the Company's gas costs, volumes purchased for resale, the projected monthly demand levels, supply options, transportation options, storage options, and other miscellaneous charges and revenues that affect the PGA rate calculation. All PGA filings shall be accompanied by detailed work-papers supporting the filing in an electronic format. Sufficient detail should be provided to ascertain the level of hedging that is used to develop the gas supply commodity charge for the PGA factor.

The Company shall file a "Total PGA" factor which shall consist of two parts:

- a) The Regular Purchased Gas Adjustment (RPGA) factor as defined later in Section II; and
- b) The Actual Cost Adjustment ("ACA") factor which results from the corrections made through the Deferred Purchased Gas Cost-Actual Cost Adjustment Accounts, described later in Section III of this clause.

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month day year

DATE EFFECTIVE: April 1, 2007  
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ISSUED BY: Patricia Childers  
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Vice President-Rates and Regulatory Affairs  
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Franklin, TN  
address

Atmos Energy Corporation

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

**PURCHASED GAS ADJUSTMENT CLAUSE (CONT'D)**

At least ten (10) business days before applying filed rates, the Company shall file with the Commission an Adjustment Statement and related information showing:

- a) The computation of the revised purchased gas costs factors as described herein;
- b) A revised Sheet No. 44 setting forth the service classifications of the Company to which the cost changes are to be applied, the net amount per Ccf; expressed to the nearest \$0.00001 to be used in computing Customers' bills, and the effective date of such revised change; and,
- c) Company shall also file with the Commission copies of any FERC orders or other pertinent information applicable to the wholesale rate charged the Company by its natural gas supplier.
- d) The Company shall adequately and completely document purchasing and delivery activities for purposes of its annual gas cost audit.

**A. PGA Filings:**

Company shall have the opportunity to make up to four (4) PGA Filings each year; a required Winter PGA and three (3) Optional PGA's. The Winter PGA shall be filed between October 15 and November 4 of each calendar year . The Optional PGA's shall be filed when the Company determines that elements have changed significantly from the currently effective factor. No PGA shall become effective in two consecutive months unless specifically ordered by the Commission.

The Winter PGA that shall contain rates reflecting: (1) all of Company's ACA adjustments and (2) Company's then current estimate of gas cost revenue requirements for the period between the effective date of filing and the next Winter PGA Filing.

If Company chooses to make Optional PGA Filings, the Winter PGA filing shall contain the rates reflecting: (1) all of the Company's ACA adjustments, and (2) Company's estimate of annualized gas cost revenue requirements for the period between the effective date of the Winter PGA and next Winter PGA filing. The Optional PGA shall contain rates maintaining (1) all of the LDC's ACA adjustments; and adjusting rates for (2) Company's estimate of annualized gas cost revenue requirements for the period between the effective date of the Optional PGA and the effective date of its next Winter PGA.

PGA Filing Adjustment Factor (FAF) - In addition, in any PGA filing, the Company may file a rate change (hereinafter referred to as the "PGA Filing Adjustment Factor" (FAF) not to exceed five cents (\$0.05) per Ccf which is designed to refund to, or recover from, customers any over – or – under - recoveries of gas costs that have accumulated since the Company's last ACA Filing. The FAF shall remain in effect until the next scheduled ACA filing.

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Cancelling

1st Revised SHEET NO. 42

Liberty Utilities

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

PURCHASED GAS ADJUSTMENT CLAUSE (CONT'D)

II. REGULAR PURCHASED GAS ADJUSTMENTS

Charges for gas service contained in Company's then effective retail rate schedules on file with the Missouri Public Service Commission shall be adjusted by a Regular Purchased Gas Adjustment (RPGA) as determined in the following manner:

1. Computation of RPGA Factors:

Company's RPGA factors shall be calculated based on the best estimate of Company's gas costs and volumes purchased for resale, as calculated by Company and approved by the Commission. Calculation of the best estimate of Company's projected monthly demand levels, supply options, transportation options, storage options, and other miscellaneous charges and revenues that affect the RPGA rate calculation. The costs to be included in the RPGA rate calculation shall be limited to the projected costs necessary to deliver the volumes purchased for resale to Company's city gate. The actual gas costs shall include the commodity cost of storage withdrawals and exclude the commodity cost of storage injections.

The gas cost revenue requirement component of the RPGA factor, relating to fixed pipeline transportation and storage charges, fixed gas supply charges, and other fixed FERC authorized charges, will be determined in a manner similar to the way they have historically been determined in Company's PGA Clause.

For the gas commodity component of the RPGA factor, commodity related charges shall include but not be limited to producer gas supply commodity charges, pipeline transmission and gathering commodity charges, expected costs or cost reductions to be realized for the entire winter period, related storage withdrawals, gas purchases under fixed-price contracts, the Company's use of financial instruments, except for call options for which only cost reductions expected to be realized during the months covered by the Company's PGA filing shall be reflected. The Company will utilize any technique or method it deems reasonable for purposes of estimating the gas cost revenue requirement to be reflective for this component in each RPGA filing.

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ISSUED BY: Victor Edwards  
name of officer

Director, Regulatory & Government Affairs  
title

Jackson, MO  
address

FILED  
Missouri Public  
Service Commission  
JG-2013-0069

Liberty Utilities

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

PURCHASED GAS ADJUSTMENT CLAUSE (CONT'D)

2. Liberty Utilities shall not seek recovery in Missouri rates for transportation charges resulting from the Gas Transportation Agreement between Atmos Energy Corporation ("Atmos") and Liberty Utilities dated February 2012, by which Atmos delivers natural gas to Liberty Utilities at or near the Missouri/Kansas border, until the effective date of rates in Liberty Utilities' next general rate case. Recovery of transportation rate charges shall be limited for a period of eight (8) years after the effective date of recovery of these charges to no more than \$0.075MMBtu on a usage basis.

III. DEFERRED PURCHASED GAS COST – ACTUAL COST ADJUSTMENT ACCOUNTS:

Company shall establish and maintain a Deferred Purchased Gas Cost – Actual Adjustment (ACA) Account which shall be credited with any over-recovery resulting from the operation of Company's PGA procedure or debited for any under-recovery resulting from the same.

An ACA account shall be maintained for each of the following geographic areas: Northeast, Southeast, West, and Kirksville.

Section II, paragraph 2, Tariff Sheet 42A are incorporated herein.

DATE OF ISSUE: August 3, 2012
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DATE EFFECTIVE: September 2, 2012
month day year

ISSUED BY: Victor Edwards Director, Regulatory & Government Affairs FILED Jackson, MO
name of officer title address

Missouri Public Service Commission
JG-2013-0069

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

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

## PURCHASED GAS ADJUSTMENT CLAUSE (CONT'D)

Such over- or under-recovery shall be determined by a monthly comparison of the actual (as billed) cost of gas as shown on the books and records of Company, and the cost recovery for the same month calculated by multiplying the volumes sold during said month by the sum of the currently effective cost components (the regular PGA factor and the prior period "Actual Cost Adjustment" ACA factor as herein defined).

For each twelve month billing period ended with the August revenue month, the difference of the comparisons described above, including any balance or credit for the previous year, shall be accumulated to produce a cumulative balance of over-recovered or under-recovered costs. However, the initial ACA period following the effective date of this tariff shall be the the fifteen (15) month period from June 2006 through August 2007 for the Northeast area and the West area (excluding Butler) and shall be the twelve (12) month period ending August 2007 for the Southeast area, the Kirksville area and the West area (Butler only). ACA factors shall be computed by dividing the cumulative balance of the over-recoveries or under-recoveries by the estimated volumes of total sales during the subsequent twelve-month period. This adjustment shall be rounded to the nearest \$0.00001 per Ccf and applied to billings, beginning with the effective date of the Winter PGA. These ACA factors shall remain in effect until superseded by subsequent ACA factors calculated according to this provision. Company shall file any revised ACA factors in the same manner as all other adjustments performed in the PGA clause.

Upon request by the Company, Staff, or OPC, and for good cause shown, when an extraordinary event has occurred, supported by affidavit, the Commission may permit the Company to divide the cumulative balances of each System's deficit gas cost recovery revenue (ACA account under-recovery) by estimated sales volumes for an extended period which shall not exceed 5 years.

Carrying costs shall be determined in the following manner:

For each month during the ACA period and for each month thereafter, at a simple rate equal to the prime bank lending rate (as published in the Wall Street Journal on the first business day of the following month), minus two (2) percentage points, shall be credited to customers for any over-recovery of gas costs or credited to the Company for any under-recovery of gas costs. Interest shall be computed based upon the average of the accumulated beginning and ending monthly over or under recoveries of all PGA related costs. The Company shall maintain detailed workpapers that provides the interest calculation on a monthly basis. The Staff and Public Counsel shall have the right to review and propose adjustments to the Company's monthly entries to the interest calculation.

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

FOR – All Areas

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PURCHASED GAS ADJUSTMENT CLAUSE (CONT'D)

If the Commission allows the Company to divide the cumulative balances of each System’s deficit gas cost recovery revenue (under-recovery ACA balance) by estimated sales volumes for an extended period not to exceed five years, the Company may propose a carrying cost, subject to review, appropriate for the length of the extended period. If a hearing is required regarding the Company’s request for Carrying Costs, it shall take place concurrently with the hearing for the ACA period that contains the extraordinary gas costs.

**IV. REFUNDS**

Any refunds the Company receives in connection with natural gas services purchased, together with any interest included in such refunds, will be refunded to the Company’s applicable customers unless otherwise ordered by the Commission. Such refunds shall be credited to the ACA account in the month received and shall receive interest as part of the overall ACA interest calculation.

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ISSUED BY: Matthew DeCoursey Vice President Rates and Regulatory Strategy Londonberry, NH  
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Liberty Utilities (Midstates Natural Gas) Corp.  
 d/b/a Liberty Utilities or Liberty

ALL AREAS

Name of Issuing Corporation

Community, Town or City

### ADJUSTMENT STATEMENT

As provided in this Purchased Gas Adjustment Clause, the following adjustments per Ccf by customer classification will be made to the Company's rate schedules:

Customer Classification	RPGA	ACA	Total PGA
<b>West Area:</b>			
Firm Sales	\$ 0.46576	\$ (0.00407)	\$ 0.46169
Interruptible Sales	\$ 0.32784	\$ (0.03192)	\$ 0.29592
Transportation	\$ -	\$ -	\$ -
<b>Kirksville Area:</b>			
Firm Sales	\$ 0.55384	\$ (0.00942)	\$ 0.54442
Interruptible Sales	\$ 0.34989	\$ (0.04015)	\$ 0.30974
Transportation	\$ -	\$ -	\$ -
<b>Northeast Area:</b>			
Firm Sales	\$ 0.45619	\$ (0.08385)	\$ 0.37234
Interruptible Sales	\$ 0.34331	\$ (0.05527)	\$ 0.28804
Transportation	\$ -	\$ -	\$ -
<b>Southeast Area:</b>			
Firm Sales	\$ 0.50910	\$ (0.00814)	\$ 0.50096
Interruptible Sales	\$ 0.35190	\$ 0.00468	\$ 0.35658
Transportation	\$ -	\$ -	\$ -

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ISSUED BY: **Charlotte Emery – Senior Director, Rates and Regulatory Affairs**  
 Name of Officer Title

**Joplin, MO**  
 Address

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Atmos Energy Corporation

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Community, Town or City

RESERVED FOR FUTURE USE

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

FOR – All Areas

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Community, Town or City

## NATURAL GAS TRANSPORTATION SERVICE

**A. AVAILABILITY:**

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

**B. DEFINITIONS:**

For purposes hereof:

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

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

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

## NATURAL GAS TRANSPORTATION SERVICE (CONT'D)

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

1. Except as expressly modified by the provisions of this rate schedule, all of the terms, provisions, and conditions of the rate schedule (as made effective by the Missouri Public Service Commission from time to time) applicable to Customer shall also apply to service by the Company to Customer under this rate schedule.
2. The Customer must notify the Company on Company's standard form of the quantity of gas to be received by the Company from the Connecting Pipeline Company for the Customer's account during the billing month and the daily rate of delivery. This nomination must be received by the Company by the nomination deadline of the Connecting Pipeline Company for both first of the month nominations and other changes. The quantity of gas received by the Company from the Connecting Pipeline Company for the Customer's account shall be based on the transportation nomination for that month. Adjustments will be made if the Connecting Pipeline Company's allocated volumes vary from the nominated volume. Daily nominations shall not exceed the Customer's Maximum Daily Quantity (MDQ).
3. The Customer is responsible for making all arrangements for transporting the gas from its source of supply to the Company's interconnection with the Connecting Pipeline Company unless other arrangements have been made between the Customer and the Company.
4. The Customer shall warrant that they have good and legal title to all gas that Customer causes to be delivered into the Company's facilities and Customer shall hold the Company harmless from any loss or claim in regard to the same.

**D. BALANCING:**

1. The Customer shall have the obligation to balance receipts of transportation gas by the Company at the Company's applicable Receipt Point(s) with deliveries of such gas by the Company to the Customer's Point of Delivery plus a 2% retention for lost and unaccounted for gas. Cash outs for Positive and Negative imbalances will be levied as described below.
  - (a) Imbalance equals the volume of gas received by the Company from the Connecting Pipeline Company for the Customer's account minus the volume of gas delivered to the Customer's Point of Delivery.
  - (b) Imbalance percentage equals the difference of the volume of gas received by the Company from the Connecting Pipeline Company for the Customer's account minus the volume of gas delivered to the Customer's Point of Delivery divided by the volume of gas received by the Company from the Connecting Pipeline Company for the Customer's account.

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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. Cash out of Monthly Imbalances**

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

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

**E. SCHEDULING FEES:**

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

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

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

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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)

**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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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)

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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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)

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 Operator's prior credit record with the Company, if any. If the Pool Operator defaults on its obligations under this rate schedule or the Pool Management Agreement, the Company shall have the right to use such cash deposit, or proceeds from such bond, irrevocable letter of credit, or other financial instrument to satisfy the Pool Operator's obligation hereunder. If these are not sufficient to meet the Pool Operator's obligations, the Company reserves the rights to recalculate the charges and bill the appropriate Customers directly as though no Pool arrangement existed. Specific terms and conditions regarding credit requirements shall be included in the Pool Management Agreement. Such credit requirements shall be administered by the Company in a non-discriminatory manner, and such credit requirements may change as the requirements of the Pool change.

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

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

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

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

**N. MONTHLY DELIVERY CHARGE AND VOLUMETRIC RATES:**

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

**O. RATE ADJUSTMENTS:**

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

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NATURAL GAS TRANSPORTATION SERVICE (CONT'D)

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

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

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

Unauthorized Use Charges:

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

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

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## NATURAL GAS TRANSPORTATION SERVICE (CONT'D)

**NEGOTIATED GAS TRANSPORTATION SERVICE****P. AVAILABILITY:**

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

**Q. NEGOTIATED GAS TRANSPORTATION SERVICE RATES:**

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

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

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

**R. Rules and Regulations and Tariffs.**

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

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NATURAL GAS TRANSPORTATION SERVICE (CONT'D)

**Transportation Service  
Standard Form of Pool Management Agreement/Group Balancing Agreement**

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

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

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

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

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

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

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Witness/Attest: \_\_\_\_\_

Witness/Attest: \_\_\_\_\_

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NATURAL GAS TRANSPORTATION SERVICE (CONT'D)

**AGREEMENT FOR NATURAL GAS TRANSPORTATION SERVICE**

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

**RECITALS**

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

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

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

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

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

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

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

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## 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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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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**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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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)

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

## 2. Cash-Out of Monthly Imbalances

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

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

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

**E. OPERATIONAL FLOW ORDERS (OFO):**

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

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## MISSOURI SCHOOL TRANSPORTATION SERVICE (CONT'D)

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

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

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

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

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

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

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

**F. PIPELINE CAPACITY RELEASE:**

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

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## MISSOURI SCHOOL TRANSPORTATION SERVICE (CONT'D)

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

**G. BILLING:**

1. The monthly commodity charges and delivery charges equivalent in the applicable companion sales rate will be billed each transporter within the Pool Group by the Company in accordance with non-gas charges set forth in the Company's tariff for applicable Sales service.
2. Customer will be billed a daily balancing charge on all volumes delivered or set forth above under D.1.a.
3. Customer will be billed any pipeline transition cost recovery factor which would otherwise be applicable as a system sales Customer.
4. Customers shifting from Sales to Transportation service shall be charged the appropriate system's ACA factor as listed on Company's sheet 44 for a period of one year after changing.
5. The Pool Operator will be billed all Operational Flow Order charges, Unauthorized Receipts charges, Unauthorized Delivery charges, cashouts or any other penalties and other charges it may create with the pipeline suppliers All balancing charges or balancing related obligations shall be the responsibility of the Pool Operator. Should the Pool Operator fail to satisfy such obligation, each individual transporter within such Pool Group shall remain responsible for their obligations.

**H. TAXES:**

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

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MISSOURI SCHOOL TRANSPORTATION SERVICE (CONT'D)

**I. TERMS OF PAYMENT:**

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

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

**J. RULES AND REGULATIONS:**

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

**K. REPORTING REQUIREMENTS:**

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

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MISSOURI SCHOOL TRANSPORTATION SERVICE (CONT'D)

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

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

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

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

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

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

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

Company: Liberty Utilities (Midstates Natural Gas) Corp.

Pool Operator: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Witness/Attest: \_\_\_\_\_

Witness/Attest: \_\_\_\_\_

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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**  
For service prior to the effective date of this sheet

**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 Chillicothe station, as adjusted, for the Northeast and West Districts along with 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  
= the applicable coefficient; 0.1125474 for the residential class and 0.2389388 for the SGS class in the Northeast and West district, and 0.1108690 for the residential class and 0.2371604 for the SGS class in the Southeast district.

1. Monthly WNA<sub>i</sub> = WNA<sub>i</sub> x Weighted Volumetric Rate (“WRVR”),
2. For the winter billing months (November through April) 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-2018-0013, the amount is \$0.33607. The Residential WRVR in the Northeast and West District for each of the summer billing months (May through October) shall be determined at the conclusion of each general rate case as the percentage of total residential customers whose usage ends in the first rate block multiplied by the volumetric rate of that block plus the percentage of total residential customers whose usage ends in the second rate block multiplied by the volumetric rate of that block. Currently effective summer WRVR’s are reflected in the table below:

Residential	May	Jun	Jul	Aug	Sep	Oct
<b>Summer WRVR</b>						
<b>Pct First Block</b>	59.4%	94.2%	97.8%	98.7%	98.2%	95.2%
<b>1st 30 CCF</b>	\$ 0.32935	\$ 0.32935	\$ 0.32935	\$ 0.32935	\$ 0.32935	\$ 0.32935
<b>Over 30 CCF</b>	\$ 0.38193	\$ 0.38193	\$ 0.38193	\$ 0.38193	\$ 0.38193	\$ 0.38193
<b>Summer WRVR</b>	\$ 0.35072	\$ 0.33239	\$ 0.33048	\$ 0.33004	\$ 0.33029	\$ 0.33187

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ISSUED BY: Charlotte Emery  
name of officer

Sr. Director, Rates and Regulatory Affairs  
title

Joplin, MO  
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**WEATHER NORMALIZATION ADJUSTMENT RIDER (CONT'D)**  
**For service prior to the effective date of this sheet**

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-2018-0013, the amount is \$0.24335.

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-2018-0013, the SGS WRVR in the Northeast and West District is \$0.14216, and in the Southeast District is \$0.08312.

3. The Current Semiannual WNA (“CSWNA”) shall be the sum of the billing cycle WNA for each of the six Monthly WNA<sub>i</sub> for the billing months in the applicable six month period divided by the annual volumetric billing determinates set for the residential rate class in the most recent rate case.

4. Semiannual Reconciliation Rate (“SRR”): 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 SRR, the over- or under-billing of the SRR shall be calculated based on nine (9) months actual sales and three (3) months projected sales. Any remaining over- or underbilling from the SRR shall be applied to the next SRR. The three (3) months projected sales associated with each CSWNA and SSR shall be trued-up with actuals upon calculation of the next applicable SSR.

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

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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WEATHER NORMALIZATION ADJUSTMENT RIDER (CONT'D)				
Residential Rates for Northeast and West District:				
CSWNA Table:				
Period	Rate First Effective	Months	Rate Ending Effective	CSWNA (Semiannual)
2023 S2	10/1/2023	12	9/30/2024	0.01185
2024 S1	4/1/2024	12	3/31/2025	0.01137
2024 S2	10/1/2024	12	9/30/2025	0.03215
SRR Table:				
Period	Rate First Effective	Months	Rate Ending Effective	SRR (Semiannual)
2023 S2	10/1/2023	12	9/30/2024	(0.00029)
2024 S1	4/1/2024	12	3/31/2025	0.00133
2024 S2	10/1/2024	12	9/30/2025	0.00247
WNA Rider Rate:				
Period	Rate First Effective	Months	Rate Ending Effective	WNA (Semiannual)
2024 S1	4/1/2024	6	9/30/2024	0.02426
2024 S2	10/1/2024	6	3/31/2025	0.04732

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WEATHER NORMALIZATION ADJUSTMENT RIDER (CONT'D)

Residential Rates for Southeast District:				
CSWNA Table:				
Period	Rate First Effective	Months	Rate Ending Effective	CSWNA (Semiannual)
2023 S2	10/1/2023	12	9/30/2024	0.02493
2024 S1	4/1/2024	12	3/31/2025	0.00666
2024 S2	10/1/2024	12	9/30/2025	0.02935
SRR Table:				
Period	Rate First Effective	Months	Rate Ending Effective	SRR (Semiannual)
2023 S2	10/1/2023	12	9/30/2024	0.00015
2024 S1	4/1/2024	12	3/31/2025	(0.00222)
2024 S2	10/1/2024	12	9/30/2025	0.00374
WNA Rider Rate:				
Period	Rate First Effective	Months	Rate Ending Effective	WNA (Semiannual)
2024 S1	4/1/2024	6	9/30/2024	0.02952
2024 S2	10/1/2024	6	3/31/2025	0.03753

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WEATHER NORMALIZATION ADJUSTMENT RIDER (CONT'D)				
SGS Rates for Northeast and West District:				
CSWNA Table:				
Period	Rate First Effective	Months	Rate Ending Effective	CSWNA (Semiannual)
2023 S2	10/1/2023	12	9/30/2024	0.00493
2024 S1	4/1/2024	12	3/31/2025	0.00477
2024 S2	10/1/2024	12	9/30/2025	0.01328
SRR Table:				
Period	Rate First Effective	Months	Rate Ending Effective	SRR (Semiannual)
2023 S2	10/1/2023	12	9/30/2024	0.00070
2024 S1	4/1/2024	12	3/31/2025	0.00391
2024 S2	10/1/2024	12	9/30/2025	0.00074
WNA Rider Rate:				
Period	Rate First Effective	Months	Rate Ending Effective	WNA (Semiannual)
2024 S1	4/1/2024	6	9/30/2024	0.01431
2024 S2	10/1/2024	6	3/31/2025	0.02270

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WEATHER NORMALIZATION ADJUSTMENT RIDER (CONT'D)				
SGS Rates for Southeast District:				
CSWNA Table:				
Period	Rate First Effective	Months	Rate Ending Effective	CSWNA (Semiannual)
2023 S2	10/1/2023	12	9/30/2024	0.00864
2024 S1	4/1/2024	12	3/31/2025	0.00237
2024 S2	10/1/2024	12	9/30/2025	0.01021
SRR Table:				
Period	Rate First Effective	Months	Rate Ending Effective	SRR (Semiannual)
2023 S2	10/1/2023	12	9/30/2024	0.00000
2024 S1	4/1/2024	12	3/31/2025	(0.00048)
2024 S2	10/1/2024	12	9/30/2025	0.00034
WNA Rider Rate:				
Period	Rate First Effective	Months	Rate Ending Effective	WNA (Semiannual)
2024 S1	4/1/2024	6	9/30/2024	0.01053
2024 S2	10/1/2024	6	3/31/2025	0.01244

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ISSUED BY: Charlie Evans Director, Rates and Regulatory Affairs  
name of officer title

Joplin, MO  
address

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

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

**WEATHER NORMALIZATION ADJUSTMENT RIDER**

**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:

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

Where:

- i = the applicable billing cycle month
- WNA<sub>i</sub> = Weather Normalization Adjustment
- j = the billing cycle
- n = the number of billing cycles
- NDD<sub>ij</sub> = the total normal heating degree days based upon daily normal weather as determined in the most recent rate case.
- ADD<sub>ij</sub> = the total actual heating degree days, base 65° for residential, base 60° for small general service at the applicable weather station; Kirksville, MO for the Northeast District, Kansas City, MO for the West District and Cape Girardeau, MO for the Southeast District.
- C<sub>ij</sub> = the total number of customer charges charged in billing cycle j and billing month i.
- β = the applicable weather coefficient as indicated in the table below:

District	Residential	SGS
Northeast	0.14109	0.36847
West	0.15092	0.37953
Southeast	0.14080	0.32963

- Monthly WNA<sub>i</sub> = WNA<sub>i</sub> x Volumetric Rate.
- The Volumetric Rate shall be equal to the Distribution Commodity established at the conclusion of each general rate case. For Case No. GR-2024-0106, the volumetric rates per Ccf are in the table below:

District	Residential	SGS
Northeast	\$0.44276	\$0.18594
West	\$0.44276	\$0.18594
Southeast	\$0.31279	\$0.10651

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ISSUED BY: Charlotte Emery  
name of officer

Sr. Director, Rates and Regulatory Affairs  
title

Joplin, Mo  
address

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

FOR – All Areas

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WEATHER NORMALIZATION ADJUSTMENT RIDER (CONT'D)

- 3. The Current Annual WNA (“CWNA”) shall be the sum of the billing cycle WNA for each of the twelve Monthly WNA<sub>i</sub> for the revenue months in the applicable twelve (12) 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 CWNA, the over- or under-billing of the numerator of the CWNA 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 CWNA 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 CWNA table to adjust the WNA Rider. Each CWNA and ARR will remain in effect for twelve (12) months. The total WNA Rider rate shall be the sum of all effective CWNAs and ARRs.
- 6. There shall be a limit of \$0.05 per Ccf on upward adjustments for the WNA and no limit on downward adjustment. Any WNA adjustment amounts in excess of \$0.05 per Ccf will be deferred for recovery from customers in the next WNA adjustment and applicable to part a. below.
  - a. Each month, carrying costs, at a simple rate of interest equal to the prime bank lending rate (as published in The Wall Street Journal on the first business day of such month) minus two percentage points, shall be applied to the Company’s average beginning and ending monthly WNA balances. In no event shall the carrying cost rate be less than 0%. Corresponding interest income and expense amounts shall be recorded on a net cumulative basis for the WNA deferral period.

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d/b/a Liberty Utilities or Liberty

FOR – All Areas

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WEATHER NORMALIZATION ADJUSTMENT RIDER (CONT'D)
For service after September 30, 2025

Calculation of Current Weather Adjustment Rates for All Areas:

Residential Class

District		Northeast	West	Southeast
Sum of Monthly WNA	a	\$329,759	\$58,107	\$394,534
Rate Case Normalized Ccf	b	12,307,679	2,469,188	17,185,669
Current Annual WNA rate	c = a/b	\$0.02679	\$0.02353	\$0.02296
Annual Reconciliation Rate (ARR)	d	\$0.00821	\$0.01760	\$0.00746
WNA Rider Rate	e = c + d	\$0.03500	\$0.04113	\$0.03042

Small General Service Class

District		Northeast	West	Southeast
Sum of Monthly WNA	a	\$39,708	\$8,554	\$30,918
Rate Case Normalized Ccf	b	3,880,055	907,146	5,009,348
Current Annual WNA rate	c = a/b	\$0.01023	\$0.00943	\$0.00617
Annual Reconciliation Rate (ARR)	d	\$0.00334	\$0.00596	(\$0.00034)
WNA Rider Rate	e = c + d	\$0.01357	\$0.01539	\$0.00583

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Liberty Utilities (Midstates Natural Gas) Corp.

d/b/a Liberty Utilities

FOR – All Areas

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Community, Town or City

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

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

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

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

## 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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name of officerSr. Director, Rates and Regulatory Affairs  
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Cancelling P.S.C. MO. No. 1

Atmos Energy Corporation

Name of Issuing Corporation

Community, Town or City

RESERVED FOR FUTURE USE

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month day year

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Vice President-Rates and Regulatory Affairs  
title

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Atmos Energy Corporation

FOR – All Areas

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Community, Town or City

ATMOS ENERGY CORPORATION

RULES AND REGULATIONS  
FOR THE SERVICE TERRITORY  
IN THE STATE OF MISSOURI

DATE OF ISSUE: March 1, 2007  
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FOR – All Areas

Atmos Energy Corporation

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DEFINITIONS

Except where the context indicates a different meaning or intent, the following terms, when used herein or in the Company's rate schedules incorporating these General Rules and Regulations, shall have the meanings defined below:

- (1) Bill: A written demand for payment for service and the taxes and franchise fee related to it.
- (2) Billing Period: A normal usage period of not less than twenty-six (26) nor more than thirty-five (35) days, except for initial, corrected or final bills.
- (3) Class of Service: The term "Class of Service" pertains to the end use of the gas as well as the nature of the service. The associated terms are defined as follows:
  - a. Residential: Service provided for domestic purposes.
  - b. Commercial: Service where the primary use of natural gas is in connection with the sale of goods or services including institutions and local, state and federal agencies, but excluding the generation of electric power and including transportation of gas by the Company.
  - c. Industrial: Service to Customers primarily engaged in a process which creates or changes raw or unfinished materials into another form or product including the generation of electric power and transportation of gas by the Company.
  - d. Firm: Service which normally anticipates no interruptions.
  - e. Interruptible: Service that may be curtailed in whole or in part on short notice.
  - f. Non-Residential: All classes other than Residential.
- (4) Cold Weather Maintenance of Service definitions as follow:
  - a. Energy Crisis Intervention Program (ECIP) means the federal ECIP administered by the Missouri Division of Family Services under section 660.100, RSMo;
  - b. Heat-related utility service means any gas or electric service that is necessary to the proper function and operation of a Customer's heating equipment;

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Name of Issuing Corporation

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DEFINITIONS (continued)

- c. Low Income Home Energy Assistance Program (LIHEAP) means the federal LIHEAP administered by the Missouri Division of Family Services under section 660.110, RSMo;
  - d. Registered elderly handicapped Customer means one who is sixty (60) years old and above, or is handicapped to the extent that Customer is unable to leave the premises without assistance and who files with the Company a form approved by the Commission attesting to the fact that Customer meets these qualifications and which also lists an agency or person the Company shall contact as required in the Company’s Cold Weather Program; and
  - e. Utilicare means the state program of energy assistance established by section 660.122, RSMo.
- (5) Commission: The Missouri Public Service Commission.
  - (6) Company: Atmos Energy Corporation, including its employees and agents.
  - (7) Cubic Foot of Gas: The gas necessary to fill one cubic foot of space at a temperature of 60 degrees Fahrenheit and an absolute pressure of 14.65 pounds per square inch, with the following further designations:
    - “Mcf” is 1,000 cubic feet of gas; “Ccf” is 100 cubic feet of gas; as used herein, “Therm” means the volume of gas containing a quantity of heat equal to 100,000 BTU; “Dekatherm” means a volume of gas containing a quantity of heat equal to 1,000,000 BTU.
  - (8) Customer: A person or legal entity responsible for payment for service except one denoted as a guarantor.
  - (9) Cycle Billing: A system that results in the rendition of bills to various Customers on different days of the month.
  - (10) Delinquent Charge: A charge remaining unpaid by a residential Customer at least twenty-one (21) days and by a non-residential Customer at least fourteen (14) days from the rendition of the bill by the Company.
  - (11) Delinquent Date: The date stated on a bill after which the Company may assess an approved late payment charge in accordance with a tariff on file with the Commission.

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Vice President-Rates and Regulatory Affairs  
title

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Cancelling P.S.C. MO. No. 1

Atmos Energy Corporation

Name of Issuing Corporation

Community, Town or City

DEFINITIONS (continued)

- (12) Deposit: A money advance to the Company for the purpose of securing payment of delinquent charges that might accrue to the Customer who made the advance.
- (13) Discontinuance of Service: A cessation of service not requested by a Customer.
- (14) Due Date: The date stated on a bill when the charge is considered due and payable.
- (15) Estimated Bill: A charge for service that is not based on an actual reading of the meter or other registering device by an authorized Company representative.
- (16) Extension Agreement: A verbal agreement between the Company and the Customer extending payment for fifteen (15) days or less.
- (17) Guarantee: A written promise from a third party to assume liability up to a specified amount for delinquent charges that might accrue to a particular Customer.
- (18) In Dispute: Any matter regarding a charge or service that is the subject of an unresolved inquiry.
- (19) Late Payment Charge: An assessment on a delinquent charge in accordance with a tariff on file with the Commission and in addition to the delinquent charge.
- (20) Notice: Any written communication from the Company to the Customer. Notice shall be deemed to have been given when addressed to the Customer at his last address on record with the Company and deposited in the United States Mail Service with proper postage paid.
- (21) Overhead Costs: Includes (1) labor clearings consisting of transportation, operating construction equipment, stores (inventory handling), local supervision, and clerical and corporate administration; (2) non-labor costs consisting of transportation, construction equipment, stores, injuries and damages, small tools and uniforms; and (3) fringe benefits consisting of pensions, vacation, holiday, worker's compensation, medical and life insurance premiums and payroll taxes.
- (22) Point of Delivery: For purposes of facilities installed prior to December 15, 1989, "point of delivery" means the point of connection between Company and Customer at which the gas supplied leaves the outlet side of the Company's meter.

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Atmos Energy Corporation

Name of Issuing Corporation

Community, Town or City

DEFINITIONS (continued)

For purposes of facilities installed on and after December 15, 1989, "point of delivery" means the point of connection between Company and Customer at which the gas supplied leaves the outlet side of the Company's meter. If the Customer's meter is not located at the building wall, the service line to the Customer's nearest building shall be installed, owned, operated and maintained by the Company and the point of delivery shall be the building wall.

- (23) Preferred Payment Date: The date stated on a bill which shall be at least twenty-one (21) days from the rendition of the bill or which shall be the preferred date selected by the Customer after which the Company may assess an approved late payment charge in accordance with a tariff on file with the Commission.
- (24) Purchased Gas Adjustment Clause: The adjustment procedure approved by the Commission to recognize variations in the cost of purchased gas.
- (25) Rendition of a Bill: The mailing or hand delivery of a bill by the Company to a Customer.
- (26) Service Line: A line that transports gas from a common source of supply to a Customer to and including the service regulator and/or the service line valve and/or the meter, up to the point of delivery. Service line installations and/or service line replacements made after 12/15/89 must be installed, owned, operated and maintained by the Company regardless of the meter location. Installation of Customer-owned service lines will not be permitted.
- (27) Tariff: A schedule or rates, services and rules approved by the Commission.
- (28) Termination of Service: A cessation of service requested by a Customer.
- (29) Utility Charges: The rates for utility service and other charges authorized by the Commission as an integral part of utility service.

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Franklin, TN  
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Cancelling P.S.C. MO. No. 1

Atmos Energy Corporation

FOR – All Areas

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BILLING AND PAYMENT

- (1) Bills will be rendered at intervals of approximately 30 days, according to billing cycles established at the Company’s discretion. All meters will be read at intervals of no longer than approximately 60 days. If the Customer’s meter fails to register, a reading of such meter cannot be obtained or for a month in which the meter is not read, a bill will be rendered based upon a reasonable estimate of the gas consumed by the Customer, as specified in Paragraph (7) below.
- (2) Bills for service furnished to the Customer by the Company are due and payable on the date rendered. If a bill is not paid within the maximum period prescribed by the rate schedule, it shall be considered delinquent and the additional charge authorized by the rate schedule shall become payable.

An exception will be made for certain residential Customers who qualify for an extended due date. If a Customer:

- (a) receives Aid to Families with Dependent Children (AFDC) or Aid to the Aged, Blind and Disabled (AABD), or
- (b) receives Supplemental Security Income (SSI), or
- (c) the Customer’s primary source of income is Social Security or Veterans Administration disability or retirement income,

then this Customer may contact a Company local office and request an application for extended due date. The application must be completed including verification of income and returned to the local office.

Accounts meeting the above conditions where the bill has a due date that normally falls between the 25<sup>th</sup> and the 5<sup>th</sup> of any given calendar month may qualify for an extended due date. Bills issued for qualified accounts will have a predetermined due date of the first workday on or immediately after the 7<sup>th</sup> of the month. If payment is received on or before the extended due date, no delinquency will be created and no penalty will be applied to the account.

Once an account is placed on the extended due date plan, the Customer may not pay the bills past the due date two (2) times in a row or three (3) times in any twelve (12) months to continue on this plan.

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name of officer

Vice President-Rates and Regulatory Affairs  
title

Franklin, TN  
address

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FOR – All Areas

Atmos Energy Corporation

Name of Issuing Corporation

Community, Town or City

BILLING AND PAYMENT (continued)

- (3) Failure of the Customer to receive a bill shall not relieve Customer from the obligation of paying the amount owed by Customer to the Company, nor shall it be necessary for the Company to set aside the penalty or discount rules on account of failure of the Customer to receive a bill, it being the intent that the Customer shall call at the office of the Company for the statement when not receiving same.
- (4) The Company shall render a separate billing for service provided at each address unless otherwise requested by the Customer and agreed to by the Company.
- (5) If a Customer tenders to the Company a check in payment for service billed which is ultimately dishonored for reasons other than bank error, the Customer shall pay to the Company an amount as set forth on Sheet No. 20 to cover the cost of processing the returned check, plus the amount owed for service.
- (6) Where written objection to any bill is filed by the Customer before the delinquent date, and the time required for investigation of such objections extends beyond the delinquent date, the Company will not add a late payment charge if payment is made within five days after the Customer has been notified of the results of such investigation.
- (7) Bill Estimating Procedure:  

The Company may render a bill based on estimated usage:

  - (a) To seasonally billed Customers, under the appropriate approved tariff with an actual reading being obtained before each change in the seasonal cycle;
  - (b) When extreme weather conditions, emergencies, labor agreements or work stoppages prevent actual meter readings; or
  - (c) When the Company is unable to obtain access to the Customer's premises for the purpose of reading the meter or when the Customer makes reading the meter unnecessarily difficult..

If the Company is unable to obtain an actual meter reading for these reasons, where practicable it shall undertake reasonable alternatives to obtain a Customer reading of the meter, such as mailing or leaving post-paid, preaddressed postcards upon which the Customer may note the reading unless the Customer requests otherwise.

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title

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address

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BILLING AND PAYMENT (continued)

(8) Experimental Pilot Estimated Meter Reading

The Company may estimate meter readings during the months of June and August as part of an experimental pilot program, until the effective date of rates approved by the Commission in the Company's first general rate case filed after January 1, 2007. Staff and the Public Counsel may petition the Commission at any time to suspend or terminate the experimental program for good cause. Prior to the Company rendering an estimated bill under the pilot program, the Customer's prior month bill will state the subsequent meter reading will be an estimate and the word "estimate" shall clearly appear on the bill.

The Customer's bill following the month of the estimated meter reading will true-up the actual consumption for the applicable period. Customers are encouraged to allow the Experimental Pilot Program to work and prove itself but a Customer's meter will be read if they request.

The Company will provide, by November 1, 2006, an evaluation of the experimental pilot program to Staff and Public Counsel. The evaluation shall include, but not be limited to, an analysis of actual usage based on meter readings for randomly sampled accounts for the months of June and August, the number of meters estimated each month, and a list of customers that requested to have their meters read. Contents of future annual evaluations will be determined by Staff, Public Counsel and the Company as the experimental pilot progresses.

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BILLING AND PAYMENT (continued)

The Customer's bill will be estimated in the following manner:

- (a) An estimating factor will be calculated for each meter reading book. This factor will be determined by:
  - 1) Selecting the first ten residential accounts in the book on which actual readings are normally obtained; then
  - 2) Adding the usage of those ten accounts for the current billing period and for the same billing period the previous year; and
  - 3) Dividing the total usage this year by the total usage last year to arrive at a percentage factor.
- (b) The factor determined in (a) will be applied to the Customer's usage during the same period the previous year to estimate the usage for the current billing period.
- (c) The estimated usage will be added to the previous meter reading. The result will be the ending meter reading for the current billing period and the beginning meter reading for the next bill.
- (d) The estimated usage will be billed at the current applicable rates. All provisions of 4 CSR 240-13.020, Billing and Payment Standards, concerning estimated bills are included herein by this reference.

(8) Billing Adjustment

- (a) For all billing errors, the Company will determine, from all related and available information, the probable period during which such condition existed and shall make billing adjustments for the period estimated to be involved as follows (except as provided in (b), (c), and (d) of this rule) for:

Residential Customers:

In the event of an overcharge: An adjustment shall be made for the entire period that the overcharge existed, not to exceed sixty consecutive billing periods, calculated from the date of discovery, inquiry or actual notification of the Company, whichever was first.

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## BILLING AND PAYMENT (continued)

In the event of an undercharge: An adjustment shall be made for the entire period that the undercharge can be shown to have existed, not to exceed twelve consecutive billing periods, calculated from the date of discovery, inquiry or actual notification of the Company, whichever was first.

Customers Other than Residential:

In the event of an overcharge: An adjustment shall be made for the entire period that the overcharge existed, not to exceed sixty consecutive billing periods, calculated from the date of discovery, inquiry or actual notification of the Company, whichever was first.

In the event of an undercharge: An adjustment shall be made for the entire period that the undercharge existed, not to exceed twelve consecutive billing periods, calculated from the date of discovery, inquiry or actual notification of the Company, whichever was first.

- (a) No billing adjustment will be made where the full amount of the adjustment is less than \$1.00
- (b) Where, upon test, a meter error is found to be within the limits prescribed by 4 CSR 240-10.030 (18) as within the range of plus or minus 2%, no billing adjustment will be made.
- (c) When evidence of tampering is found, or there are misrepresentations of the use of service by the Customer, the Company will calculate the billing adjustment period in accordance with the applicable statute of limitations for the prosecution of such claim after determining the probable period during which such condition existed from all related and available information.
- (d) When the Customer has been undercharged, except as provided in (d) above, and a billing adjustment is made, the Customer may elect to pay the amount of the adjustment in equal installments over a period not to exceed the period for which the billing adjustment is made.
- (2) Proration of Delivery Charges – In the event the meter has not been in service for the entire billing period, the monthly Delivery Charge shall be prorated by dividing the number of days the meter was in service by the number of days in the billing period.

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**Atmos Energy Corporation**

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**CUSTOMER CREDIT AND DEPOSITS**

The Company shall have the right at any time to require the Customer to make a reasonable deposit in advance to establish credit, in accordance with 4 CSR 240-13.030 and 4 CSR 240-10.040 for non-residential Customers. (4 CSR 240-13.030 are the uniform standards regarding deposits and guarantees).

New Service

A security deposit may be required from a new residential Customer due to any of the following:

- (a) The Customer has an outstanding balance with the Company or another utility providing the same type of service an unpaid service account which accrued within the last five years and which, at the time of the request for service, remains unpaid and not in dispute.
- (b) The Customer has, in an unauthorized manner, interfered with or diverted the service of a utility providing the same service situated on or about or delivered to the Customer's premises within the last five years.
- (c) If the Customer is unable to meet one of the following:
  - 1. Owns or is purchasing a home;
  - 2. Is and has been regularly employed on a full-time basis for at least one (1) year;
  - 3. Has an adequate regular source of income; or
  - 4. Can provide adequate credit references from a commercial credit source.

The Company may require from any non-residential Customer a cash deposit, or, at the Company's option, a personal guarantee of a responsible person.

Continued Service

The Company may require a security deposit as a condition of continued service due to any of the following:

- (a) The service of the Customer has been discontinued for nonpayment of a delinquent account not in dispute.

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CUSTOMER CREDIT AND DEPOSITS (continued)

- (b) In an unauthorized manner, the Customer interfered with or diverted the service of the Company situated on or about or delivered to the Customer's premises.
- (c) A residential Customer has failed to pay an undisputed bill before the delinquency date for five (5) billing periods out of twelve (12) consecutive billing periods; however, that deposit for residential gas service assessed under the provisions of this section during the months of November, December and January may, if the Customer is unable to pay the entire deposit, be paid in installments over a six (6) month period unless the Company can show a likelihood that the Customer does not intend to pay for continued service. The Company shall, if it intends to require deposits from Customers who are delinquent for five out of the preceding twelve months, send a written notice explaining the Company's right to require a deposit or include such explanation with each written discontinuance notice.
- (d) The Company may require from any non-residential Customer, at any time, a cash deposit or, at the Company's option, a personal guarantee of a responsible person.

Deposit Terms and Conditions

- (a) A deposit shall not exceed two (2) times the highest bill for utility charges actually incurred or estimated to be incurred by the Customer during the most proximate twelve (12) month period at the service location, or, in the case of a new Customer who is assessed a deposit, one-sixth (1/6) of the estimated annual bill. The amount of any deposit or guarantee for non-residential Customers shall not exceed an estimated bill covering one (1) billing period plus thirty (30) days.
- (b) A deposit shall bear interest at a rate as set forth on Sheet No. 21 which shall be credited annually to the account of the Customer or paid upon the return of the deposit, whichever occurs first. Interest shall not accrue on any deposit after the date on which a reasonable effort has been made to return it to the Customer. Records shall be kept of efforts to return a deposit. This rule shall not preclude the Company from crediting interest upon each service account during one (1) billing cycle annually.
- (c) For residential Customers, upon satisfactory payment of all undisputed utility charges during the last twelve (12) billing months, it shall be promptly credited, with accrued interest, against charges stated on subsequent bills. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent, provided it is not in dispute. Payment of a disputed bill shall be satisfactory if made within ten (10) days of resolution or withdrawal of the dispute. The utility will withhold refund of a deposit pending the resolution of a dispute with respect to charges secured by the deposit.

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For non-residential Customers, the deposit shall be retained by the Company until service to the Customer's account is terminated.

- (d) Upon discontinuance or termination of service to a Customer, the Company will refund to the Customer the amount of any cash deposit, together with accrued interest thereon, remaining after the application of such deposit and interest to any indebtedness (including added charges for late payment) of the Customer to the Company within twenty-one (21) days of the rendition of the final bill.
- (e) The Company shall maintain records which show the name of each Customer who has posted a deposit, the current address of the Customer, the date and amount of the deposit, the date and amount of interest and information to determine the earliest possible refund date.
- (f) The Company may provide means where a Customer required to make a deposit may pay the deposit in installments unless the Company can show a likelihood that the Customer does not intend to pay for the service.
- (g) In lieu of a deposit, the Company may accept a written guarantee. The limit of the guarantee shall not exceed the amount of a cash deposit. A guarantor shall be released upon satisfactory payment of all undisputed utility charges during the last twelve (12) billing months. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent, provided it is not in dispute. Payment of a disputed bill shall be satisfactory if made within ten (10) days of resolution or withdrawal of the dispute.

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DISCONTINUANCE AND RESTORATION OF SERVICE

APPLICABLE FOR NON-HEAT-RELATED SERVICE ALL YEAR AND HEAT-RELATED SERVICE APRIL 1 THROUGH OCTOBER 31 OF EACH YEAR:

1. Reasons for Discontinuance of Service: The Company may discontinue service to a Customer for one or more of the following reasons:

- a. Nonpayment of an undisputed delinquent charge.
b. Failure to post a required security deposit or guarantee acceptable to the Company.
c. Unauthorized interference, diversion, or use of the utility service situated or delivered on or about the Customer's premises.
d. Failure to comply with the terms and conditions of a settlement agreement.
e. Refusal after reasonable notice to permit access at reasonable times to Company equipment installed on the Customer's premises for the purpose of inspection, meter reading, maintenance or replacement.
f. Misrepresentation of identity for the purpose of obtaining gas service.
g. Violation of any other rules of the Company on file with and approved by the Public Service Commission which adversely affects the safety of the Customer or other persons or the integrity of the utility's delivery system.
h. As provided by state or federal law.

2. Notice of Discontinuance: The Company shall go through the following process:

- a. The Company shall not discontinue service unless written notice by first class mail is sent to the Customer at least ten (10) days prior to the date of the proposed discontinuance. If written notice is hand delivered to the Customer, it shall be done at least ninety-six (96) hours prior to discontinuance.

At least twenty-four (24) hours preceding discontinuance of service to a residential Customer, the Company shall make reasonable efforts to contact the Customer to advise of the pending action and what steps must be taken to avoid discontinuance. Reasonable efforts in this context shall mean two telephone calls to the Customer's residence telephone number, a second letter or a door hanger.

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DISCONTINUANCE AND RESTORATION OF SERVICE (continued)

- b. Immediately preceding the discontinuance of residential service, the employee of the Company designated to perform such function shall, except in individual situations where the safety of the employee is a consideration, make a reasonable effort to contact and identify himself to the Customer or responsible person then at the premises and shall announce the purpose of his presence.
- c. When residential service is discontinued, the employee shall leave a notice at the premises in a conspicuous manner that service has been discontinued and the address and telephone number of the Company where the Customer may arrange to have service restored.
- d. If the Company dispatches an employee to the Customer's premises for the purpose of disconnection of service, after which the Customer makes payment in full of all charges owed to the Company, the Company may collect an additional service charge as set forth on Sheet No. 20 for dispatching the employee.
- e. The initial notice of discontinuance shall contain the following information:
  - i. The name and address of the Customer and the address, if different, where service is rendered;
  - ii. A statement of the reason for the proposed discontinuance of service and the cost for reconnection;
  - iii. The number of days until service will be discontinued unless appropriate action is taken;
  - iv. How a Customer may avoid the discontinuance;
  - v. The possibility of a settlement agreement if the claim is for a charge not in dispute and the Customer is unable to pay the charge in full at one time; and
  - vi. Telephone number and Company address where Customer may make inquiries.

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DISCONTINUANCE AND RESTORATION OF SERVICE (continued)

3. Situations where Discontinuance of Service may be Postponed:

- a. In the case where a non-residential billing is disputed, The Company will verify the accuracy of the bill and notify the Customer of the results of the verification before disconnecting.
- b. Provisions of 4 CSR 240-13.045 as reflected in Section 5 (below) will apply in the case of disputes registered by residential Customers. The Company will postpone the discontinuance of gas service to a residential Customer for a time not in excess of twenty-one (21) days if the discontinuance will aggravate an existing medical emergency of the Customer, a member of Customer’s family, or other permanent resident of the premises where service is rendered. The Company may require a Customer to provide satisfactory evidence that a medical emergency exists.
- c. Service shall not be discontinued on a day when Company personnel are not available to reconnect the Customer’s service or on the afternoon of a day immediately preceding such day.

4. Reconnection of Service

- a. All Customers having their service discontinued for failure to comply with the Company’s Rules and Regulations shall not be reconnected until satisfactory assurance is given that said Rules and Regulations will be observed.
- b. All Customers having their service discontinued for nonpayment of bills shall not be reconnected until all indebtedness due the Company for service shall have been paid. In such cases, the Company may require a cash deposit to secure future payment of bills.
- c. Service which is disconnected by the Company for Customer’s nonpayment of bills, failure to comply with applicable service regulations, or at Customer’s request may be restored upon payment by Customer of all indebtedness for gas service and the approved reconnection charge.

The Company will restore service five (5) days a week, subject to exceptions for holidays, consistent with 4 CSR 240-13.050(11), and will, at all times, make a reasonable effort to restore service on the day restoration is requested once the reason for the discontinuance is remedied and the request for service is made. In no event shall service be restored later than the next business day following the date requested by the Customer.

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DISCONTINUANCE AND RESTORATION OF SERVICE (continued)

- d. The Customer shall pay a reconnection charge as set forth on Sheet No. 20 if such reconnection is made during normal business hours (8:00 a.m. to 5:00 p.m., Monday through Friday, subject to exceptions for holidays) or a reconnection charge as set forth on Sheet No. 20 if such reconnection is required outside of normal business hours.

5. Disputes

- a. A Customer shall advise the Company that all or part of a charge is in dispute by written notice, in person or by a telephone message directed to the Company during normal business hours. A dispute must be registered with the Company at least twenty-four (24) hours prior to the date of proposed discontinuance for a Customer to avoid discontinuance of service as provided above.
- b. When a Customer advises the Company that all or part of a charge is in dispute, the Company shall record the date, time and place the contact is made; investigate the contact promptly and thoroughly; and attempt to resolve the dispute in a manner satisfactory to both parties.
- c. Failure of a Customer to participate with the Company in efforts to resolve an inquiry which has the effect of placing charges in dispute shall constitute a waiver of the Customer's right to continuance of service and the Company, not less than five (5) days after provision of the notification required by paragraph (i), may proceed to discontinue service unless the Customer files an informal complaint with the Commission within the five (5)-day period.

Customers presenting frivolous disputes shall have no right to continued service. The Company, before proceeding to discontinue the service of a Customer presenting a dispute it deems frivolous, shall advise the Consumer Services Department of the Commission of the circumstances. The Consumer Services Department shall attempt to contact the Customer by telephone and ascertain the basis of the dispute. If telephone contact cannot be made, the Consumer Services Department shall send the Customer a notice by first class mail stating that service may be discontinued by the Company unless the Customer contacts the Consumer Services Department within twenty-four (24) hours. If it appears to the Consumer Services Department that the dispute is frivolous or if contact with the Customer cannot be made within seventy-two (72) hours following the Company's report, the Company shall be advised that it may proceed to discontinue service. If it appears that the dispute is not frivolous, service shall not be discontinued until ten (10) days after the notice required by Section 2 (a) above has been sent to the Customer by the Company. The Customer shall retain the right to make an informal complaint to the Commission.

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DISCONTINUANCE AND RESTORATION OF SERVICE (continued)

- d. If a Customer disputes a charge, the Customer shall pay to the Company an amount equal to that part of the charge not in dispute. The amount not in dispute shall be mutually determined by the parties. The parties shall consider the Customer's prior consumption history, weather variations, the nature of the dispute and any other pertinent factors in determining the amount not in dispute.
- e. If the parties are unable to mutually determine the amount not in dispute, the Customer shall pay to the Company, at the Company's option, an amount not to exceed fifty percent (50%) of the charge in dispute or an amount based on usage during a like period under similar conditions which shall represent the amount not in dispute.
- f. Failure of the Customer to pay to the Company the amount not in dispute within four (4) working days from the date that the dispute is registered or by the delinquent date of the disputed bill, whichever is later, shall constitute a waiver of the Customer's right to continuance of service and the Company may then proceed to discontinue service as provided above.
- g. If the dispute is ultimately resolved in favor of the Customer in whole or in part, any excess moneys paid by the Customer shall be refunded promptly.
- h. If the Company does not resolve the dispute to the satisfaction of the Customer, a Company representative shall notify the Customer that each party has a right to make an informal complaint to the Commission, and of the address and telephone number where the Customer may file an informal complaint with the Commission. If a Customer files an informal complaint with the Commission prior to advising the Company that all or a portion of a bill is in dispute, the Commission shall notify the Customer of the payment required by paragraphs (e) or (f) of this Section.
- i. The Company may treat a Customer complaint or dispute involving the same question or issue based upon the same facts as already determined and is not required to comply with these rules more than once prior to discontinuance of service.

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DISCONTINUANCE AND RESTORATION OF SERVICE (continued)

COLD WEATHER MAINTENANCE OF SERVICE

APPLICABLE FOR RESIDENTIAL HEAT-RELATED UTILITY SERVICE FROM NOVEMBER 1 THROUGH MARCH 31 IN CONFORMANCE WITH 4 CSR:240-13.055:

- 6. Notice Requirements: From November 1 through March 31, prior to discontinuance of service due to nonpayment, the Company shall:
  - a. Notify the Customer, at least ten (10) days prior to the date of the proposed discontinuance, by first-class mail, and in the case of a registered elderly or handicapped Customer, the additional party listed on the Customer's registration form, of the Company's intent to discontinue service. The contact with the registered individual shall include initially two (2) or more telephone call attempts with the mailing of the notice;
  - b. Make further attempts to contact the Customer within ninety-six (96) hours preceding discontinuance of service either by a second written notice as in (a) above, or a door hanger, or at least two (2) telephone call attempts to the Customer;
  - c. Attempt to contact the Customer at the time of the discontinuance of service in the manner specified in Paragraph 2 (c) above.
  - d. Make a personal contact on the premises with a registered elderly or handicapped Customer or some member of the family above the age of fifteen (15) years at the time of the discontinuance of service; and
  - e. Ensure that all of the notices and contacts required in this section shall describe the terms for provision of service under this rule, including the method of calculating the required payments, the availability of financial assistance from the Division of Family Services and social service or charitable organizations that have notified the Company that they provide that assistance and the identity of those organizations.
  
- 7. Weather Provisions: Discontinuance of gas service to all residential users, including all residential tenants of apartment buildings, for nonpayment of bills where gas is used as the source of space heating at the residence shall not occur:
  - a. On any day when the National Weather Service local forecast between 6:00 a.m. to 9:00 a.m., for the following twenty-four (24) hours predicts that the temperature will drop below thirty-two degrees Fahrenheit (32° F); and

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DISCONTINUANCE AND RESTORATION OF SERVICE (continued)

- b. On any day when Company personnel will not be available to reconnect gas service during the immediately succeeding day(s) (Period of Unavailability) and the National Weather Service local forecast between 6:00 a.m. and 9:00 a.m. predicts that the temperature during the Period of Unavailability will drop below thirty-two degrees Fahrenheit (32° F).
- 8. Discontinuance of Service: From November 1 through March 31, the Company will not discontinue heat-related residential gas service due to nonpayment of a delinquent bill or account provided:
  - a. The Customer contacts the Company and states Customer’s inability to pay in full;
  - b. The Customer applies for financial assistance in paying Customer’s heat-related gas bill from any federal, state, local or other heating payment fund program for which Customer may be eligible;
  - c. The Company receives an initial payment and the Customer enters into a payment agreement both of which are in compliance with section (11) below;
  - d. The Customer complies with the Company’s requests for information regarding the Customer’s monthly or annual income; and
  - e. There is no other lawful reason for discontinuance of gas service.
- 9. Deposit Provisions: The Company will not assess a new deposit or bill deposits that were previously assessed during or after the winter period to those Customers who enter into a payment agreement and make timely payments in accordance with that agreement.
- 10. Reconnection Provisions: If the Company has discontinued heat-related gas service to a residential Customer due to nonpayment of a delinquent account, the Company, from November 1 through March 31, shall reconnect service to that Customer without requiring a deposit, provided:
  - a. The Customer contacts the Company, requests the Company to reconnect service and states an inability to pay in full;
  - b. The Customer applies for financial assistance in paying Customer’s heat-related gas bill from any federal, state, local or other heating payment fund program for which Customer may be eligible;
  - c. The Company receives an initial payment and the Customer enters into a payment agreement both of which are in compliance with section (11) below;

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- d. The Customer complies with the requests of the Company for information regarding the Customer's monthly or annual income.
- e. None of the amount owed is an amount due as a result of unauthorized interference, diversion or use of the Company's service, and the Customer has not engaged in such activity since last receiving service; and
- f. There is no other lawful reason for continued refusal to provide gas service.

11. Payment Agreements: The payment agreement for service under this Section shall comply with the following:

a. A pledge of an amount equal to any payment required by this section by the agency that administers LIHEAP, Utilicare or ECIP, or a combination of these, shall be deemed to be the payment required. The Company shall confirm in writing the terms of any payment agreement under this section, unless the extension granted the Customer does not exceed two (2) weeks.

b. Payment Calculations:

- 1. The Company shall first offer a twelve (12)-month budget plan which is designed to cover the total of all preexisting arrears, current bills and the Company's estimate of the ensuing bills.
- 2. If the Customer states an inability to pay the budget plan amount, the Company and the Customer may, upon mutual agreement, enter into a payment agreement which allows payment of preexisting arrears over a reasonable period in excess of twelve (12) months. In determining a reasonable period of time, the Company and the Customer shall consider the amount of the arrears, the time over which it developed, the Customer's payment history, and the Customer's ability to pay.
- 3. The Company shall permit a Customer too enter into a payment agreement to cover the current bill plus arrearages in fewer than twelve (12) months if requested by the Customer.
- 4. The Company may revise the required payment in accordance with its budget/levelized payment plan.

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DISCONTINUANCE AND RESTORATION OF SERVICE (continued)

c. Initial Payments:

- 1. For a Customer who has not defaulted on a payment plan under this cold weather section, the initial payment shall be the amount of the monthly payment calculated above.
- 2. For a Customer who has defaulted on a payment plan under this cold weather section, the initial payment amount shall be an amount equal to the total of the delinquent installments, unless the Company and the Customer agree to a lesser amount.

12. If the Company refuses to provide service pursuant to this Cold Weather Section and the reason for refusal of service involves unauthorized interference, diversion or use of the Company's service situated or delivered on or about the Customer's premises, the Company shall maintain records concerning the refusal of service which, at a minimum, shall include: the name and address of the person denied reconnection, the names of all Company personnel involved in any part of the determination that refusal of service was appropriate, the facts surrounding the reason for the refusal and any other relevant information

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month day year

DATE EFFECTIVE: April 1, 2007  
month day year

ISSUED BY: Patricia Childers  
name of officer

Vice President-Rates and Regulatory Affairs  
title

Franklin, TN  
address

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

**FOR – All Areas**

**Name of Issuing Corporation**

**Community, Town or City**

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FACILITIES AND RESPONSIBILITIES

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1. Company Facilities at or on Customer Premises and Responsibilities: The Company will supply the Customer with gas through meters owned by the Company. Facilities, including meters and regulators installed to provide gas service to Customer, whether on the Customer's premises or not, shall be and remain the property of Company and are subject to removal only by the Company. All Company facilities may be removed when gas service is terminated.

- 1.1 Metering: The Company will furnish, install and maintain all metering equipment necessary for measuring and billing the gas supplied to Customer.

- (a) Location of Meter: Meters shall normally be located at the Customer's building wall nearest the Company's gas main and as close to the Customer-owned piping as practical.
- (b) Meter Accuracy and Testing: The Company shall test meters in accordance with the statistical sampling authorized by the Commission in Case No. GE-2003-0007 in which the Commission granted the Company's predecessor a variance from the requirements of Rule 4 CSR 240-10.030(19) relating to the removal, testing, and inspection of gas meters.

Whenever a meter so tested has an error of more than two percent, bills shall be adjusted for the amount of over registration and may be adjusted for under registration. For the purposes hereof, the error shall be considered to have existed for the twelve months preceding the test or for the time the meter has been in service, if less than twelve months. The time periods for the adjustment shall not exceed the time periods set forth in Sheet Nos. 83 and 84 Billing Adjustments. In the case of a stopped meter, the Customer shall be billed estimated consumption for the period of non-registration, based upon the Customer's use of gas in a similar period of like use or as estimated by the Company.

- (c) Upon receipt of written request from the Customer to do so, the Company will make a special test as to the accuracy of the metering equipment. The Customer shall be notified of the time and place of such test so that Customer may be present to witness it should Customer so desire. The test result will be sent to the Customer requesting same, the original record being kept on file at the office of the Company in accordance with 4 CSR 240-10.030(2). If the test on the meter is within two percent (2%) of accurate, then the cost of performing the test as set forth on Sheet No. 20 shall be paid by the Customer.

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**ISSUED BY: Christopher D. Krygier – Director, Regulatory & Govt. Affairs**

**DATE EFFECTIVE: June 9, 2016**

month day year

**Jackson, MO**

Cancelling P.S.C. MO. No. 1

Atmos Energy Corporation

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

FACILITIES AND RESPONSIBILITIES (continued)

If the tested meter is inaccurate by more than two percent (2%), then the cost of the test shall not be charged to the Customer. The Company shall make a test of the accuracy of any gas service meter free of charge upon request of a Customer, provided that the meter has not been tested within twelve months of such request.

2. Customer Facilities and Responsibilities

2.1 Customer's Responsibilities to Company Relating to Gas Facilities

- a. The Customer shall exercise reasonable care to protect Company property on Customer's premises from loss or damage. Customer shall be liable for any loss of property or damage thereto and shall pay to Company the cost of appropriate repairs or replacements for such loss or damage to property. When there is a change in the Customer's operation or construction that in the judgment of the Company makes the relocation of facilities necessary or if relocation is required by the Customer, the Company will move such facilities at the Customer's expense to an acceptable location on the Customer's premises.
- b. The Customer shall provide a suitable place for the Company gas meter satisfactory to the Company. The Company shall determine that the installation location is protected from corrosion, anticipated vehicular traffic and other damages. Subsequent to its installation, the Customer shall see that the meters are protected from damage or accident and will not permit any person other than the agent of the Company, or a person lawfully authorized to do so, to remove, inspect or handle the meter.
- c. The Company's authorized agent shall have access to the Customer's premises at all times to inspect, read, repair or remove its meters and other property and at all reasonable times to inspect the appliances installed on Customer's premises.
- d. In the event of the escape of gas, Customer shall take reasonable precaution to prevent ignition of escaping gas and shall immediately notify the Company.
- e. The Customer shall not construct buildings over a gas service line and/or enclose gas metering equipment. In the event a Customer builds over the gas service line and/or encloses the gas meter, the cost of relocation shall be paid by the Customer.
- f. In the case where the Customer is not the owner of the premises or of intervening property between the premises and the Company's main, the Customer shall obtain from the property owner, or owners, the necessary consent to the installation and maintenance on the premises and on such intervening property or all piping, or other gas equipment required for the supply of gas to the Customer.

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month day year

DATE EFFECTIVE: April 1, 2007  
month day year

ISSUED BY: Patricia Childers  
name of officer

Vice President-Rates and Regulatory Affairs  
title

Franklin, TN  
address

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FOR – All Areas

Atmos Energy Corporation

Name of Issuing Corporation

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FACILITIES AND RESPONSIBILITIES (continued)

- g. The Company assumes no responsibility in connection with the installation, maintenance or operation of the Customer's equipment and reserves the right to discontinue service if equipment is in an unsafe condition.

2.2 Customer's Responsibilities for its Facilities

- a. The Customer shall own, install and maintain gas piping, connections, vents, and appliances on its side of the point of delivery in the condition required by the governmental authorities having jurisdiction. This will be accomplished at the Customer's expense. The Customer shall so use the equipment as not to disturb the Company's service to other Customers.
- b. The Customer, or owner, shall bring its piping to the point of delivery. Any change of locations of service line or meter requested by the Customer shall be done by Company at the expense of the Customer or owner. Upon written request of the Customer or owner, Company will, at its convenience, make repairs to, replacements of, or clear obstructions in piping of the Customer or owner, and may charge the Customer or owner for such labor, material, and overhead costs as are necessary to place Customer's piping in good operating condition.
- c. All Customer's piping and gas burning equipment will be in accord with the National Fire Protection Association (NFPA) Pamphlet #54, also known as American National Standards Institute (ANSI) Pamphlet #Z223.1, also known as the National Fuel Gas Code, and the then current A.G.A. Standard at the time of such installation, or other codes as adopted by the local governing authority.
- d. Loss of gas due to leakage from Customer's piping beyond the point of delivery shall be considered to be consumption by the Customer.
- e. In the event of tampering or unauthorized use of Company's facilities, the probable gas consumption shall be estimated by Company and billed at the highest rate for the period of tampering to Customer for the entire period of tampering to the extent allowed by law. If the duration of such tampering or unauthorized use is not known, it shall be conclusively presumed to have been since the commencement of Customer's service.

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name of officer

Vice President-Rates and Regulatory Affairs  
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FOR – All Areas

Atmos Energy Corporation

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EXTENSION POLICY

Whenever facilities must be installed to a site not previously served the following policy will apply:

- (1) Facilities Provided: The Company will install, own, operate and maintain all gas mains and service lines and meters, including regulators, valves, cathodic protection, and other devices necessary to provide service. Gas main extensions shall be made only along public streets, roads or highways and upon private property across which satisfactory rights of way or easements have been provided to the Company.
- (2) Cost of Facilities for Permanent Gas Service: Subject to the following limitations, the Company will install, own, operate and maintain all facilities to the point of delivery.

(A) Free Extension Allowance

Any extension from existing mains to the point of connection with Customer's service line, whether on public property or on private property, is considered to be an extension of a main. Any extension, from existing mains or from an extension of a main as defined above, to Customer's property for service to Customer shall be considered a part of the service line to serve such Customer.

Gas mains will be extended by the Company to supply new Customers, without additional charge for any extension, provided the length of such extension does not exceed the length calculated using the following formula:

1. General

- a. No free length allowance will be made for usage for temporary, standby, auxiliary, or emergency use only. In addition, no free length allowance will be made for Minor Gas Appliances such as gas logs or gas grills.
- b. The Company is under no obligation to provide a free length allowance under the interruptible rate schedules.
- c. In no case will the Company build, without cost to the applicant, more service line than is necessary to reach the acceptable meter location by the most economical route, even though any additional line would still come within the free allowance.

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title

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address

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FOR – All Areas

Atmos Energy Corporation

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## EXTENSION POLICY (continued)

2. Residential Customers – Free length = 150 feet.

This free length allowance is based upon extension of a 2-inch polyethylene main and the use of natural gas for primary space heating by the Customer. If Customer's load requires a larger and/or steel main, Customer will be required to deposit the difference between the estimated cost of the main required to serve Customer and the estimated cost of the free extension calculated by this formula.

3. Residential Developments

Where an extension is required for lots under development in a subdivision, the Developer may be required to deposit with the Company, in advance, an amount equal to the Company's estimated cost of the required extension.

4. Commercial and Industrial Customers

- a. For each firm Customer whose annual consumption is estimated by the Company to be 500 Mcf or less, the free length shall be computed in accordance with Paragraph 2 of this section.
- b. For each firm Customer whose annual consumption is estimated by the Company to be over 500 Mcf, the free length, if any, will be determined on an individual feasibility basis, considering the required investment, character and economic life of the load, and other appropriate information, including, but not limited to, overhead costs or charges.

## (B) Extensions Beyond the Free Limit – Residential and Commercial

1. Upon completion of a "Main Extension Contract" the Company will extend its mains to a Customer beyond the free length, provided the Customer deposits an amount of money with the Company sufficient to cover the construction expense for service to the Customer in excess of the free length of 2-inch polyethylene main. All costs of the Company referred to shall include applicable material, labor (contractors or Company personnel), and overhead costs. A copy of the Company's estimate of the cost of construction, including direct and overhead costs, shall be furnished to the Customer or Developer upon request prior to construction.

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month day yearISSUED BY: Patricia Childers  
name of officerVice President-Rates and Regulatory Affairs  
titleFranklin, TN  
address

Cancelling P.S.C. MO. No. 1

Atmos Energy Corporation

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

EXTENSION POLICY (continued)

- 2. As additional Customers are served through service lines connected directly to the specifically involved main extension within five (5) years of its completion date, the original Customer(s) or Developer shall be refunded an amount determined as follows:
  - a. The contract with the original Customer(s) shall set forth the estimated cost per foot for a normal 2-inch polyethylene main extension.
  - b. The Company will estimate the annual gas consumption (Mcf) of each new Customer added to the main extension.
  - c. The refund shall be determined by the following formula:  
  

$$\text{Refund} = \text{The estimated cost per foot from (a) times the estimated annual gas consumption (Mcf) for the new Customer.}$$
  - d. The refund to the original Customer(s) or Developer shall not exceed the amount of the original construction estimate deposited with the Company.
  - e. No interest shall be paid on the construction estimate deposit.
  - f. The refund(s) due, if any, to the original Customer(s) will be calculated and paid on June 1 of every year. Refunds will not be made at any other time.
- 3. In any case in which the owner of property or of an existing residence refuses to participate in the funding of the deposit, but within five (5) years of the refusal, requests gas service, such person shall be billed a proportionate amount based upon the total number of services estimated to be installed at the time the deposit level was derived. Upon receipt of that payment, the Company shall refund same to those Customers who financed the main extension, in proportion to that deposit.

(C) Meters and Services:

- 1. Company will install necessary meter connections and meter without charge subject to the other provisions of these Rules and Regulations.

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name of officer

Vice President-Rates and Regulatory Affairs  
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EXTENSION POLICY (continued)

- 2. New service piping, up to and including a size 3/4 inch in diameter, will be installed by the Company free of charge for residential and for commercial Customers whose annual consumption is 500 Mcf or less, from its distribution main to the private property line of the applicant or other private property line through which the service shall be constructed, and for an additional length, from such property lines to the point of delivery determined in accordance with these Rules and Regulations, as is determined by the allowance per Customer for each major use of gas appliances and equipment specified below:

<u>Residential and Commercial Service</u>	<u>Allowance</u>
Gas Space Heating Equipment	60 feet
Gas Water Heater or Gas Dryer	40 feet

This free service piping allowance will not apply for temporary service or for the use of Minor Gas Appliances such as gas logs or gas grills.

- 3. For each industrial Customer and commercial Customer whose annual consumption is over 500 Mcf, the free length of service, if any, will be determined on an individual feasibility basis considering the required investment, character, and economic life of the load, and other appropriate information.

For service piping in excess of the portion installed at Company expense pursuant to paragraph 2. above, Customer will be charged for such excess footage, based on the average cost to the Company, for installing service piping during the preceding calendar year. The rate per linear foot of service will be the average cost incurred during the preceding calendar year for installing such service pipe. Any charges for installing excess service piping are payable in advance. For excess service piping pursuant to paragraph 3. above, the Customer will be charged for the actual cost of such excess service piping. The Company will attempt to estimate the cost for the Customer based upon known and observable conditions; however, the Customer shall pay for any additional expense occasioned by any abnormal construction on or conditions of the Customer's property, such as rock excavation.

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name of officer

Vice President-Rates and Regulatory Affairs  
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address

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FOR – All Areas

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EXTENSION POLICY (continued)

- (3) Cost of Facilities for Temporary Gas Service : Whenever the Company is asked to install facilities to provide service which is not permanently required, the Customer shall pay to the Company, in advance an amount equal to the estimated cost of providing the service, in addition to the regular charges for service under the applicable rate schedule.
- (4) Where a Contribution is Required: Prior to the construction of facilities for which a contribution is required, the Company will prepare an estimate of the cost of installing the facilities and present a copy to the Customer requesting the construction. The estimate will include all direct, indirect, and overhead costs. The amount of the allocation of indirect and overhead costs is derived by application of unit costs or allocation percentages, determined from historical experience and applied in a manner consistent with the application of indirect costs and overhead to other types of work orders, construction jobs and/or charges.
- (5) Customers having to modify their fuel lines to accommodate a new meter location required under Section 15 of 4 CSR 240-40.030 shall be entitled to a reimbursement by the Company not to exceed \$500. Customer shall promptly present proof of expenses incurred to the Company. Company will install a service line to the structure at no cost to the Customer which is considered part of the Company's Replacement Program for Unprotected Steel Service Lines and Yard Lines.

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month day year

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month day year

ISSUED BY: Patricia Childers  
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Vice President-Rates and Regulatory Affairs  
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Franklin, TN  
address

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

Atmos Energy Corporation

Name of Issuing Corporation

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BUDGET BILLING PLAN

This plan is available to all residential Customers and other Customers whose average consumption is less than two hundred fifty (250) Ccf per month. The Customer may enroll in the Budget Billing Plan at any time during the calendar year. To be accepted as a Budget Billing customer, the account balance must be paid in total before the customer is put on Budget Billing. At enrollment, the customer shall acknowledge that this Budget Billing Plan will continue until the customer:

1. Notifies the Company in writing or by telephone to discontinue the plan, or
2. Incurs two delinquent actions on the account.

The Company has a Budget Billing Plan available for the convenience of its customers. The Plan is designed to help levelize payment for gas service over a period of twelve months. The Budget Billing Plan amount will be determined based on historical or estimated usage and billing amounts. Levelizing adjustments will be made as frequently as each month. The following is the formula used to calculate a customer's Budget Billing Plan amount:

$$\frac{\text{(Sum of all charges net of Adjustments not to exceed twelve calendar months)}}{\text{(Number of bills issued not to exceed twelve calendar months)}}$$

The Customer may request termination of the plan at any time but will be required to bring the account to the current balance. If a credit balance remains, the Customer may obtain a refund or apply the credit balance to charges for future months' service. To receive a refund, the credit balance must exceed \$10.00.

As noted above, the Customer will be removed from the Plan after two delinquent actions and will be required to bring the account to the current balance. When payment is delinquent, a debit account balance shall be subject to the same collection procedures as other accounts. If the account balance is a credit, the Budget Billing Plan may be terminated after not less than 30 days.

DATE OF ISSUE: July 11, 2008

Month Day Year

DATE EFFECTIVE: August 11, 2008

Month Day Year

ISSUED BY: Mark A. Martin, Vice President, Rates & Regulatory Affairs, Kentucky/Midstates Division Owensboro, KY

Name of Officer

Title

Address

FILED  
Missouri Public  
Service Commission

Atmos Energy Corporation

Name of Issuing Corporation

Community, Town or City

**CURTAILMENT OF SERVICE**

Priorities of Service

Purpose: The purpose of this rule is to establish the priority of service required to be provided by Company during periods of curtailments caused by natural gas supply deficiencies and/or pipeline capacity constraints.

Curtailments: During periods of natural gas supply deficiencies and/or capacity constraints on the Company’s pipeline system, the Company will curtail or limit gas service to its Customers (or conversely allocate its available supply of gas) as provided in this rule. Curtailment may be initiated due to a supply deficiency, a limitation of pipeline capacity or a combination of both. The Company will curtail service only in the areas which are affected by gas supply deficiencies and/or the capacity constraints. For the purposes of this rule, interruption of service to a particular Customer due to the failure of the Customer’s transportation volumes to be delivered to the Company does not constitute curtailment under this rule. If, in the Company’s opinion, supplies and capacity are available, the Company may allow limited gas service for plant protection.

Priority Categories: Each Customer’s requirements shall be classified into priority categories. The priority categories to be utilized by the Company for allocating available gas service, listed in their order of priority, with Category 5 being the lowest priority and Category 1 being the highest priority of service to be retained, are listed below. Service will be curtailed for each category on a pro rata basis in accordance with the order of priorities set forth below:

For a Company Sales Service Supply Deficiency:

- Category 1: Sales service to residential Customers, public housing authorities, public schools, hospitals and other human needs Customers receiving firm sales service from the Company.
- Category 2: Commercial firm sales service.
- Category 3: Industrial firm sales service.
- Category 4: Commercial Service Interruptible sales service.
- Category 5: Industrial Service Interruptible sales service.

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month day year

ISSUED BY: Patricia Childers  
name of officer

Vice President-Rates and Regulatory Affairs  
title

Franklin, TN  
address

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FOR – All Areas

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**CURTAILMENT OF SERVICE (CONT'D)**

For Pipeline System Capacity Deficiency:

Category 1: Service to residential Customers, public housing authorities, public schools, hospitals and other human needs Customers receiving firm service from the Company.

Category 2: Commercial firm service.

Category 3: Industrial firm service.

Category 4: Commercial Service Interruptible service.

Category 5: Industrial Service Interruptible service.

Curtailment Procedures: Notice shall be given to all affected Customers by telephone or in writing via e-mail or fax for Customers in Categories 3, 4 and 5 above. Notice shall be given to all other affected Customers via mass media (radio and television). Notice shall be given as far in advance as possible and may be changed by the Company as conditions warrant.

Curtailment shall be assigned initially to the lowest priority category (Category 5) and successively to each higher priority category as required. Should partial service only be available to an affected category, deliveries to individual Customers shall be limited to the Customer's pro rata share of available supply or capacity, such allocation to be based on the ratio of the Customer's requirements in the category for which partial service is available to the aggregate requirements of all the Company's Customers in the same category.

The Customer will designate a telephone number, fax number or e-mail address to be notified when curtailment periods are to begin and end. When ordered to curtail, the Customer will discontinue use of gas service as promptly as possible, but no later than two hours after receiving notice to curtail use. Should the Customer fail to discontinue service after receiving notice, the Company shall have the right to physically disconnect the service facilities.

The Company shall not be liable for any loss or damage that may be sustained by Customers by reason of any interruption and/or curtailment of service. If continuity of fuel supply is required by the Customer, the Customer should install and maintain whatever stand-by fuel and fuel-burning equipment may be needed.

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Vice President-Rates and Regulatory Affairs  
title

Franklin, TN  
address

Atmos Energy Corporation

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

**CURTAILMENT OF SERVICE (CONT'D)**

Curtailment Overrun Penalties; Overrun Penalty: Volumes of gas taken at any time in excess of the amount specified by the Company in the interruption as being available to Customer shall constitute overrun gas. If the Customer causes the Company to incur pipeline supplier penalties, those penalties will be assessed to the Customer causing such overrun penalties. Penalty charges of \$500.00 plus \$2.50 per Ccf of such overrun volumes shall be paid by Customer in addition to all other charges payable hereunder. When a charge is levied for the third time within three years, in addition to this penalty, the Company may, at its discretion, make interruptible service and transportation service no longer available to the Customer, and the Customer may be automatically transferred to a firm rate schedule.

The Company shall have the right, in its sole discretion, to waive any portion of the overrun penalties, excluding overrun penalties assessed the Company by the pipeline supplier, on a non-discriminatory basis for good cause. An example of good cause in this instance would be an emergency situation where the Customer cannot immediately comply with the curtailment directed by the Company through no intentional act by the Customer. 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.

Penalty charge revenues shall be considered Purchased Gas Adjustment revenue recovery for Actual Cost Adjustment factor computations.

Relief from Liabilities: The Company shall be relieved of all liabilities, penalties, charges, payments and claims of whatever kind, contractual or otherwise, resulting from or arising out of the Company's failure to deliver all or any portion of the volumes of gas desired by a particular Customer to the extent that such failure results from the implementation of the priority of service plan or curtailment procedures herein prescribed, or from any other orders or directives of duly constituted authorities, including, but not limited to, all regulatory agencies having jurisdiction.

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month day year

ISSUED BY: Patricia Childers  
name of officer

Vice President-Rates and Regulatory Affairs  
title

Franklin, TN  
address

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

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

EXCESS FLOW VALVES

EXCESS FLOW VALVES (EFV): To comply with the United States Department of Transportation Regulation 49 CFR Part 192.383, the Company will install an EFV for certain new or replaced eligible gas service lines \*, at no cost to the customer. These include:

- Single family residences
- Multi-family residences, and
- Small commercial entities consuming natural gas volumes not exceeding 1,000 Standard Cubic Feet per Hour

In addition, a customer may request an EFV be installed on an existing service line at their own expense, based upon suitable payment arrangements agreed to by the Company. If the service line is eligible \* for EFV installation, the Company will install the EFV on a mutually agreed date at a cost as set forth below:

Installation of an EFV on an eligible service line for an existing customer when requested by the customer and when service is not being replaced will consist of:

- A. EFV Standard Charge: Customer may request installation of an excess flow valve consisting of a valve and labor for a standard charge of \$1,500 (based on typical minimum requirements) for the EFV installation, subject to the provisions of Section B. Costs for minimum installation requirements will be based on time and material.
- B. EFV Installation Beyond or Less than the EFV Standard Charge: Company shall provide an estimate of the actual cost of installation prior to undertaking an installation. Installation of an EFV in excess of that provided by the Standard Charge as determined under Section A will be made by the Company, provided the applicant requesting installation of an EFV deposits, as a contribution-in-aid-of-construction, the Company’s estimated cost of such excess. Any variation between any charge under Section A or this Section B and the actual cost of installation shall be refunded to customer within 60 days.

\*Eligibility to install an EFV device will depend upon operating conditions in effect for the service, such as the inlet pressure, which may not allow the EFV to operate effectively.

DATE OF ISSUE: June 8, 2018  
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DATE EFFECTIVE: ~~July 8, 2018~~ July 1, 2018  
month day year

ISSUED BY: Christopher D. Krygier  
name of officer

Director Rates & Regulatory Affairs **FILED** Jackson, MO  
title address

Missouri Public Service Commission  
GR-2018-0013; YG-2018-0165

Cancelling P.S.C. MO. No. 1

Atmos Energy Corporation

FOR – All Areas

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OTHER CONDITIONS OF SERVICE

The Company shall endeavor to furnish continuous service to the Customer but does not guarantee uninterrupted service. Further, the Company shall not be liable for loss or damage resulting from interruptions or deficiencies in service occasioned by any cause except willful default or willful neglect on its part.

Gas purchased from the Company shall be used by the Customer at one location and shall not be resold. The term "one location", as used herein, shall include separate buildings only if such separate buildings are immediately adjacent and not separated by either private or public right-of-way.

The Company will determine the adjustment, if any, to be made for wastage of gas occurring without knowledge to the Customer, on the basis of the circumstances involved in each specific instance.

Additional Load: Meters and equipment supplied by the Company for each Customer have definite capacities and no major addition to the equipment or load connected hereto shall be made except by consent of the Company. Failure to give notice of additions or changes in load, and to obtain Company's consent for same, shall render the Customer liable for any damage to any of Company's lines or equipment caused by the additional load or changed installation. The Customer agrees to notify the Company of any material changes in his installation or load conditions. Upon such notification, the Company will assist in determining if a change in rates is desirable. Unless required by substantial changes in the Customer's installation, not more than one change in rates will be made within any twelve-month period.

A Customer applying for or receiving gas service who also obtains a portion of its gas requirements from a source other than the Company is deemed to have partial service. The Customer shall, at its own expense, install and maintain at or after the Point of Delivery in a manner acceptable to the Company, adequate valves, switched or other equipment to segregate the delivery of Company provided or transported gas. This is necessary to preclude any commingling of gas from other sources with the natural gas delivered by the Company. This provision does not apply to pipeline quality natural gas purchased by the Customer from a source other than the Company and transported through the Company system.

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ISSUED BY: Patricia Childers  
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Vice President-Rates and Regulatory Affairs  
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Franklin, TN  
address

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

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

PROMOTIONAL PRACTICES

RESIDENTIAL SECTOR

Builder 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.

DATE OF ISSUE: November 20, 2024  
month day year

DATE EFFECTIVE: January 8, 2025  
month day year

ISSUED BY: Charlotte Emery  
name of officer

Sr. Director, Rates and Regulatory Affairs  
title

Joplin, Mo  
address

FILED - Missouri Public Service Commission - 01/08/2025 - GR-2024-0106 - JG-2025-0075

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

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

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

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

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

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

PROMOTIONAL PRACTICES (continued)

RESIDENTIAL SECTOR (continued)

ENERGIZE LIBERTY HOMES

PURPOSE:

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 (≤ 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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Joplin, Mo  
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Liberty Utilities (Midstates Natural Gas) Corp  
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FOR – All Areas

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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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ISSUED BY: Charlotte Emery  
name of officer

Sr. Director, Rates and Regulatory Affairs  
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Liberty Utilities (Midstates Natural Gas) Corp  
d/b/a Liberty Utilities

FOR – All Areas

Name of Issuing Corporation

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

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

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

FOR – All Areas

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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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ISSUED BY: Charlotte Emery  
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Sr. Director, Rates and Regulatory Affairs  
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Joplin, Mo  
address

Cancelling P.S.C. MO. No. 1

Atmos Energy Corporation

Name of Issuing Corporation

Community, Town or City

RESERVED FOR FUTURE USE

DATE OF ISSUE: March 1, 2007  
month day year

DATE EFFECTIVE: April 1, 2007  
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ISSUED BY: Patricia Childers  
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Vice President-Rates and Regulatory Affairs  
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Franklin, TN  
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Liberty Utilities (Midstates Natural Gas) Corp.

d/b/a Liberty Utilities or Liberty

FOR – All Areas

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Community, Town or City

## ENERGY CONSERVATION AND EFFICIENCY PROGRAM

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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ISSUED BY: Charlotte Emery

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Joplin, Mo

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

FOR – All Areas

Name of Issuing Corporation

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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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Liberty Utilities (Midstates Natural Gas) Corp.

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FOR – All Areas

Name of Issuing Corporation

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**BILLING AND PAYMENT- Non-Standard Metering Service (Opt-Out)**

- (1) Non-Standard Metering Service is available for any individual Residential Customer whose premise(s) is metered with a Company standard meter with wireless communications (Standard Meter) and requests to have metering service utilizing a Company Non-Standard digital meter without wireless communications (Non-Standard Meter) in accordance with 20 CSR 4240-10.035.
- (2) In order to begin receiving Non-Standard Metering service under this Rule, the Customer must complete the following requirements:
- The Customer must sign and return to the Company the Residential Non-Standard Metering Service Acknowledgment Form (Acknowledgement Form) accepting all fees, requirements, and limitations of this Rule. The Acknowledgement Form can be obtained from the Company website or by contacting the Company Customer Care Center and requesting a hard copy be mailed to their premise(s).
  - The Customer must pay a required, and non-refundable, Non-Standard Meter Initial Setup Charge per Non-Standard Meter as shown on UTILITY RELATED CHARGES on Sheet 21.
  - The Customer must pay a monthly recurring Non-Standard Meter Charge per Non-Standard Meter as shown on UTILITY RELATED CHARGES on Sheet 21 in addition to their applicable residential rates.
- (3) Once the Company has received the signed Acknowledgement Form from the Customer and payment of the Non-Standard Meter Initial Setup Charge has been processed by the Company, the Company will, within 20 business days, furnish, and install, a Non-Standard Meter to be used for billing purposes and service under this Rule. The Non-Standard Meter Charge will then be added to the customer's monthly bill.
- (4) All Company rules shall apply under this Rule. For meter placement practices, please see Rules and Regulations, Tariff Sheet 97. This service is not eligible for customers who have a net metering arrangement or customers who have selected a rate that requires interval billing.
- (5) Any customer who has requested service under this Rule may, at any time, terminate this Non-Standard Metering Service and request that the Company install a Standard Meter on their premise(s); at which point the monthly Non-Standard Meter Charge will no longer be applicable. There is no subsequent charge for a Customer to request a Standard Meter be installed on their premise(s) that previously opted for service under this Rule.

DATE OF ISSUE: June 1, 2026  
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Liberty Utilities (Midstates Natural Gas) Corp.  
d/b/a Liberty Utilities

FOR – All Areas

Name of Issuing Corporation

Community, Town or City

**BILLING AND PAYMENT- Non-Standard Metering Service (Opt-Out) (Continued)**

- (6) Residential Customers choosing to receive Non-Standard Metering and meeting the requirements detailed in this Rule under (2) above may request to self-read their meter. The Company will provide simple written instructions to these Customers explaining how to read and report usage by email, through the Company web page, or by phone to Customer Service. All Customer provided readings must comply with the requirements of 20 CSR 4240-13.020.
  - (a) The Residential Customer shall accurately read and timely report usage monthly. If the Customer fails to provide the meter-reading on time, the Company shall estimate the Customer's usage for that month.
  - (b) At least once a year, the Company shall obtain an actual meter reading of the Customer's usage in order to verify the accuracy of readings reported in this manner.
  - (c) If the Customer does not read and report their meter for two (2) consecutive months or any three (3) months in a rolling twelve-month period, the Company may resume monthly readings of the meter.
  - (d) In the event a customer moves out of the premise(s), the Company will perform a final read and replace the Non-Standard meter with a Standard Meter on the premise(s).
  - (e) The Company may assess 5% interest on unpaid amounts resulting from failure to report usage or inaccurate reporting.

Applicable Charges are listed on the UTILITY RELATED CHARGES on Sheets 20-21.

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ISSUED BY: Charlotte Emery  
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Atmos Energy Corporation

FOR – All Areas

Name of Issuing Corporation

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TERMS AND CONDITIONS:

This Conservation Effort will conclude each year when the amount of funds for this rebate program has been fully utilized by its Participants. The Administrator shall require a reservation be made by each individual seeking a rebate in order to ensure that ample funds are available at the time the customer has the new equipment installed.

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

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LOW INCOME AFFORDABILITY PROGRAM TEMPLATE

RESERVED FOR FUTURE USE

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ISSUED BY: Christopher D. Krygier  
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**FILED** Jackson, MO  
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Missouri Public Service Commission  
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Liberty Utilities (Midstates Natural Gas) Corp.  
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RED TAG PROGRAM TEMPLATE

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