

Liberty Utilities (Midstates Natural Gas) Corp. d/b/a Liberty Utilities  
Reporting Requirements - COVID 19 Small Utilities Stipulation  
Docket 20-0309  
November 20, 2020  
Rider SPC -1 - Information Sheet  
Special Purpose Charge (COVID-19)

(A) Line Nbr. (B) (C) (D) (E) (F) (G) (H)  
1 N = Number of billing periods remaining in the Effective Period. 24

Description	Total - March 2020 to March 2021
2 Direct Cost DC = Forecasted COVID-19 Direct Costs incurred by the Company, net of COVID-19 Direct Offsets for the Effective Period.	\$ 279,756
3 Late Fees LF = Forecasted COVID-19 Foregone Late Fees for the Effective Period.	\$ 76,391
4 Other Waived Fees FC = Forecasted COVID-19 Foregone Charges for the Effective Period.	\$ 4,720
5 BPAP BC = \$125,000 (plus any set-up or administrative costs, etc.) As noted this addition is only applicable to Customers taking service under Rate Schedule 110 – Residential Gas Service.	\$ 125,000
	\$ 485,867



	Residential	Small C&I	Medium C&I	Large C&I	Optional Gas	Total
6 BR = Ratio of base revenue for the applicable Customer classification to the total Company base revenues in accordance with Docket Nos. 16-0401.	71.0%	14.0%	9.0%	4.0%	2.0%	100.0%

7  $COVID_c = (DC \times BR) + (LF \times BR) + (FC \times BR) [+ BP \text{ (only for Customers taking service under Rate Schedule 110 – Residential Gas Service)}]$

8 Direct Cost	\$ 198,627	\$ 39,166	\$ 25,178	\$ 11,190	\$ 5,595	\$ 279,756
9 Late Fees	\$ 54,238	\$ 10,695	\$ 6,875	\$ 3,056	\$ 1,528	\$ 76,391
10 Other Waived Fees	\$ 3,351	\$ 661	\$ 425	\$ 189	\$ 94	\$ 4,720
11 BPAP	\$ 125,000	-	-	-	-	\$ 125,000
12 Total	\$ 381,216	\$ 50,521	\$ 32,478	\$ 14,435	\$ 7,217	\$ 485,867

13 B = Forecasted number of monthly regular bills for the effective period for each Customer classification.

	19,645	1,807	267	15	4
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14 Monthly rate  $SPC_c = (COVID_c / N / B_c) + (RA_c / M / B_c) + (OC_c / M / B_c)$

	\$ 0.81	\$ 1.16	\$ 5.07	\$ 40.10	\$ 75.18
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Liberty Utilities (Midstates Natural Gas) Corp.  
d/b/a Liberty Utilities d/b/a Liberty Midstates

Rider VBA - Volume Balancing Adjustment  
Eighth Revised Informational Sheet  
Supplemental to Sheet Nos. 97  
of Ill. C. C. No. 2 - Gas Service  
Cancelling the Seventh Informational Sheet



Volume Balancing Adjustment  
Under Rider VBA  
Schedule of Rates, ILL C.C. No. 2

Applicable to Service Classifications - Residential and Small Industrial and Small Commercial

Effective With Service Rendered  
July 11, 2023 through December 31, 2023

<u>Line No.</u>		<u>Service Classification</u>	
		<u>Residential</u>	<u>Small Industrial and Small Commercial</u>
		(A)	(B)
1	Adjustment for Year Ending December 31, 2022	0.04	(0.12)
2	Prior Periods Reconciliation Adjustment	(0.01)	(0.11)
3	Total Adjustment per therm	0.03	(0.23)

**Rider GUA**  
**Gas Uncollectible Adjustment**

Charges for Service Billed During the June 2023 through May 2024 Billing

Periods Gas Uncollectible Adjustment Charges

Incremental Delivery Service Uncollectible Amount

Rate	Reporting Year 2022
Residential <sup>2</sup>	<sup>1</sup> (\$0.08)
Non-Residential <sup>3</sup>	(\$0.41)

Incremental Supply Service Uncollectible Amount

Rate	Reporting Year 2022
Residential <sup>5</sup>	<sup>4</sup> (\$0.19)
Non-Residential <sup>6</sup>	(\$0.49)



<sup>1</sup> Added to the Facilities Charge of customers\_

<sup>2</sup> Residential: Rate Schedule 110 - Residential Gas Service, Rate Schedule 170 - Pipeline Tap Gas Service,

<sup>3</sup> Non-Residential: Rate Schedule 120 - Small Gas Service, Rate Schedule 130 - Medium Gas Service, Rate Schedule 140 - Large Gas Service, Rate Schedule 160 - Optional Gas Service, Rate Schedule 190 - Contract Gas Service, Rate Schedule 200 - Negotiated Gas Service and Rate Schedule 210 - Combined Heat and Power and Compressed Gas Service.

<sup>4</sup> Added to the Facilities Charge of customers.

<sup>5</sup> Residential Supply: Rate Schedule 110 - Residential Gas Service, Rate Schedule 170 - Pipeline Tap Gas Service.

<sup>6</sup> Non-Residential: Rate Schedule 120 - Small Gas Service, Rate Schedule 130 - Medium Gas Service, Rate Schedule 140 - Large Gas Service, Rate Schedule 160 - Optional Gas Service, Rate Schedule 190 - Contract Gas Service, Rate Schedule 200 - Negotiated Gas Service and Rate Schedule 210 - Combined Heat and Power and Compressed Gas Service,

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

Ill. C.C. No. 2  
First Revised Title Sheet

**ILLINOIS COMMERCE COMMISSION GAS TARIFF**

**RECEIVED**

May 31 2017

GRM #17-152

CHIEF CLERK'S OFFICE

ILLINOIS COMMERCE COMMISSION

**LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.**

**D/B/A**

**LIBERTY UTILITIES**

Ill. C.C. No. 2 first issued by  
**Christopher D. Krygier, Director, Rates and Regulatory Affairs (Central Region)**  
602 South Joplin Avenue, Joplin, MO 64801

This tariff cancels Ill. C.C. No. 1 in its entirety.

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Gas Tariff Issued Pursuant to an Order by the Commission in Docket No. 16-0401  
Issued By: Christopher D. Krygier, Director, Rates and Regulatory Affairs (Central Region)  
602 South Joplin Avenue, Joplin, MO 64801  
Date Issued: May 31, 2017 Date Effective: June 7, 2017

**ILLINOIS COMMERCE COMMISSION GAS TARIFF**

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Issued By: Sheri Richard, Director, Rates and Regulatory Affairs (Central Region)  
602 South Joplin Avenue, Joplin, MO 64801

Date Issued: November 16, 2020

Date Effective: December 1, 2020

\*Asterisk denotes change

## II. PRELIMINARY STATEMENT

Liberty Utilities (Midstates Natural Gas) Corp. d/b/a Liberty Utilities is referred to in this tariff as the "*Company*." The Company is a public utility providing natural gas service within the state of Illinois and is subject to the jurisdiction of the Illinois Commerce Commission (the "*Commission*").

The Company will provide gas service to bona fide Applicants for gas service in accordance with the terms and conditions of the Company's gas service regulations, and at the Company's applicable rate schedules, as set forth in this tariff.

This tariff sets forth the rates and other charges, and classifications, for all products and commodities furnished by the Company and services in connection therewith, and states all rules, regulations, storage or other charges, privileges, and contracts that in any manner affect the rates charged for any service.



### III. SERVICE TERRITORY

**3.1. Elimination of Rate Zones.** Prior to the effectiveness of this tariff, the Company had divided its gas service area into six rate zones. However, all of the rate zones had the same applicable rates. With the effectiveness of this tariff, the Company has eliminated the rate zones. The Company may designate different or new rate zones in the future.

**3.2. Territory.** This tariff applies to all of the Company's gas service area in Illinois as has been determined by the Commission. Subject to availability of facilities, and as more particularly described in the Company's authorizations, the Company provides gas service in the cities and villages listed in this Section 3.2, as well as unincorporated contiguous territory:

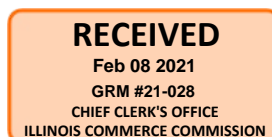
3.2.1. Vandalia, Kinmundy, Alma, Cowden, Altamont, St. Elmo, Brownstown, Beecher City, Farina, St. Peter, Loogootee, Bluff City and other municipalities and unincorporated areas supplied with gas from Natural Gas Pipeline Company of America (Kinder Morgan);

\* 3.2.2. Harrisburg, Eldorado, Raleigh, Galatia, Carrier Mills, Muddy, Creal Springs, Tamms and other municipalities and unincorporated areas supplied with gas from Texas Eastern Transmission Corporation;

3.2.3. Metropolis, Joppa, Brookport, Pittsburg, Xenia, and other municipalities and unincorporated areas supplied with gas from Trunkline Gas Company;

3.2.4. Virden, Girard, Thayer, New Holland, Middletown, Farmersville, Waggoner, plus Pipeline Tap Customers along the transmission line, and other municipalities and unincorporated areas supplied with gas from Panhandle Eastern Pipe Line Company; and

3.2.5. Huey, Iuka, portions of Salem, and other municipalities and unincorporated areas supplied with gas from Enable Mississippi River Transmission Corporation.



Issued By: Sheri Richard, Director, Rates and Regulatory Affairs (Central Region)  
602 South Joplin Avenue, Joplin, MO 64801

Date Issued: February 8, 2021

Date Effective: February 10, 2021

\* Asterisk denotes change



#### IV. SERVICE REGULATIONS APPLICABLE TO ALL RATE SCHEDULES

Except as otherwise explicitly indicated (such as where certain items are applicable only to residential or small business Customers or where variance is specified in an applicable rate schedule) the terms, conditions and regulations set forth in this Article IV are applicable to all of the Company's gas service offerings under all rate schedules.

##### 4.1. Application for and Commencement of Service

4.1.1. Availability. Gas service under this tariff is available to any Customer located in the Company's gas service area and whose Premises is connected or capable of being connected pursuant to this tariff. By requesting and/or accepting gas service under this tariff, each Customer agrees to abide by the regulations, terms and conditions set forth in this tariff and the other requirements and terms of this tariff. No employee or agent of the Company has the power to amend, modify, alter, or waive the rules and regulations contained in this tariff, or to bind the Company by making any promises or representations not authorized in this tariff.

4.1.2. Application. Any Person whose Premises are located within the Company's gas service territory may request gas service, subject to all applicable rules and regulations, by making application in person, via telephone, and through other electronic means as determined and made available by the Company from time to time in its discretion. In the event the Company requires a written service agreement, the Customer or its authorized agent shall sign (including via electronic signature) and provide such agreement to the Company prior to the initiation of service.



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Issued By: Christopher D. Krygier, Director, Rates and Regulatory Affairs (Central Region)  
602 South Joplin Avenue, Joplin, MO 64801  
Date Issued: May 31, 2017 Date Effective: June 7, 2017

4.1.2.1. Identification. The Applicant and any Customer shall provide such information as the Company may request to determine such Applicant's or such Customer's identity. The information requested shall comply with the Commission's applicable rules. The Company may refuse to provide service to a Person who does not provide such requested information. The Company may require up to two forms of identification of the type set forth in 83 Ill. Admin. Code 280.30(d)(1). As of the issue date of this tariff, 83 Ill. Admin. Code 280.30(d)(1) specifies that one form of required identification include a government issued photo identification (including a state issued identification, foreign government issued passport and consular identification documents as defined by the Consular Identification Documents Act). In accordance with 83 Ill. Admin. Code 280.30(d)(1), the Company may also require one other form of identification selected by the Applicant or Customer from the following list: (i) a second government issued photo identification; (ii) a social security number, (iii) a driver's license number, (iv) a birth certificate, (v) immigration and/or naturalization documents, (vi) student identification, (vii) banking information, (viii) employment records, (ix) government benefits/compensation records; (x) a tax identification number, (xi) articles of incorporation, or (xii) a business license.

4.1.2.2. Third Party Applications. No Person (a "third party") may make application for gas service on behalf of another Person unless such third party has been duly authorized to act on behalf of the Person for whom service is being requested. The third party shall identify itself to the Company as acting on behalf of such other Person and provide such evidence of due authorization as the Company may request and shall otherwise comply with any policies and procedures set forth by the Company for third party applications. As of the issue date of this tariff, the Company requires the Person for whom service is being requested to confirm authorization in person or by telephone, and may require identification of the Person for whom service is being requested. The third party shall indemnify the Company for any charges that the Company is unable to collect from the Person for whom service was requested and for any and all Costs that the Company bears as a result of any failure by the third party to have been duly authorized. Named Customers who reside and receive mail at the Premises served and/or billed by the Company will be rebuttably presumed to have authorized the application if they do not contact the Company in writing to contest billing within six months after service activation.



4.1.2.3. Past Due Debts. If the Applicant has any past due debts owing to the Company (not including past due debts that are not permitted to be included under the Commission's rules), the Applicant shall not be entitled to gas service unless the Applicant pays the past due debt in full. Alternatively, at the Company's sole discretion, the Applicant may be allowed to enter into a deferred payment arrangement to retire the past due debt. The Company shall comply with applicable Commission rules regarding the provision of supporting data.

4.1.2.4. Compliance with Application Processing Requirements. The Company shall comply with Commission requirements regarding approval and rejection of an application, including requirements with respect to the time in which the application is approved or rejected, the notification of such approval and rejection and the specification of reasons for rejection.

4.1.3. Rate Schedules. All Customers taking gas service from the Company shall be served under a rate schedule. The Customer shall propose the rate schedule under which it wishes to receive service and shall provide such information as the Company may request to verify eligibility for such rate schedule. If the Company determines, in its sole discretion, that the Customer meets the eligibility requirements of such rate schedule, the Company shall initiate gas service under such rate schedule. The Company may assist the Customer in selecting a rate schedule, but does not guarantee that the Customer shall receive gas service under, nor is the Company responsible to notify the Customer of, the most favorable rate schedule for which it is eligible. In the event the Company determines that a Customer obtains service under the incorrect rate schedule regardless of the reason for the application of such incorrect rate schedule, the Company will bill or credit, as the case may be, such Customer for the difference between the amount that such Customer actually paid and the amount such Customer should have paid under the correct rate schedule for the time period for which such Customer took service under the incorrect rate schedule up to a maximum of one year for Residential Customers and two years for Non-Residential Customers. In addition, each Applicant and Customer shall indemnify the Company for any underbilling of charges and any other Costs to the extent caused by the incorrect application of rate schedules based on incorrect or incomplete information provided by such Applicant and Customer. Nothing in this subsection 4.1.3 is intended to impair the Commission's ability to order reparations pursuant to Section 9-252 of the Public Utilities Act.

**RECEIVED**

May 31 2017

GRM #17-152

CHIEF CLERK'S OFFICE

ILLINOIS COMMERCE COMMISSION

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Issued By: Christopher D. Krygier, Director, Rates and Regulatory Affairs (Central Region)  
602 South Joplin Avenue, Joplin, MO 64801

Date Issued: May 31, 2017

Date Effective: June 7, 2017

The rate schedules are as follows:

<u>Rate</u>	<u>Description</u>
Schedule 110	Residential Gas Service
Schedule 120	Small Commercial and Small Industrial Gas Service
Schedule 130	Medium Commercial and Medium Industrial Gas Service
Schedule 140	Large Commercial and Large Industrial Gas Service
	Reserved
Schedule 160	Optional Gas Service
Schedule 170	Pipeline Tap Service
	Reserved
Schedule 190	Contract Service
Schedule 200	Negotiated Gas Service
Schedule 210	Combined Heat and Power and Compressed Gas Service
Schedule T	Transportation-only Service



Customers shall be subject to all riders, additions, adjustments, taxes, fees and charges that may be applicable under this tariff or otherwise by law from time to time.

4.1.4. Changes in Rate Schedules. The Company may change the rate schedule of a Customer if the Company reasonably determines that the Customer is not eligible for such rate schedule. The Customer shall notify the Company of any material changes in the Customer's gas requirements or other characteristics that affect its eligibility for a rate schedule. Unless (a) required by material and persistent changes in a Customer's gas requirements or other characteristic, or (b) with the Company's consent, a Customer shall only be allowed to voluntarily change rate schedule once in any twelve-month period. If in any change of rate schedule, a Customer's existing meter is inadequate or incompatible with the new rate schedule, the Customer will reimburse the Company for the cost of replacing the meter upon the Company's request.

4.1.5. Right to Refuse Service. The Company shall have the right to refuse to initiate gas service to an Applicant or Customer, and to remove its property from the applicable Premises, for any reason not prohibited by the Commission's rules, including if the Customer's service and Premises does not conform to or ceases to conform to the requirements set forth in Article V (Standards and Qualifications for Gas Service) of this tariff.

4.1.6. Payment Avoidance By Location. In situations involving or allegedly involving payment avoidance by location as recognized by the Commission's rules, the Company may take such actions as are authorized by the Commission's rules including by requiring a deposit of up to the maximum amount permitted by the Commission's rules.

4.1.7. Standards for Service Readiness. As a condition of applying for and receiving service from the Company, the Customer and other parties must comply with Article V (Standards and Qualifications for Gas Service) of this tariff.

4.1.8. Agreement to Revert to Landlord/Property Manager. The Company may agree in writing with the landlord, manager or other Person acting on behalf of the owner of a property (each is referred to in this subsection 4.1.8 as the "landlord") of a Premises as to certain prearranged procedures that may apply in circumstances such as where a tenant who was a Customer vacates a Premises. Pursuant to a written agreement, the Company and the landlord may agree to place a service to a Premises into the name of the landlord and continue service to such Premises when a tenant who was a Customer leaves such Premises. A sample prearrangement form is attached to this tariff.

In the event the Company places service into the responsibility of a landlord, it shall do so in accordance with the Commission's rules and the prearrangement form. Such landlord shall be deemed a Customer hereunder and shall be billed for service under this tariff until a new tenant successfully applies for service. The Company may transfer balances owing from one Premises account of a landlord to another Premises account of such landlord in accordance with the Commission's rules.



## 4.2. Customer Deposits

4.2.1. Deposit Requirements. In compliance with the Commission's rules, the Company may require any Applicant or Customer to make a reasonable deposit at any time to secure the prompt payment of bills. The Company may require a deposit of an Applicant or Customer for any reason permitted under the Commission's rules. In estimating annual charges for purposes of determining deposit requirements, the Company shall use the most recent twelve months of regular usage at the Premises for which usage is being calculated, if there has been at least twelve months of regular usage at such Premises during the twenty-four months preceding such estimate. If there has not been twelve months of regular usage at such Premises during the twenty-four months preceding the estimate the Company shall use an estimate (a) of annual charges based on the average bill(determined each month based on the preceding twelve months), for all Residential Customers and small business Customers as determined by the Commission's deposit rules, for such Residential and small business customers and (b) based on the connected load of their gas utilization equipment for Customers other than those set forth in (a). In requiring deposits the Company shall take into account any different criteria for deposits required by the Commission's rules such as (a) with respect to an Applicant that qualifies as a Low Income Customer and (b) during the winter season.



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Date Issued: May 31, 2017 Date Effective: June 7, 2017



4.2.1.1. Credit Criteria for Non-Residential Applicants. The Company may require any Non-Residential Applicant or Customer to make a reasonable deposit if it fails to provide credit references satisfactory to the Company, including past utility service records or favorable history with other Customers. Such an Applicant or Customer may establish satisfactory credit for this purpose by providing a letter of reference from another electric, gas or water utility that is, at the time of application, then providing service to such Applicant or Customer. This letter of reference must show that such Applicant or Customer (a) has had no disconnections for non-payment within the past 24 consecutive billing cycles, (b) has had fewer than three late payments during the past 24 months, and the average bill amount must be no less than fifteen percent of the anticipated average bill amount with the Company. The letter of reference must include (i) the utility service provider's name and indicate that the Applicant or Customer is a current customer of such utility, (ii) the name on the utility account (which must match that of such Applicant or Customer), (iii) the service address and service dates, (iv) the payment history (covering at least twenty four months preceding), and (v) the average bill amount. Notwithstanding the foregoing, a Letter of Reference shall not be sufficient to establish satisfactory credit if such Applicant or Customer (or an affiliate thereof) was previously disconnected by the Company for non-payment of bill amounts or failed to pay a final bill owing to the Company.

4.2.1.2. Deposits for Financially Insecure Large Commercial and Large Industrial Customers. If in the Company's reasonable judgment a large commercial or large industrial Customer (i.e., a Customer that takes service under Rate Schedule 140 or under a different rate schedule if such Customer is not eligible to take service under the Availability section of Rate Schedule 110, Rate Schedule 120 or Rate Schedule 130) has shown indications of financial insecurity (including through news or ratings agency or analyst reports) the Company may require such Customer to make a deposit in an amount that the Company reasonably believes would protect it from such insecurity not to exceed an amount equal to three times such Customer's average total bill for the preceding twenty-four months.



4.2.2. Deposit and Refund Procedures. All matters with respect to the deposit shall be as specified by the Company in accordance with the Commission's rules, including (a) the amount of the deposit, and the number and timing of the making of such deposit; and (b) the refund conditions of the deposit and the manner in which the deposit refund shall be made. The Company may from time to time increase or decrease the amount required for a Customer's deposit in its discretion when the character or degree of use of the service materially changes or it is established that the character or degree of use of the service will clearly change in the future, or where such adjustment is otherwise reasonable, provided that in all cases the Company may not make any such adjustment in a manner that would violate the Commission's rules. For purposes of deposit refunds, the Company is not required to treat a transfer of service to the same Customer from one Premises to another within the Company's gas service area as a discontinuance of service if such Customer's character of service is expected to remain reasonably similar to that for which the deposit was made. In the event a Customer's deposit (or a deposit in lieu of a Customer deposit) is made by a government agency on behalf of such Customer (such as in the case of a Low-Income Customer), any required refund of such deposit shall be to such government agency and not to such Customer.

4.2.3. Deposit Interest. Interest shall only be paid on Customer deposit amounts, including installments, held by the Company, in the amount and to the extent required by the Commission's rules. The Company shall credit the Customer with such interest to the extent and in the manner required by the Commission's rules.

4.2.4. Application of Deposit to Unpaid Bills. The Company may from time to time in its discretion apply a Customer deposit and any accrued interest to liquidate any past due amounts owed to the Company and any amounts owed by such Customer in respect of any final bill (whether or not past due), including any past due or final bill amounts owed by such Customer for other locations (to the extent allowed under the Commission's rules, including 83 Ill. Admin. Code 280.50(f)). Upon such application, the Company shall provide the Customer with a statement showing the amount of the deposit, the amount of any accrued interest, the amount of the past due amounts liquidated by the application of such deposit and accrued interest and the balance remaining due to the Company or the Customer.



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Issued By: Christopher D. Krygier, Director, Rates and Regulatory Affairs (Central Region)  
602 South Joplin Avenue, Joplin, MO 64801

Date Issued: May 31, 2017

Date Effective: June 7, 2017



### 4.3. Billing

\* 4.3.1. Monthly Billing. The Company will render bills at intervals of approximately thirty days, according to billing cycles established at the Company's discretion. Notwithstanding the foregoing, the Company may (a) issue initial, final or corrected bills that cover a period of greater than a month, and/or (b) bill certain Customers at a greater frequency where permitted by law. In the event a new Customer is in a location for less than ten days prior to the start of a new billing cycle, the Company may elect to delay the initial bill until the following billing cycle. Bills shall be in the form specified by the Company and shall include any items required under the Commission's rules.. The Company shall deliver and make adjustments to a Customer's bill as required by the Commission's rules. A sample bill form for each type of Customer is attached to this tariff.

\* 4.3.2. Pro Ration. The Company will pro rate the Customer Charge, and any other fixed charges or fees, for initial and final bills. Charges and fees are also prorated in the event such charges and fees change during a billing cycle.



Issued By: Sheri Richard, Director, Rates and Regulatory Affairs (Central Region)  
602 South Joplin Avenue, Joplin, MO 64801

Date Issued: March 1, 2019

Date Effective: April 15, 2019

\* Asterisk denotes change

4.3.3. Meter Reading and Estimated Billing. Bills will be based on actual readings by the Company when such readings have been made. The Company attempts to read each meter on a monthly basis or at least in intervals of approximately sixty days or less. Except in the unlikely event that the Company determines that such wastage occurred in the post-measurement portion of the meter, no billing adjustment or refund will be made for wastage such as from a gas leak. When actual readings are unavailable, including for any of the reasons permitted under the Commission's rules, bills will be based on estimates of the Customer's usage for the billed period made by the Company in good faith. Estimates are based on usage at the relevant Premises, not the usage of the particular Customer. The Company estimates meter readings by averaging the usage of the corresponding prior and current billing cycles (a) for the prior three years, if data for the prior three years is available, (b) for the prior two years, if data for the prior three years is not available and data for the prior two years is available, and (c) in the prior year, if data for the prior two years is not available but data for the prior year is available. If no prior year data is available, the Company will estimate meter readings based on the prior billing cycle's usage. If the Customer is new, the Company will calculate the estimate based on similar locations or a baseline determined by the Company in its reasonable discretion. Estimated bills will meet the information requirements set forth in the Commission's rules. The Customer must pay estimated bills in the same manner as bills based on meter readings.

4.3.4. Bill Holds. In certain instances, such as those involving large unexplained changes in a Customer's use, the Company may delay billing beyond the ordinary bill cycle for a particular period while it investigates possible causes of such change. The Company typically notifies the Customer of the bill hold.



4.3.5. Electronic/Paperless Billing. A Customer may voluntarily elect to be billed through a paperless electronic billing system which uses standard forms, protocols and conformation processes established and maintained by the Company. In administering this electronic billing option, the Company does not send the Customer paper bills. A Customer may sign up for electronic billing at <http://www.libertyutilities.com>. Required information that otherwise accompanies a paper bill is transmitted to the Customer electronically, or an Internet link access to such information is provided to the Customer. Any applicable disconnection notice continues to be sent to the Customer via United States mail. The Company may utilize third parties to electronically transmit bills to the Customer. The Company is not responsible for any loss resulting from the Customer's election to receive bills electronically, including but not limited to, any loss associated with damage to the Customer's computer equipment or facilities and any loss associated with a third party's unauthorized use of the Customer's information. Either the Company or the Customer may, upon thirty days' notice to the other party, terminate electronic transmission of bills without any liability to the terminating party resulting from such termination, and without affecting the Customer's obligation to pay all amounts due the Company. In such event, the Company will begin issuing paper bills via United States mail to the Customer as soon as reasonably practical. The Company reserves the right to determine whether or not a Customer is eligible to be billed through its paperless electronic system.

4.3.6. Level Payment Plans. The Company offers a Level Payment Plan.

4.3.6.1. Availability. To the extent required by the Commission's rules, any Residential Customer or small business Customer may elect to participate in the Company's Level Payment Plan. In order to participate in the Level Payment Plan the Customer's account must be current or if such Customer's account is not current must have entered into a deferred payment arrangement with the Company to retire the past due debt. The Company may in its discretion also extend participation in the Company's Level Payment Plan to other Customers.

4.3.6.2. Enrollment. To the extent required by the Commission's rules, upon inquiry by a Customer the Company shall advise such Customer of what the projected level payment amount will be for the Customer's account, and if the Customer accepts the offer to enroll in the Level Payment Plan the utility shall begin the plan for that account.



4.3.6.3. Monthly Payment Amount. A Customer under the Company's Level Payment Plan pays an amount in each month that is a moving average determined by (a) adding the calculated current period's bill amount (absent the Level Payment Plan) with the calculated bill amount for the relevant Premises for all periods for which bills were rendered for the relevant Premises (whether or not those bills were to the current Customer) in the 365 days preceding the date of the current period's bill, and dividing the total by (b) the number of bills rendered during such 365-day period, including the current bill. In the case of new service to a Premises, the lack of a billing history means that the initial bill under the Level Payment Plan for such Premises will be the actual calculated amount for the current period (followed by the average of the initial period and the then-current period, followed by the average of the initial period, the then immediately prior period, and the then-current period, etc.).

4.3.6.4. Billing. The bill statement for an account enrolled in the Level Payment Plan shall include separate line items for the level payment amount and the amount of the accrued credit or shortfall, and any other information required by the Commission's rules.

4.3.6.5. Periodic Adjustments. The structure of the Company's Level Payment Plan as a moving average provides for automatic periodic adjustments, particularly for changes in usage. In the ordinary course, the Company does not make additional periodic adjustments. However, in the event the Company identifies specific changes that it believes will require major adjustments to make the plan successful, the Company may implement such adjustments as needed. If the Level Payment Plan amount or calculation method is altered by the Company as set forth in the preceding sentence, the Company shall notify the Customer of the change in writing. Notification may be included with the bill statement or by separate delivery.

4.3.6.6. Reconciliation. The Company shall review each Level Payment Plan with such frequencies and at such times as are required by the Commission's rules.



4.3.6.7. Cancellation. A Customer may cancel participation in the Level Payment Plan at any time. The Company may cancel a Customer's participation in the Level Payment Plan for any reason permitted under the Commission's rules, including nonpayment. As of the issue date of this tariff, the Commission's rules permit cancellation if the Customer submits a payment for less than the full level payment plan amount or if the Customer's payment is 21 days or more in arrears. In the Company's discretion, it may charge late fees on undisputed Level Payment Plan balances as an alternative to termination of a Customer's participation in the Level Payment Plan for late payment. Any shortfall amount owing to the Company at the time of cancellation shall be included and payable as current charges on the Customer's next bill statement. Any credit amount owing to the Customer shall be reflected on the next bill statement in accordance with the Commission's rules.

4.3.6.8. Customer Move. If a Customer that participates in the Level Payment Plan transfers service with the Company from the current Premises to a new Premises, the Company will carry the balance of such Customer's Level Payment Plan to the new Premises unless the Customer cancels its participation as set forth in subsection 4.3.6.7 of this tariff. If the Customer notifies the Company of its intent to so transfer service in advance, the Company shall advise the Customer of what the projected Level Payment Plan amount will be at the new Premises (and the Customer can choose to remain in the Level Payment Plan or to cancel its participation).

4.3.7. Disaster Relief. In cases of state and/or federally recognized disasters, the Company may in its discretion abstain from or alter the rates, rules and regulations in its tariff. Such disasters include, but are not limited to, acts of God, natural disasters, terrorism, military action or war. Any waiver of its tariff will be at the discretion of the Company. When a business or residence is destroyed or severely damaged as a result of a recognized disaster, the Company in its discretion may offer any of the following, which are nonexclusive: (a) forgiveness of a final bill, (b) cease/delay connections or disconnections, (c) cease/delay the assessment of late payment fees, (d) cease/reduce the assessment of fees to re-establish service, (e) cease/reduce the assessment of facilities charges. Company action under this Section 4.3.7 is discretionary and the Company is not required to take any such action.



4.3.8. Reading Accuracy. Bill adjustments due to an inaccurate meter shall be made pursuant to the Commission's rules, including 83 Ill. Admin. Code 280.110. If a Customer questions the accuracy of the Company's meter reading, the Customer may request that the Company re-read the meter. If the Company's re-reading indicates that the meter was over-read and such over-reading resulted in an increase of \$5 or more, the Company will offer to rebill the Customer on a special bill with a new due date that begins on the date of the special bill. If the over-reading resulted in an increase of less than \$5, or if the Customer does not request a re-bill, the Company will not take any actions against the Customer for underpaying its bill by the amount of the over-reading. In the event a Customer requests more than three re-readings that do not indicate an inaccurately high initial reading in a twelve-month period, the Customer shall pay the Company a fee as set forth in Article VI (Miscellaneous Fees and Charges) of this tariff for each such requested re-reading after the third in such period. The Company shall inform the Customer of such fee following the first re-reading that does not indicate an inaccurately high initial reading and prior to the fourth such re-reading.

4.3.9. Bill Transfers. The Company may, in its discretion, transfer the bill of a Customer from one Premises to another provided that such transfer complies with the Commission's rules.

4.3.10. Time Limits. The Company shall observe the time limits set forth for rendering bills for gas service set forth in the Commission's rules, and shall offer special payment arrangements for previously unbilled gas service in the manner specified therefor in the Commission's rules.





#### 4.4. Bill Payment

4.4.1. Due Date. Bills are payable on the date issued. Bills shall become past due on the date specified by the Company in the bill, or, if later, the earliest date on which the Commission's rules permit a bill to become past due.

4.4.2. Timely Payment. Failure to receive a bill does not exempt a Customer from the provisions set forth in this tariff. Payment must be received by the due date to be considered timely. Payments received more than two business days (or such other period as may be specified in the Commission's rules) after the due date shall be considered late and past due. Payments physically delivered to the Company shall be deemed received as of the date received by the Company or its authorized agent. Electronic payments shall be considered received as of the date the funds are electronically deposited to the Company's account as reflected by the Company's records. The Company may from time to time establish various payment methods and may charge fees to reflect its costs of accepting such payment method as set forth in Article VI (Miscellaneous Fees and Charges) of this tariff.

4.4.3. Late Payment Fee. In the event of a late payment, a late payment charge at the rate set forth in Article VI (Miscellaneous Fees and Charges) of this tariff will be assessed on any amount considered past due. The determination of the amount past due shall be in compliance with the Commission's rules, and will only be assessed on amounts not for utility service to the extent such assessment is authorized by law.

4.4.4. Favorable Treatment for Late Payments by Certain Customers. Notwithstanding the provisions of subsections 4.4.1, 4.4.2 and 4.4.3 of this tariff:

4.4.4.1. By Governmental Customers. Late fees for units of State government, county and local government (including townships, municipalities and school districts) shall comply with the treatment afforded such entities in the Commission's rules and the State Prompt Payment Act (30 ILCS 540).

4.4.4.2. By Low Income Customers. To the extent required by the Commission's rules, the Company shall not assess late payment fees on a Low Income Customer. The Company shall not be obliged to waive late fees that were assessed prior to a Customer's qualification as a Low Income Customer.



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4.4.4.3. By Recipients of Certain Governmental Benefits. The Company shall extend the payment period for Residential Customers to the extent required by and in accordance with the provisions relating to preferred due dates specified in 83 Ill. Admin Code 280.70 for a period of up to ten days subsequent to the applicable Customer's regular due date.

4.4.4.4. Level Payment Plans Showing Credit. No late payment fee shall be applied on a Level Payment Plan payment unless there is an overall deficit balance in an account when the late payment occurs.

4.4.5. Returned Payments.

4.4.5.1. Returned Payment Charge. The Company shall assess a charge on any negotiable instrument returned by a financial or other institution in the amount specified in the Miscellaneous Fees and Charges provisions of this tariff.

4.4.5.2. Restriction of Payment Methods. To the extent permitted by the Commission's rules, the Company may elect to serve a Customer on a cash payment or other restricted payment basis if more than one check negotiable instrument is returned by a financial or other institution in a twelve-month period.





#### 4.5. Refunds and Credits

Refunds and credits shall be made in accordance with the Commission's rules. Where permitted by the Commission's rules, the Company shall reflect adjustments in the Customer's favor as credits on such Customer's bills, rather than by paying a separate refund. Except as required by the Commission's rules the Company shall not be required to pay interest on any overpayments by a Customer.



#### 4.6. Deferred Payment Arrangements

4.6.1. Definition. A deferred payment arrangement is a payment plan under which a Customer may retire a past due amount owed to the Company by paying installments towards the arrearage, in addition to paying future bills.

4.6.2. Eligibility. Residential Customers who are indebted to the Company for past due gas service shall be eligible for a deferred payment arrangement as long as such Residential Customer has not failed to complete a previous deferred payment arrangement during the past twelve months. To the extent required by the Commission's rules, Low Income Customers and other Residential Customers may be eligible for deferred payment arrangements in addition to as specified in the preceding sentence, including for former Residential Customers from December 1 through and including March 31 of the immediately succeeding calendar year. The Company does not offer deferred payment arrangements to Customers who are not Residential Customers or Applicants for residential gas service. Notwithstanding the foregoing, the Company does offer deferred payment arrangements to a Customer (Residential and otherwise) in the event a billing error by the Company results in an unusually large past due balance.

4.6.3. Down Payment. The Company's deferred payment arrangements provide that a participant who is a Residential Customer, or Applicant for residential gas service, shall pay the maximum portion allowed to be charged under the Commission's rules (typically one quarter, or such lower amount as may be required, such as one-fifth for a Low Income Customer, and potentially different maximums for winter deferred payment arrangements as contemplated by 83 Ill. Admin. Code 280.135(a)(1)(A) and 280.180) of the total amount past due and owing at the time the deferred payment arrangement is made. Notwithstanding the foregoing the Company may reduce the portion required to be paid in the event the Company determines such a reduction is appropriate under the circumstances.



4.6.4. Other Terms. The deferred payment arrangement shall not include any amounts prohibited from being included by the Commission's rules. The Company will allow a minimum of four months (six months for a Low Income Customer) and a maximum of twelve months (determined by the Company in its discretion) from the date on which the deferred payment arrangement is made for the participant to pay all past due amounts in full. The participant will be required to pay all future bills for utility service by the due date and the participant shall otherwise observe the terms of the deferred payment arrangement offered by the Company in all respects, including payment of all amounts as they come due. The terms and conditions of a deferred payment arrangement shall be determined by the Company after consideration of the following factors based on information available from current Company records or provided by the Customer or Applicant:

- (a) the size of the past due account;
- (b) the participant's ability to pay;
- (c) the participant's payment history;
- (d) the reasons for the outstanding indebtedness; and
- (e) any other relevant factors relating to the circumstances of the participant's service.

4.6.5. Billing of Deferred Payment Arrangement. The Company shall render bills showing the deferred payment arrangement including the itemization required by the Commission's rules. The Company will provide a written statement of the deferred payment arrangement to the participant and such written statement shall be binding on the parties. The terms of the deferred payment arrangement reflected on the bill and the statement of the arrangement rendered by the Company shall be conclusive and binding on the parties.

4.6.6. Default. A participant is in default under a deferred payment arrangement if it fails to pay the full amount of the installment and the current bill by the second day after the bill due date or otherwise breaches the terms of the deferred payment arrangement. Upon a default, the Company may resume collection activity, including delivery of a disconnection notice and subsequent disconnection of gas service (provided that such activity does not violate the Commission's rules).



4.6.7. Reinstatement. The Company will reinstate a deferred payment arrangement if prior to disconnection the participant pays the full amount past due or pays the reinstatement amount and any applicable reinstatement fee to the Company. The Company may reinstate a defaulted deferred payment arrangement once the Company has disconnected gas service to a Customer for nonpayment. In order to be eligible for reinstatement, the participant pays the required amount of the deferred payment arrangement installments owing up to that date, including all past due bills that were not included in the original deferred payment arrangement amount. The participant will be charged a reinstatement fee in the amount set forth in Article VI (Miscellaneous Fees and Charges) of this tariff, except where the imposition of such a fee is not allowed under the Commission's rules, such as for the first reinstatement under a deferred payment arrangement or to a Low Income Customer.

4.6.8. Renegotiation. The Company shall offer renegotiation or amendment of an existing deferred payment arrangement to the extent and on the terms required under the Commission's rules, including for Low Income Customers.

4.6.9. Transfers of Deferred Payment Arrangement. When a participant in a deferred payment arrangement transfers gas service to a new Premises, an existing deferred payment arrangement established at the old Premises shall transfer with the Customer to the new Premises. Notwithstanding the foregoing, the Company may start an entirely new deferred payment arrangement to accommodate its billing systems in accordance with the Commission's rules.





#### 4.7. Disconnection and Reconnection

The Company shall not be responsible for disconnections of service relating to accidental, inadvertent, temporary or for other reasons relating to maintenance or safe operation of the Company's system and provision of service or for reasons outside the Company's reasonable control. The provisions in this Section 4.7 relate solely to intentional disconnection by the Company for reasons specified in subsection 4.7.1 below. This Section 4.7 does not relate to any accidental, inadvertent, temporary or other disconnection of a Customer that is not intentional and does not relate to such reasons.

4.7.1. Reasons for Disconnection. It is the responsibility of the Customer to notify the Company when the Customer wants to discontinue gas service from the Company. The Company will complete such disconnection within three business days following the Customer's notification of a voluntary disconnection. Only the Company shall have the right to disconnect gas service to any Customer and to remove the Company's property from Customer's Premises. The Company may discontinue gas service after giving any required notice for any reason permitted by law, including the following reasons:

- (a) Nonpayment of a past due bill (including any deferred payment arrangement) for the same class of service at the same Premises or another Premises;
- (b) Failure to make any required deposit or deposit increase or failure of a Customer to establish credit;
- (c) Failure to provide access in multi-meter premises to facilities after attempts by the Company to gain access pursuant to Commission rules;
- (d) Failure to provide access to facilities after four attempts (two attempts if in order to meet regulatory requirements) by the Company to gain access to a single Customer Premises (with notice and record keeping in accordance with Commission rules);
- (e) Failure by an Applicant or Customer to allow the Company to install its meter out-of-doors (including removing an indoor meter) in accordance with the Commission's rules;
- (f) Usage by an occupant of a Premises without a valid Customer of record at such Premises;
- (g) Theft of service and/or tampering, including meter tampering, or other unauthorized use;

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- (h) Failure of a Customer or Applicant to provide accurate identity information in a timely manner when there is suspicion of fraud or identity theft on an account;
- (i) Noncompliance with any of the rules, regulations, terms and conditions of the Company set forth in this tariff;
- (j) For safety reasons;
- (k) Failure of a Customer to provide access to facilities when the Company is conducting a pipeline safety survey;
- (l) Failure of a Customer to comply with a Commission ruling; or
- (m) In cooperation with civil authorities.

The Company shall not disconnect gas service when such disconnection is for a reason prohibited by, or would otherwise violate, the Commission's rules.

4.7.2. Notice. Prior to disconnection of gas service to a Customer for the reasons set forth in subsection 4.7.1 above, the Company shall provide written notice to such Customer as required by the Commission's rules. Unless a longer or shorter period is required by the Commission's rules, the Company shall be entitled to discontinue gas service to a Customer after ten days following the date on which the Company sends the notice to the Customer. Where the Commission's rules allow an exemption to the notice requirements, the Company shall not be required to provide notice. The notice shall remain effective for as long a period as is permitted under Commission rules. The Customer's regular monthly bill will not be considered a new disconnection notice or operate to extend the due date of a previously issued notice of disconnection.

4.7.3. Additional Communications. In addition to the notifications required by this tariff and the Commission's rules, for collection purposes the Company and/or its designee(s) may send communications regarding past due amounts and potential disconnections via any means of communication available to it, including telephone, facsimile, text message, or email provided that the Company has received any required consent from the recipient for such communications. Such additional communications will not be considered notices of disconnection, including for purposes of extending any due date of a previously issued notice of disconnection.

4.7.4. Manner of Disconnection. Disconnection shall comply with the Commission's rules regarding the timing and method of disconnection.



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4.7.5. Disconnection Prohibition. The Company shall comply with any Commission rules that prohibit disconnection of particular Customers for a period of time or for particular reasons (such as by reason of medical certification, temperature, Low Income Customer status, active duty military personnel for nonpayment, service members and veterans during certain times of the year, etc.), including any special provisions relating to winter disconnection of residential heating services. It is the responsibility of the Customer to establish eligibility for a prohibition and the Company may require the provision of documentation. To establish status as a veteran, the Customer must provide a copy of his or her DD-214.

4.7.6. Customer Reconnection. Unless otherwise specified by the Commission's rules, in order to be reconnected, a Customer must (a) pay all delinquent bills and establish sufficient credit as set forth in this tariff, (b) furnish evidence satisfactory to the Company in its sole discretion of compliance with the Company's rules or terms and conditions (c) pay a service reconnection charge as set forth in Article VI (Miscellaneous Fees and Charges) of this tariff, and (d) pay the total cost to the Company of installing and removing its facilities in connection with any requested or required disconnection and reconnection, less any salvage. If the Company is otherwise required to reconnect service to a Customer, the Customer shall be liable for payment of the service reconnection charge as set forth in Article VI (Miscellaneous Fees and Charges) of this tariff based on the applicable manner and time in which the service is restored. When the Company has taken action that results in service being physically cut at or near the main due to inability to gain access to metering or other equipment for disconnection purposes, the Customer shall pay the Physical Service Reconnection Charge provided for in Article VI (Miscellaneous Fees and Charges) of this tariff. Work associated with the physical service reconnection will only be performed during regular working hours.

4.7.7. No Non-Company Disconnection. Only the Company shall have the right to discontinue service to a Customer and to remove the Company's property from a Customer's Premises, after any required notice.



4.7.8. Seasonal Service Disconnects. Unless otherwise specified in the applicable rate schedule, when a Customer makes only seasonal use of gas service and requests the Company to disconnect the service, and where such service is left disconnected for fewer than twelve months, such Customer shall pay to the Company at the time of reconnection an amount equal to the applicable monthly minimum charges times the number of months service was disconnected, plus a service reconnection charge as specified in Article VI (Miscellaneous Fees and Charges) of this Tariff.



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#### 4.8. Unauthorized and Improper Use

4.8.1. General. In the event of unauthorized or improper use of the Company's system, property or services, including any illegal taps, meter tampering, tampering with any pipes, meters or other service equipment, actions or use in violation of the Company's tariffs, policies, procedures or terms and conditions, or action or use in violation of applicable law, including the Commission's rules, the Person engaging in, and any Person benefitting from cooperating in or acquiescing to, such actions or use shall indemnify and hold the Company harmless for all Costs incurred by the Company in connection with such actions or use (including the Cost related to any actions reasonably taken by the Company in response to such actions or use), and shall pay all fees and prices that the Company may charge for such actions or use, including usage and Customer charges as set forth in this tariff. Unless required by law, time, notice, seasonal and other restrictions do not apply to bills rendered or actions taken in respect of unauthorized or improper use of the Company's system, property or services.

4.8.2. Meter Tampering. The Company shall have the right to discontinue gas service to any Customer and remove its property from a Premises where the Company discovers evidence of tampering with any meter or service piping leading thereto, and where such tampering is for the purpose of reducing the registration of the Customer's gas consumption. A Customer's service so disconnected shall be reconnected after such Customer has furnished satisfactory evidence of the compliance with the Company's rules or terms and conditions and paid all service charges as hereinafter set forth:

(a) All delinquent bills, if any;

(b) The amount of any Company revenue loss attributable to said tampering, except to the extent prohibited by the Commission's rules;

(c) Expenses incurred by the Company in replacing or repairing the meter or other appliance or equipment and in the preparation of the bill; and

(d) A cash deposit, the amount of which shall not exceed the maximum amount determined in accordance with the Commission's rules, less the amount of any cash deposit currently held by the Company with respect to such Customer.



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#### 4.9. Curtailment

4.9.1. Curtailment and Discontinuance During Periods of Insufficient Supply. During periods of natural gas supply deficiencies and/or capacity constraints on any part of the Company's distribution system, the Company will curtail or limit gas service to its Customers on this part of the distribution system to maintain system integrity as provided in this plan or otherwise as deemed appropriate by the Company. Curtailment may be initiated due to a supply deficiency, a limitation of pipeline capacity or other reasons. For the purposes of this plan, interruption of service to a particular Customer due to the failure of the Customer's transportation volumes to be delivered by the Company does not constitute curtailment under this plan.

4.9.2. Priorities. During any such curtailment, the Company shall adopt the following priority-of-service categories, commencing with the Eighth Priority and progressing toward the First Priority in reverse numerical order. Full curtailment of each lower priority category or sub-category shall be accomplished before curtailment of any higher priority is commenced.

(a) First Priority. All Residential Customer and all public housing authority, nursing home and hospital requirements.

(b) Second Priority. Firm Commercial Customer requirements (including educational facilities) of less than 500 Ccf per day.

(c) Third Priority. Large commercial requirements and firm industrial requirements for plant protection, feedstock and process needs, and Company storage injection requirements.

(d) Fourth Priority. All other industrial requirements not specified in any other priority listing.

(e) Fifth Priority. Firm Industrial Customer requirements for Customers using more than 3,000 Ccf of gas per day but less than 15,000 Ccf of gas per day.

(f) Sixth Priority. Firm Industrial Customer requirements for Customers using more than 15,000 Ccf of gas per day.

(g) Seventh Priority. Interruptible Customer requirements for Customers using more than 3,000 Ccf of gas per day but less than 15,000 Ccf of gas per day.

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(h) Eighth Priority. Interruptible Customer requirements for Customers using more than 15,000 Ccf per day.

4.9.3. No Liability From Curtailment Plan. The Company shall be relieved of all liabilities, penalties, charges, payments and claims and losses 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 curtailment/ implementation of the priority of service plan or curtailment procedures prescribed in this tariff or from any other orders or directives of duly constituted authorities, including, but not limited to, all regulatory agencies having jurisdiction. If continuity of fuel supply is required by the Customer, the Customer should install and maintain whatever stand-by fuel and fuel burning equipment that may be needed.



#### 4.10. Miscellaneous General Provisions

4.10.1. Dispute Resolution. The dispute resolution procedures set forth in this tariff and the referenced Commission rules are the sole means of resolving a complaint, dispute or other claim (including in contract, tort or otherwise) (a) brought by an Applicant or Customer against the Company or (b) by any other Person against the Company, to the extent it relates to the Company's rates, charges, classifications, tariff, service or infrastructure. The foregoing sentence includes any disputes or claims sought to be brought against the Company with respect to any billing dispute, service dispute, service outage or accident, personal or property damage, casualty, or other damage related to or caused by or in connection with the Company's provision of service or failure to provide service. Any such complaint, dispute or other claim is referred to as a "*Claim*" and the Person raising such claim is referred to as a "*Claimant*".

4.10.1.1. Informal Resolution. In the event of any Claim, the Claimant must first contact the Company and attempt to resolve the complaint directly with the Company before proceeding to the Commission for resolution. The Company shall maintain communications capabilities and staffing for informal resolutions of Claims as required by the Commission's rules, and shall respond to Claims within the timeline and in the manner provided therefor by the Commission's rules, including by providing appeal to a supervisor and staying disconnection pending dispute when required.

4.10.1.2. Customer Payment During Complaint Procedure for Billing Disputes. If the Claim involves a billing dispute the Customer shall pay the greater of (a) the undisputed portion of the bill or (b) an amount equal to the prior year's bill at the Premises for the same period normalized for weather. The Company shall confirm the disputed portion and the amount to be paid by the Customer and shall keep records as required by the Commission's rules. Upon resolution of a dispute the Customer shall pay the resolved amount, if any, within fourteen days after resolution of the Claim.



4.10.1.3. Notice of Commission Complaint Process. Upon the provision of a “final response” to the informal resolution of a Complaint by the Company, the Claimant shall have fourteen days to provide a written notice of non-acceptance of the final response to the Company. If the Claimant provides such written notice, the Company shall advise the Claimant of its right to appeal the Company’s final response to the Commission’s Consumer Services Division for an informal complaint and shall provide the Customer with the contact information for the Commission’s Consumer Services Division. The Company shall refrain from disconnection to the extent required by the Commission’s rules. In the event the Claimant does not provide a written notice of non-acceptance of the final response within the required time, the Claimant shall be deemed to have conclusively and irrevocably accepted the Company’s final response.

4.10.1.4. Commission Complaint Process. To the extent allowed by law, the sole recourse for any Claim not satisfied by the informal process outlined above shall be that the Claimant is eligible to pursue a Claim through the Commission’s complaint process, to the extent permitted by and in accordance with the Commission’s rules. To the extent allowed by law, the Commission shall have original jurisdiction for all Claims, and no Claim may be brought in any other venue, including any state court. For avoidance of doubt, to the extent the Public Utilities Act or other non-waivable provision of applicable law requires that a Person be permitted to bring a Claim in a court or venue other than the Commission, the provisions of this subsection 4.10.1.4 shall not be interpreted to contradict such law.



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4.10.2. Limitation of Liability.

4.10.2.1. General Limitation of Liability. The Company will use reasonable diligence in furnishing regular gas service (unless otherwise specified in the applicable rate schedule), but will in no case be liable for interruptions, deficiencies or imperfections of gas service, except to the extent of a pro rata reduction of the monthly charges for such service. Such reduction shall be the sole remedy available to any Claimant in respect of the Company's provision of or failure to provide gas service. With respect to any Claim other than a Claim in respect of the Company's provision of or failure to provide gas service, the Company's liability shall be limited to (a) if the Claimant is a current or former Customer of the Company, or if the claim relates to the Company's actions or inactions with respect to a specific Customer, the amount actually and timely paid to the Company by such Customer in respect of charges for service (excluding commodity charges, taxes and other fees) for the three billing periods immediately preceding the first event to which such Claim relates, or (b) \$10,000, if the Claimant is not a current or former Customer of the Company or the claim does not relate to the Company's actions or inactions with respect to a specific Customer. It is intended that the foregoing limitations address all possible Claims.

4.10.2.2. No Guarantee of Service; No Consequential Damages; Other Limitations. The Company does not guarantee uninterrupted service and shall not be liable for any damages, direct or otherwise, that any Claimant may sustain by reason of any failure or interruption of service, increase or decrease in pressure or change in character of gas supply, whether caused by accidents, repairs or other causes except when caused by gross negligence on the Company's part. In no event shall the Company be liable for any loss by any Claimant of production, revenues or profits or for any consequential damages whatsoever in connection with the Company's provision of service, including on account of any failure or interruption of service, any increase or decrease in pressure or change in character of gas supply, or for any other Claim; nor shall the Company be liable for damages that may be incurred by the use of gas appliances or the presence of the Company's property on a Customer's Premises or in any other location. The Company is not responsible for or liable for damage to a Claimant's equipment or property caused by conditions not due to the gross negligence of the Company. The Company shall not be responsible or liable for any losses suffered due to the termination of service.



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4.10.2.3. No Responsibility for Other Persons. The Company shall not be responsible or liable for the failure of any other Person to perform. Without limiting the foregoing, the Company shall not be liable for any damages with respect to any actions taken in violation of subsection 4.8.2 (Meter Tampering) of this tariff. The Company shall not be responsible nor liable for gas from and after the point at which it first passes to the pipes or other equipment owned or controlled by a Customer, and each Customer shall indemnify and hold harmless the Company from all claims for injury or damage to Persons or property occurring beyond said point and all Costs incurred by the Company in connection therewith. The indemnifying party shall, at the Company's request, defend any suit asserting a claim that is covered by this indemnity. The Company has no duty to inspect any Premises or, except to the extent required by the Public Utilities Act or the Commission's rules, to warn any Person of conditions therein. The Customer will be held responsible and liable for all gas used on the Premises until notice of termination of service is received by the Company and the Company shall have taken the final meter readings.

4.10.2.4. No Responsibility for Gas Supply, Inspections, Warnings, etc. The Company will not be responsible for damages for any failure, interruption or backfeed of the supply of gas, increase or decrease in pressure, or change in characteristics of gas supply. The Company will not be responsible for any damages caused by or incurred in connection with any inspection or alleged failure to inspect or any claim arising out of the Company's warnings or failures to warn.

4.10.2.5. No Responsibility for Conduct In Compliance With Tariffs and Rules. The Company is not liable for any damages caused by the Company's conduct in compliance with or as permitted by the Company's tariff or other agreements, or any other applicable rule, regulation, order or tariff.

4.10.2.6. Forces Majeure. The Company is not liable for any damages that are caused in whole or in part by circumstances outside of its control, including acts of God, natural disasters, terrorism, military action or war, including any actions or omissions of the Company taken in good faith in connection with such circumstances.



4.10.2.7. Limitations Cumulative. The limitations of liability set forth in this subsection 4.10.2 of this tariff are cumulative and the application of one limitation does not preclude the application of other limitations. These limitations are in addition to any other limitations that may be applicable to the Company's liability pursuant to applicable law.

4.10.3. Indemnity. Each Customer, Applicant, Claimant or other Person having dealings with the Company subject to this tariff shall indemnify and hold the Company (and its officers, agents and employees) harmless from and against any and all Costs that the Company and its officers, agents or employees may incur as a result of such Customer, Applicant, Claimant or other Person's acts or omissions in violation of or not in conformity with the provisions of this tariff or of any Commission rule or other applicable law. The indemnifying party shall, at the Company's request, defend any suit asserting a claim that is covered by this indemnity.

4.10.4. No Resale; Redistribution; Exclusive Service. No Customer may obtain gas supply hereunder for resale or redistribution. The Customer may not sell gas obtained hereunder to any Person. The Customer may not redistribute gas obtained pursuant to this tariff to any other Person in exchange for a benefit, a promise or other consideration under conditions that do not constitute resale. Except as may be specifically provided otherwise in a rate schedule, the Customer shall not submeter or remeasure gas delivered under this tariff. The Company shall not be required to provide service to any Premises where it is not the sole provider of gas service.

4.10.5. Unusual Conditions; Protection of Service. The Company reserves the right to shut off the supply of gas at any time when such action is necessary for the purpose of making repairs or in case of an emergency. The Company shall make reasonable efforts to notify the Customer in advance of shutting off the supply of gas for the purpose of making repairs where no emergency is involved. The Company is not required to render service, and no Customer may use service, to the extent such rendering or use is expected to have a detrimental effect upon the service provided to other Customers.



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4.10.6. No Assignment by Customer. No agreement between a Customer and the Company may be assigned or transferred without the written consent of the Company. Any successor to a Customer having an agreement with the Company shall execute and deliver to the Company and agreement assuming and agreeing to be bound by the original agreement, in form and substance acceptable to the Company in its discretion. The Company may assign any agreement between it and a Customer without the Customer's consent; provided that any required Commission approval shall have been duly obtained.

4.10.7. No Authority to Alter. No agent or employee of the Company has authority to amend, modify or alter the terms of this tariff or to bind the Company by making promises not set forth in this tariff or in a written agreement signed by the Company.

4.10.8. Protection of Property. All meters, regulators, and other facilities placed on a Customer's Premises by the Company, unless otherwise expressly provided, shall be and remain the property of the Company and each Customer shall exercise reasonable care to protect such property from loss and damage. If a meter installation requires physical protection to prevent damage from a hazardous condition, such protection shall be provided at the Customer's expense. When in the Company's judgment, relocation of its facilities becomes necessary because of a Customer's construction or operations, or when relocations of the Company's facilities are requested for the convenience of the Customer, the Company at the Customer's expense will make such revisions, to the extent and to such locations deemed feasible by the Company.



4.10.9. Access to Premises. The Company shall at all reasonable hours have free access to the Premises for the purpose of inspecting the Customer's installation and of reading, examining, repairing or removing the Company's meters or other property. In case the Customer is not the owner of a Premises, or of intervening property between a Premises and the Company's main or other facilities, the Customer shall obtain at its expense from the proper owner, or owners, the necessary consent to the installation and maintenance on the Premises and on such intervening property of all piping, or other equipment, necessary or useful in supplying gas to the Customer. From time to time at the Company's request the Customer shall provide evidence satisfactory to the Company of its ownership or right to permit the installation and maintenance of the Company's property (and any Customer equipment necessary or useful for the receipt of service hereunder) and any necessary consent thereto. Such evidence may include a written statement of permission from Persons having ownership or consent rights or asserting such rights. The Company shall not be required to provide service and may discontinue service in the absence of such evidence.

4.10.10. Motor Vehicle Fuel. The Customer shall be responsible for all taxes to governmental bodies on the sale of natural gas for conversion to compressed natural gas (CNG) for use in vehicles.

4.10.11. Escaping Gas. The Customer shall immediately give notice to the Company of any gas escaping in or about the Premises.

4.10.12. Metering. The gas delivered to a Customer under each rate schedule shall be measured by a meter or meters to be installed by, and at a location suitable to, the Company, provided by the Customer upon its Premises. The Company may use remote meter reading devices, which include any device that reads the meter and any device that corrects for pressure, temperature or supercompressibility; readings transmitted by such remote devices shall be considered actual meter readings for purposes of this tariff and the Commission's rules. The Company shall not bear any liability as a result of inaccurate automated meter readings, which shall be corrected by reference to the meter register. The Company reserves the right to correct the volume of gas registered by a meter to a base temperature of sixty degrees Fahrenheit, for supercompressibility or other factors deemed reasonable by the Company.



4.10.13. Definitions. As used in this tariff, the following terms shall have the meanings ascribed below:

(a) "*Applicant*" means a Person who applies for service and/or who requests an extension.

(b) "*Costs*" means all actions, suits, proceedings, investigations, charges, complaints, claims, injunctions, judgments, orders, decrees, rulings, damages (including economic, incidental and consequential damages, damages for injury to or death of natural persons, or injury to or loss of property, interest and punitive damages), dues, penalties, fines, costs, reasonable amounts paid in settlement, liabilities, obligations, taxes, liens, losses, diminution of value, expenses, and fees, whether or not involving a third party claim, including court costs, arbitration costs and fees, costs of investigation and defense and reasonable attorneys' fees and expenses.

(c) "*Customer*" means a Person legally receiving service at a Premises or whose facilities are connected for utilizing service at the Premises.

(d) "*Low Income Customer*" means a Residential Customer who has qualified under the low income criteria of Section 6 of the Energy Assistance Act of 1989 (305 ILCS 20/6) as defined in 83 Ill. Admin. Code 280.20.

(e) "*Non-Residential*" shall mean in relation to any usage, Customer or Applicant, that such usage, Customer or Applicant is not Residential or a Residential Customer.

(f) "*Person*" means a natural Person, corporation, developer, firm, real estate trust, partnership, organization, association or other legal entity.

(g) "*Pipeline Tap Customer*" means an Applicant or Customer that obtains natural gas from a pipeline running on or near such Applicant's or Customer's Premises rather than through the Company's main natural gas supply and distribution system.

(h) "*Premises*" means a contiguous tract of land separated by nothing more than a highway, street, alley or railroad right-of-way, where all buildings and/or gas consuming devices located thereon are owned or occupied by a single Customer or applicant for gas service, or where all gas delivered thereto is utilized to supply one or more buildings and/or gas loads that the Company considers as components of a unified operation.

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(i) "*Residential*" or "*Residential Customer*" means service pursuant to, or those Customers eligible for, Residential service pursuant to the Availability section of Rate Schedule 110, Residential Gas Service. In addition, a Pipeline Tap Customer shall be considered a Residential Customer as long as such Pipeline Tap Customer's usage is for wholly domestic and non-commercial or industrial purposes (otherwise such Pipeline Tap Customer shall be deemed a Non-Residential Customer).

4.10.14. Headings and Construction. The headings of Articles and Sections in this tariff are provided for convenience only and shall not affect its construction or interpretation. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms. In the event an ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any Person by virtue of the authorship of any of the provisions of this Agreement.

4.10.15. Samples. Attached in the Appendix to this tariff are the following bill samples and prearrangement agreement form samples: (a) Sample Landlord Prearrangement Form; (b) Sample Form of Bills for each service type.



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## V. STANDARDS AND QUALIFICATIONS FOR GAS SERVICE

### 5.1. Technical and Operational Requirements

5.1.1. Standard Service. Gas will be delivered at a nominal pressure of seven inches water column (one quarter pound per square inch gauge (psig)).

5.1.2. Non-Standard Service. Non-standard service shall include all service where the measured nominal pressure exceeds seven inches water column. Non-standard service will be provided at the sole discretion of the Company and the adequacy of the non-standard pressure for the Customer's needs shall also be determined by the Company. The cost of a non-standard service shall be paid by the Customer pursuant to the Excess Facilities provision of this tariff (subsection 5.2.5). The Customer shall comply with the Company's standards and the specifications in the current edition of National Fuel Gas Code (NFPA 54).

The Company will seek to minimize the number of non-standard service installations and billing applications on its system. The Company reserves the right to discontinue providing any such non-standard service to a Premises for prudent engineering reasons when (a) the Premises is remodeled or rehabilitated in any such manner that requires new, modified, enhanced or relocated gas distribution facilities from the Company, or (b) the Premises become an inactive account for a consecutive period of six months or more.

5.1.3. Permits and Inspection Fees. The Customer shall secure and pay for all permits, required by constituted authorities, for the installation and operation of all gas piping and other gas equipment on the Premises.



5.1.4. Requirements of Customer's Load. The Customer shall cause all equipment and piping installed by or on behalf of the Customer to have operating characteristics that enable the Company to maintain a satisfactory standard of service to both the Customer being served and all other Customers in the same area as determined by the Company. For any Customer that does not voluntarily comply with this requirement, the Company, where practical after giving notice, may install corrective equipment on the Company side of the meter and charge such Customer a lump sum amount in accordance with the Excess Facilities provision of this tariff (subsection 5.2.5), for the current cost of such equipment and the cost of replacement of such equipment. Failure of the Customer to pay for corrective facilities installed by the Company shall be grounds for the disconnection of gas service.

Whenever any Customer's equipment using gas has characteristics that may cause interference with service to any other Customer or interfere with proper metering, such Customer shall, at its expense provide all necessary equipment to preclude such interference. If such Customer has not provided such necessary equipment, the Company may do so at the Customer's sole expense.

The Company shall have the right to reject any application for service or to terminate service to any Customer whose Premises, operation, or gas utilization, in the judgment of the Company, are dangerous to Persons or are otherwise unsafe in the vicinity of the Company's meter and other facilities or, in the judgment of the Company, make relocation of pipelines or metering equipment necessary. The Company may relocate such facilities at such Customer's expense to an acceptable location on such Customer's Premises.

The Company shall have the right to terminate or not provide service to any equipment or Customer that causes undue pressure fluctuations or that in any other way interferes with the Company's provision of safe, adequate and satisfactory service.

5.1.5. Company Obligations. In supplying service to Customers, the Company shall furnish such service within a reasonable length of time dependent upon the availability of materials, labor and system capacity, and after all necessary easements, permits and approvals are obtained from the Customer and other governmental and regulatory authorities and any other third party.





5.1.6. Customer Obligations. In applying for gas service from the Company, and receiving such service thereafter, a Customer shall:

(a) Inform the Company as to the size and characteristics of the load that is to be initially and thereafter served, the location of the Premises, the date such Customer anticipates the need for said service and any special circumstances or conditions affecting the supply of gas service by the Company. The Customer shall promptly notify and request approval from the Company of any significant changes in operation or equipment at the Customer's Premises that might endanger or affect the proper functioning, or require modification, of the Company's metering or other gas facilities used in providing service to the Customer or cause a condition where such facilities would not comply with applicable laws, ordinances or codes.

(b) Furnish at no cost, upon the Company's request, a right-of-way cleared of all trees and other obstructions for the extension of gas supply facilities by the Company. Such right-of-way easement, license or permit will grant to the Company continuing rights, thereafter, to maintain the right-of-way in condition that will not interfere with the delivery of gas service. In addition, any easements, licenses, permits, or consents of third parties that may be deemed necessary or useful by the Company for such right-of-way or otherwise for provision of service to the Customer shall be furnished or paid for by the Customer.

(c) Install all Customer-owned equipment, piping, fittings, and valves in a condition acceptable to and approved by the governmental inspection authority having jurisdiction in the territory in which the Customer's Premises is located and in accordance with the Company's standards and in accordance with the specifications of the latest edition of the National Fuel Gas Code (NFPA 54).

(d) At all reasonable hours permit properly authorized agents of the Company (and if requested by the Company, in the presence of the Customer or its authorized representative), free and safe access to the Customer's Premises for the purpose of inspecting the Customer's appliances and installations, discontinuing the use of equipment affecting the proper supply of gas service, examining, repairing or removing the Company's meters or other property, reading of meters, making connections, disconnections, locating and marking facilities, or reconnections of service, or for any other purpose deemed necessary by the Company.

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(e) Be responsible for payment of all Company-provided gas service used on the Customer's Premises and for all requirements of the provisions of the tariff and rate schedule under which the gas service is provided.

(f) Be responsible for any damage, alteration or interference with Company metering or other gas facilities on the Customer's Premises, by the Customer or any other party on such Premises, whether authorized or unauthorized by the Customer.

(g) Pay to the Company the cost of any change or relocation of the Company's service facilities or distribution system on or adjacent to the Customer's Premises occasioned by changes at the Customer's Premises in order to comply with proper operational requirements, other requirements of applicable laws, ordinances or codes, and the Company's standards and policies. In the event of a change in grade levels, buildings, structures, foundations, walls, or other changes that would affect the cover of gas distribution system extensions or services, the property owner shall notify the Company prior to the change and shall pay the Company its cost of moving or replacing its facilities to accommodate the change.

(h) Notify the Company if the Customer intends to use alternate or backup fuels to supply all or a portion of the Customer's gas load requirements in a common fuel line fed by the Company's gas delivery system.

(i) Be responsible for locating and marking all non-Company facilities prior to construction. The Company shall not be responsible for damage to any facilities a Customer fails to accurately locate and mark.

5.1.7. Additional Customer Requirements.

5.1.7.1. Provision of Plans and Plats. The subdivider, developer, or property owner(s) in an area to be served by gas facilities will be required to furnish the Company with (a) suitable recorded plats and valid title restrictions or covenants and (b) final site or plot plans showing specific locations of all existing or proposed buildings, water mains, sewer tiles, paved areas, and any other obstacles that are or will be below grade. The final site or plot shall also include the final lot numbering system and final apartment numbers, if applicable.

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5.1.7.2. Appropriate Agreements. The Company will not be required to begin installation of gas facilities until agreements between the Company and the affected subdivider, developer, or property owner(s) setting forth the obligations and liabilities of the parties have been obtained. The agreements shall include the Company's estimates of all payments, reimbursements, and deposits, if any, to be made by the subdivider, developer, or property owner(s). Arrangements satisfactory to the Company with regard to payments, reimbursements, and deposits, if any, shall be made prior to the commencement of the installation of such gas facilities. The arrangements can include, but are not limited to, payment of estimates in advance of the installation, minimum monthly contributions, and credit or collateral agreements.

5.1.7.3. Certain Preparation. Before the Company begins to install gas facilities, the subdivider, developer or property owner(s) will be required to (a) remove obstructions from the Company's construction route and from the area to be used for installation of gas Services and to provide access to the area for the Company's equipment; (b) establish the final grade of the route upon which the Company's gas supply facilities will be located and stake or otherwise identify property boundaries, as required, prior to commencement of construction by the Company; (c) provide visible lot pins or stakes in all lot corners adjacent to the easement areas at such intervals as may be designated by the Company; and (d) notify the Company sufficiently in advance of construction to permit proper coordination of construction with other utilities involved.

5.1.8. Point of Delivery and Responsibility for Customer Facilities. The Company shall have the right to identify and approve the point of delivery to each Premises. The Customer shall be responsible for the installation, maintenance, and replacement of all facilities on the Customer's side of the meter.

5.1.9. Lawn and Landscaping. For new gas installations, any restoration of lawn or landscaping shall be the responsibility of the subdivider, developer or property owner(s). When the Company performs maintenance and repair work in existing gas distribution areas, the Company shall replace and repair the lawn to as near the original state as is reasonably possible after work has been completed. The Company will determine whether to backtamp, reseed or relay original sod. Notwithstanding the foregoing, the Company shall not be required to incur out of the ordinary expenses in replacing and repairing the lawn or landscaping.

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5.1.10. Certain Costs. The Customer shall pay to the Company the cost of any repairs, replacement, rerouting, relocation or re-engineering of any Company facilities necessitated by the Customer's request, negligence or failure to properly comply with any of its obligations as set forth in this tariff.

5.1.11. Protection of Company Property. All service pipe, meters, and equipment owned by the Company that may be on the Customer's Premises, shall be and remain the property of the Company and the Customer shall protect such property from loss or damage, and no one other than an agent of the Company shall be permitted to operate, remove, or make any alterations or changes in such property. The Customer shall exercise due care to avoid damage to or unsafe or unsanitary conditions adjacent to the Company's meter and other Service facilities located on a Customer's Premises. If the Customer's operations or the manner in which the Customer uses the Company's service causes damage to the Company's facilities, the Customer shall pay the amount of such damage to the Company on demand. The Customer shall be responsible for the cost of any facilities that the Company deems necessary to protect Company equipment located on the Customer's Premise.



## 5.2. Expansion and Modification of Gas Distribution System

5.2.1. Extensions Overview. If an Extension is necessary in order to serve a Requester, the Company shall make the Extension in accordance with the provisions in this Section 5.2. The Company may request that the Requester acknowledge the provisions of this Section 5.2 in a separate writing before the Company makes the Extension. An Extension may be necessary to service more than one Requester. In such event the Company will aggregate the Standard Cost Equivalent allowances associated with the applicable Customer Equipment Group, and the CEG will share responsibility pertaining to Refundable Deposits and Non-Refundable Contributions, as applicable. The Company shall provide Extensions as described in this Section 5.2 in lieu of the Commission's Standards of Service for Gas Utilities.

The provisions of subsections 5.2.1 through 5.2.4 pertain only to year-round permanent service for qualifying Requesters and are for expansion of the Company's distribution system. Extensions required for temporary service are addressed under Temporary Services subsection in Work for Customer Benefit (subsection 5.2.5.3)

The Requester shall be responsible for providing suitable right-of-way, acceptable to the Company, together with necessary easement for Extensions located on Requester's property. The Requester shall be responsible for all expenses necessary to acquire suitable right-of-way acceptable to the Company, properly cleared to final grade, together with any easements deemed necessary by the Company.

For purposes of calculating Main and Service Extension charges under this Section 5.2, the demarcation point between a Service Extension and a Main Extension shall be the Requester's property line. That portion of service extended on public or private right-of-way up to Requester's property line will not be included as part of any Service Extension costs to the Requester.

The Company will normally provide service to the Requester at only one point of delivery on each Premise. The point on the Company's system where the Service Extension will terminate will be designated by the Company. The Company, at its sole discretion, may agree to provide service through multiple delivery points pursuant to good engineering practice or as described in the Excess Facilities provision of this tariff (subsection 5.2.5).



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If the Extension is of such length and the prospective business that may be developed by it is so meager as to make it doubtful whether the business from the Extension would ever pay a fair compensation for its investment, operation, maintenance and replacement, or for other substantial reasons is unwarranted, the fact shall be reported to the Commission for investigation and determination as to the reasonableness of the Extension.

5.2.2. Single Customer and Multi-Tenant Extensions.

5.2.2.1. Main Extension. A Requester requiring a Main Extension will be provided an allowance up to the Standard Cost Equivalent at no charge to such Requester where the primary source of heat is gas or where the gas utilization equipment is sufficient to justify the Main Extension. The Company will not provide a free Main Extension where the gas utilization is expected to be insufficient to justify the Main Extension. If a Requester is entitled to a free Main Extension and the estimated cost exceeds the Standard Cost Equivalent, or if the Requester is not entitled to a free Main Extension, the Requester will pay, in advance of construction, a Non-Refundable Contribution to the Company equal to the difference between the estimated cost and the Standard Cost Equivalent (if Requester is entitled to a free Main Extension), or the estimated cost of the Main Extension (if Requester is not entitled to a free Main Extension).

5.2.2.2. Service Extension. A Requester requiring a Service Extension will be provided up to one hundred feet of service pipe (if the Rider VBA is effective with respect to such Requester, otherwise an amount to be determined by the Company based on the installed appliances at the Requester's Premises) with a maximum diameter of one inch at no charge to the Customer. If the Service Extension required is longer than the free footage allowance or the required pipe is larger than one inch, the Requester shall pay the Company for the difference through a Non-Refundable Contribution. The route of Service Extension will be the shortest installed distance, based on good engineering practices, between the Company's distribution system and the Company's designated point of delivery.



5.2.3. Proposed New Residential Subdivisions and Non-Residential Developments. If a Requester requests a Main Extension in a proposed residential subdivision or non-residential subdivision the Requester and the Company will enter into a contract regarding any Main Extensions as required by the Company on a case-by-case basis. Such contract will specify all necessary Non-Refundable Contributions to be made by the Requester as well as other specific requirements.

5.2.4. Non-Residential System Upgrades.

5.2.4.1. Non-Residential Capacity Upgrades. A Non-Residential Requester that requests or causes an upgrade of the Company's existing facilities may be required, at the Company's sole discretion, to provide additional assurances in the form of cash, irrevocable letters of credit, surety bonds, or other payment agreements to allow the Company to recover the cost of such upgrades. The Requester will be allowed to use a revenue test to justify these costs. When required, such assurances shall last for up to three years as may be specified by the Company. Such upgrades shall include, but not be limited to mains and regulator stations.

5.2.4.2. Non-Residential Load Additions and Pressure Upgrades. An existing Non-Residential Customer that requests facility additions or modifications including any pressure upgrade to accommodate additional load or change in gas utilization equipment will be subject to a revenue test.

5.2.5. Excess Facilities. Where a Requester requests and the Company agrees to provide facilities the Company does not normally provide during the course of business, the Customer shall be able to receive such facilities pursuant to a contract as required by the Company on a case-by-case basis. The contract may in the Company's discretion provide for a Non-Refundable Contribution to cover the installation costs, ongoing operation and maintenance costs, replacement costs, and any removal costs associated with the facilities. Examples of facilities that fall under excess facilities include, but are not limited to, the following:

5.2.5.1. Duplicate On-Site Facilities. A Customer that requests duplicate facilities on such Customer's Premises may be able to procure such facilities from the Company under the provisions of these Excess Facilities provisions.



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5.2.5.2. Additional Points of Delivery. The Company will normally provide service to a Customer at only one point of delivery on each Premise. Notwithstanding the foregoing, the Company may agree to provide service through additional Points of Delivery, at a Customer's request under this subsection 5.2.5.2. Additional points of delivery provided as Excess Facilities will not be cumulated or otherwise combined, for billing purposes, with any other service provided to a Customer. At the Company's sole discretion, the Company may choose to provide service through additional Points of Delivery to affect economies or if required to render safe and adequate services, at no additional cost to the Customer.

5.2.5.3. Equipment Required for Customer Operations. If a Customer's gas equipment and appliances have objectionable characteristics, the Customer shall equip them with corrective devices so as to enable the Company to maintain a satisfactory standard of service. Where a Customer's equipment causes undue disturbances to the Company's system or in any way interferes with the Company's provision of safe, adequate and reliable service, the Company shall have the right to deny service to such Customer or to charge that Customer for the total cost of correcting the disruptive conditions in a manner satisfactory to the Company. Such charges shall include the cost of any testing costs required for the corrective facilities.

5.2.5.4. Equipment Required for Customer Anticipated Growth. A Customer that requests that the Company provide oversized facilities or system improvements due to Customer's anticipated growth in operations may be able to procure such facilities under these Excess Facilities provisions.

5.2.5.5. Additional Metering Equipment Requested by Customer. Additional metering equipment requested by the Customer may be provided at the Customer's expense under these Excess Facilities provisions.





5.2.6. System Relocations and Modifications. An existing Customer that is currently served by adequate gas facilities, but requests the Company to relocate, convert or in some other manner modify these facilities will reimburse the Company if the Company, at its discretion, agrees to make the requested changes. These modifications may include relocations required to correct compliance or code violations by Persons other than the Company or for other reasons. At the Company's sole discretion, such charges may be based on either actual costs or standard job estimation calculations incurred for such work. A revenue test will not be used in the determination of the Customer's Non-Refundable Contribution, nor will it be used as an offset to any amounts due as a Non-Refundable Contribution. When a relocation or modification is done in conjunction with other system expansion or excess facilities requested by a Requester, all applicable provisions of each section shall apply. The provisions of this subsection 5.2.6 are not intended to conflict with or supersede the applicable rules of the Illinois Department of Transportation for work done at its request, and work done at the request of a governmental entity pursuant to a franchise agreement. Such work may be governed by applicable Department of Transportation rules or the relevant franchise agreement, as applicable.

5.2.7. Work for Customer Benefit.

5.2.7.1. Work Outside Normal Hours. Any additional costs incurred for Customer convenience by the Company at the request of the Customer initiating a project will be charged to the Customer. Such cost may include but not be limited to overtime charges, callout charges, and expediting charges.

5.2.7.2. Service Calls. A Customer that reports service problems may be charged a fee for service calls as set forth in Article VI (Miscellaneous Fees and Charges) of this tariff, if the Company determines the problem is within the Customer's gas system or is otherwise not the responsibility of the Company.

5.2.7.3. Temporary Delivery Services. When gas service is supplied on a temporary basis (e.g., for construction jobs, traveling shows, exhibitions and mobile homes not deemed permanent), the Customer shall pay the cost of installing and removing the temporary Main Extension or Service Extension and any additional meters or other facilities of a temporary nature.



5.2.7.4. Work on Facilities Owned by Customer. If permitted by the Company in its sole discretion, a Customer may, pursuant to agreement with the Company, engage the Company to construct, maintain, or remove gas facilities owned by such Customer. The Company shall charge such Customer for all such work done on such Customer's Premises at rates that fully compensate the Company for its labor, equipment and overhead.

5.2.8. Revenue Test and Guarantee Agreements. A Requester for Non-Residential Service that requests the Company provide a system expansion may request a revenue test performed to determine if such Requester's delivery revenue may offset all or a portion of the cost of such expansion. The Company will conduct such revenue test in accordance with its policies and practices. Where the cost of the expansion exceeds the estimated revenue determined by the revenue test, the Requester may enter into a revenue guarantee agreement in advance of construction. At the Company's sole discretion, additional assurances may be required from the Requester, in the form of cash, irrevocable letters of credit, surety bonds or other payment arrangements agreed to by the Company. A Requester that chooses the revenue test option (if applicable) will not receive a refund if additional Customers or Applicants attach to the Main Extension.

5.2.9. Refundable Deposits. A Requester requesting a system expansion may be required as detailed below to pay for the expansion through a Refundable Deposit, which may be made in cash. The Company, in its sole discretion, may make available to the Requester other Refundable Deposit options including irrevocable letters of credit, surety bonds or other payment and refund arrangements agreed to by the Company. Refundable Deposits are subject to refund without interest for a specific time period as new Customers attach to the Main Extension for which the Requester's Refundable Deposit is retained. The Requester will be responsible for notifying the Company when a refund is due and refunds will be made annually on or about June 1 following each anniversary date of the day the Refundable Deposit was made to the Company for a period of five years (or as otherwise may be agreed to between the Requester and the Company). Refunds will be made only to the original contributor, unless assigned in a form acceptable to the Company by such original contributor, and shall in total not exceed the amount of the original Refundable Deposit.



5.2.10. Taxes on Contributions in Aid of Construction. Where federal or state tax laws, regulations or rules treat the payment by a Requester for a requested service from the Company to be taxable income as a Contribution in Aid of Construction or otherwise, the Company will increase the payment required from such Requester to fully reflect the potential tax effects on the Company.

5.2.11. Abnormal Construction Conditions and Unusual Expenditures. The free footage amounts indicated in this Section 5.2 assume there are no abnormal construction conditions present at the Extension locations and unusual expenditures will not be required for installation. When abnormal construction conditions are present and/or unusual expenditures are required the Requester shall pay the Company a Non-Refundable Contribution prior to construction for the excess costs to be incurred by the Company in order to expand the system. Standard Cost Equivalents cannot be used to offset the costs associated with abnormal construction conditions and/or unusual expenditures. If a revenue test is performed, the costs associated with abnormal construction conditions and/or unusual expenditures will not be included in the revenue test but rather will be collected as a Non-Refundable Contribution noted above.

Abnormal and unusual construction conditions include but are not limited to, inaccessible terrain, rocky soil, frozen ground, safety or legal problems, a route other than the most direct based on good engineering practice used at the Requester's request or due to any inability to obtain right-of way, excessive engineering costs, obstructions and hindrances, crop damage, special governmental or third party requirements, or excess extension lengths prior to reaching the applicable property line.



5.2.12. Certain Definitions. As used in this Section 5.2 of this tariff, the following terms shall have the meanings ascribed below:

(a) "*Customer Extension Group*" or "*CEG*" means a group of Customers and/or Applicants, as applicable, that elects to approach the Company as a group for purposes of requesting an Extension.

(b) "*Development*" Development means multiple Premises each receiving services and located on a parcel or parcels of land whose site plan or plats have been recorded with the appropriate governmental agencies.

(c) "*Extension*" means an expansion of the Company's distribution system built to serve a Customer, Applicant, or CEG either on public or private easement or on a Customer's Premises.

(d) "*Fuel Line*" means Customer-owned gas facilities downstream from the point of delivery.

(e) "*Main Extension*" means that portion of an Extension on public or private right-of-way built to potentially serve additional Locations.

(f) "*Multi-Tenant*" means a multiple occupancy building with three or more Customers who each qualify for the Residential rate or two or more Customers of which each at least one qualifies for a Non-Residential rate.

(g) "*Non-Refundable Contribution*" means an amount paid prior to construction by a Customer, Applicant, or CEG to the Company that is not subject to refund.

(h) "*Non-Residential Service*" Non-Residential Service, for purposes of determining Main and/or Service Extension applicability in this Section 5.2, is the gas utility service rendered that is not gas service rendered to either one or two Customers at the same Premises that are both Residential Customers.

(i) "*Requester*" means a Customer, Applicant, CEG or other Person requesting an Extension.



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Gas Tariff Issued Pursuant to an Order by the Commission in Docket No. 16-0401  
Issued By: Christopher D. Krygier, Director, Rates and Regulatory Affairs (Central Region)  
602 South Joplin Avenue, Joplin, MO 64801

Date Issued: May 31, 2017

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(j) “*Refundable Deposit*” means an amount normally paid prior to construction by a Customer, Applicant, or CEG in cash or other payment arrangements available and agreed to by the Company, to the Company, that potentially may be refunded in whole or in part, when certain conditions are met.

(k) “*Service Extension*” for purposes of calculating Extension charges, is that portion of the Extension dedicated to the Customer, on the Customer’s Premises and means the gas piping and equipment used for delivering gas, regardless of pressure, from either the Company’s distribution system or the Main Extension to the Company’s designated point of delivery.

(l) “*Standard Cost Equivalent*” means the free main extension allowance which is the installed cost equivalent of four hundred feet of two-inch polyethylene pipe with normal trenching and backfill, as may be determined by the Company in its reasonable discretion from time to time. The Company shall provide the calculation indicating the installed cost equivalent of the free main extension referred to as the Standard Cost Equivalent to the Commission’s Manager of Rates and Director of its Safety and Reliability Division by December 15<sup>th</sup> of each year, which shall be effective for the following calendar year. The Company may, but is not required to, update such calculation from time to time by providing at least fifteen calendar days’ prior notice to the Commission’s Manager of Rates and Director of its Safety and Reliability Division.

(m) “*Subdivision*” means a parcel or parcels of land consisting of four or more residential lots whose site plan or plat(s) have been recorded with the appropriate governmental agencies.

(n) “*Temporary Service*” means a location where service is to be of a temporary nature with anticipated gas use of less than three years.



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### 5.3. Metering

5.3.1. Meters Generally. The Company will own, furnish, install, calibrate, test, maintain and read all Company meters and all associated equipment used for billing and settlement purposes in its service area.

5.3.1.1. Separate Meters Required. A separate meter shall be installed to measure the gas that is controlled and consumed by the occupant of each: (a) individual unit in any new building; (b) individual unit in any newly remodeled existing building or in a newly remodeled portion of an existing building; or (c) individual lot of "space" in a mobile home park. However, in its sole discretion the Company may grant a variance to allow a single meter in a single building with multiple tenants. Such meter will be billed at the applicable Non-Residential rate.

5.3.1.2. Meters in Multi-Occupant Buildings. All gas service rendered to each tenant in a multi-occupancy building shall be metered separately and shall be billed directly to that tenant, unless the owner or landlord of the building elects to furnish space heating, hot water service, or other similar service from a common (that is, outputs of such equipment are combined in a single header or plenum) system. Such common service may be measured through a single meter provided that (a) such service shall be taken in the name of the owner or landlord, (b) the tenant is not required to make payment for such service based on usage of such service, and (c) gas for cooking or other purpose not of a common nature will be metered separately and billed directly to tenant.

5.3.1.3. Separate Metering Not Required. Separate metering and billing for gas service shall not be required for (a) units within buildings normally considered to be temporary domiciles, such as hotels, dormitories, health care facilities, nursing homes, and correctional facilities, (b) residential units that do not have kitchen and bathroom facilities separate from common use facilities, (c) portions of buildings in which separate metering is impractical, such as concession stands in lobbies or individual offices that share office service areas, and (d) multiple-unit buildings that are designated as congregate, assisted-living care facilities for elderly or handicapped Persons.





5.3.2. Interval Meters for Transportation-only Customers. Interval meters are meters that provide measurement of gas consumption such that usage information is available for discrete increments (e.g., hourly, daily) throughout the metering period. The Company does not provide interval metering (i.e., hourly or daily) except for Transportation-only Customers. As provided for in Rate Schedule T, the Company will install an interval meter at each location where a Customer receives Transportation-only service. Whenever interval metering is installed, the Company will own, furnish, install, calibrate, test, maintain, and read meters used for billing and settlement purposes.

5.3.3. Meter Replacement. When a Customer has a significant decrease in load or has their delivery service rate reassigned due to a decrease in load and the Customer's existing meter is inadequate or incompatible with the new delivery service rate, the Customer will reimburse the Company for the cost of replacing the meter.

5.3.4. Advanced Metering. Advanced Metering is considered the standard meter service in areas converted to Automated Meter Reading ("AMR") or Advanced Metering Infrastructure ("AMI") metering. Non-Advanced Metering is not permitted for Non-Residential Customers once Advanced Metering becomes the standard meter service for areas converted to AMR or AMI metering. The Company reserves the right to limit or terminate a Customer's ability to refuse AMR or AMI Metering.





#### **5.4. Technical Requirements for Customers Using Alternate or Backup Fuel**

The minimum technical requirements for a Customer using alternate or backup fuels to supply all or a portion of such Customer's gas load requirements in a common fuel line fed by the Company's gas delivery system are set forth below:

(a) All Customer installations shall adhere to any applicable requirements of the current edition of National Fuel Gas Code (NFPA 54) or any other industry or code requirements for the alternative fuel.

(b) The Customer will bear all costs to protect the Company's delivery system from the backflow of alternate and backup fuels under the Excess Facilities provisions of this tariff (subsection 5.2.5).

(c) In addition to the other indemnities set forth in this tariff, the Customer shall specifically indemnify and hold harmless the Company, its officers, agents, and employees against all Costs proximately caused by the construction, ownership, interconnection, operation, or maintenance of, or by failure of, any works or facilities used in connection with this tariff that are not owned operated and installed by the Company. The Customer shall, on the Company's request, defend any suit asserting a claim covered by this indemnity.

(d) The Customer agrees to make any necessary changes or adjustments to the additional facilities being operated in common to eliminate any backflow into the Company's distribution system.

(e) Customers using alternative and backup fuel facilities may be disconnected by the Company from its system whenever, in the sole opinion of the Company, such action is required by an emergency, for reasons of safety or due to other operational concerns.



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### 5.5. Heating Value and Quality of Gas

The rates specified in each rate schedule, unless otherwise specified, are based on the assumption that the gas being delivered has a heating value of 1,000 Btu per cubic foot and the gas delivered by the Company shall be merchantable and, so far as practicable:

(a) shall be commercially free from solid or liquid matter, dust, gum or gum-forming constituents;

(b) shall not contain more than one grain of hydrogen sulfide per therm; and

(c) shall not contain more than 30 grains of total sulfur per therm.

The quality of Customer-owned gas shall meet or exceed the specifications contained in the Commission's rules and any specifications determined by the Company. Customer-owned gas that does not meet such specifications may be refused by the Company.

The Company furnishes natural gas service having a heating value content of approximately 1,000 Btu per cubic foot which may be supplemented by manufactured, liquefied petroleum gas or other hydrocarbon gas.

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May 31 2017

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## VI. MISCELLANEOUS FEES AND CHARGES

Unless otherwise specified, the fees and charges set forth in this Article VI apply to service under all rate schedules.

### 6.1. Charge for Returned Checks

A charge of \$25 will be assessed on any negotiable instrument returned by a bank, savings institution or other institution, that is returned by that institution for any reason, including the following:

- (a) Non-sufficient funds (NSF);
- (b) Uncollectable funds;
- (c) Account closed;
- (d) Account frozen; or
- (e) Invalid account number or non-existent account.



See subsection 4.4.5.

### 6.2. Late Payment Fee

The late payment charge shall be 1.5% per month on any amount considered past due.  
See subsection 4.4.3.

### 6.3. Service Reconnection Charge

If a Customer is subject to a reconnection charge pursuant to this tariff, the charge shall be as set forth below:

(a) During regular working hours on the next business day after the events giving rise to the reconnection: \$30

(b) During regular working hours on the same business day when the events giving rise to the reconnection: \$45

(c) Outside regular working hours \$60

(d) Physical service reconnection \$450

See subsections 4.7.6 and 4.7.8.

### 6.4. Excessive Re-reading of Meter Fee: \$35

See subsection 4.3.8.

### 6.5. Reinstatement Fee: Fee for reinstatement of deferred payment plan: \$50

See subsection 4.6.7.

### 6.6 Service Fee for Service Calls Due to Customer Equipment

The service fee for service calls when the Company determines the problem is within the Customer's gas system or is otherwise not the responsibility of the Company shall be \$40 during normal working hours, and \$60 during periods outside of normal working hours. See subsection 5.2.7.2



**6.7. Taxes**

Customers shall bear the entire amount of any tax levied on the Company's provision of goods and services, including the Illinois Gross Receipts Tax pursuant to the Gas Revenue Tax Act, including any municipal utility tax charge and including all amounts that the Company may charge pursuant to Section 9-221 of the Public Utilities Act or any other amounts that the Company is authorized to charge in connection with the collection of taxes and governmental charges. Collections of such taxes, and charges in respect of such taxes, shall be as required by law. Article VII of this tariff (Municipal Utility Tax Supplemental Schedule Pursuant to Section 9-221) sets forth the supplemental schedule required by Section 9-221 of the Public Utilities Act.

**6.8. Governmental Charges**

Customers shall bear the full amount of any other charges required by law to be levied on the Company's provision of goods and services, including the Renewable Energy Resources and Coal Technology Development Assistance Charge and Energy Assistance Charge for the Supplemental Low-Income Energy Assistance Fund.

**6.9. Payment Method Convenience Charges**

The Company may impose reasonable charges from time to time on its acceptance of particular payment methods, such as wire transfer fees and credit card payments. To the extent the Company elects to impose such charges they shall be no greater than the Company's cost of accepting and processing such payment methods and consistent with any agreements with payment processors or financial institutions. In the event the Company determines to make a cost-based payment method convenience charge permanent, it shall (a) file a tariff revision to specify the amount of such charge, and (b) provide information in any subsequent rate case filing regarding such charge to permit Commission Staff to assess and determine the validity of the basis of the charge.



**VII. MUNICIPAL UTILITY TAX CHARGE SUPPLEMENTAL SCHEDULE PURSUANT TO SECTION 9-221**

In accordance with Section 9-221 of the Public Utilities Act, the Company provides the following supplemental schedule applicable to the following listed municipalities which impose a tax on the Company:

<u>Municipality</u>	<u>Additional Charge</u>
St. Elmo	1.03%
St. Peter	2.06%
City of Altamont	3.09%
Village of Brownstown	2.06%
Eldorado	3.605%



The above charges include (a) an amount equal to such municipal tax (or any part thereof), (b) three percent of such tax (or any part thereof) to cover costs of accounting, and may include (c) an amount equal to the increase in taxes and other payments to governmental bodies resulting from the amount of such additional charge. The additional charge shall be shown separately on each applicable Customer's bill.

**RATE SCHEDULE 110  
RESIDENTIAL GAS SERVICE**

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**110.1. Availability**

This schedule is available within the Company's service area to any residential or federal housing project customer using gas service primarily for domestic purposes. Notwithstanding the foregoing, this schedule is not available to Pipeline Tap Customers.

**110.2. 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.

**110.3. Facilities Charge**

A monthly facilities charge of \$25.00 is payable regardless of the usage of gas.

**110.4. Distribution Commodity Rate**

Per Ccf \$0.27675.

**110.5. Other Terms and Charges**

For avoidance of doubt, unless specifically excluded, the other provisions of this tariff apply to the provision of service under this rate schedule, including the Service Regulations Applicable to All Rate Schedules, the Miscellaneous Fees and Charges provisions, Rider PGA, the other riders hereto and the other provisions of this tariff.



**RATE SCHEDULE 120**  
**SMALL COMMERCIAL AND SMALL INDUSTRIAL GAS SERVICE**

**120.1. Availability**

This schedule is available within the Company's service area to any commercial or industrial Customer using less than 5,000 Ccf per year for any purpose at the option of the Company, to the extent gas is available. This schedule is not available to residences, apartment or federal housing projects or Pipeline Tap Customers.

**120.2. 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 at such higher delivery pressure as agreed upon by the Customer and the Company.

**120.3. Facilities Charge**

A monthly facilities charge of \$35.00 is payable regardless of the usage of gas.

**120.4. Distribution Commodity Rate**

Per Ccf \$0.49321.

**120.5. Other Terms and Charges**

For avoidance of doubt, unless specifically excluded, the other provisions of this tariff apply to the provision of service under this rate schedule, including the Service Regulations Applicable to All Rate Schedules, the Miscellaneous Fees and Charges provisions, Rider PGA, the other riders hereto and the other provisions of this tariff.

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Feb 27 2018

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Gas Tariff Issued Pursuant to an Order by the Commission in Docket No. 18-0197  
Issued By: Christopher D. Krygier, Director, Rates and Regulatory Affairs (Central Region)  
602 South Joplin Avenue, Joplin, MO 64801  
Date Issued: February 27, 2018 Date Effective: March 13, 2018

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**RATE SCHEDULE 130**

**MEDIUM COMMERCIAL AND MEDIUM INDUSTRIAL GAS SERVICE**

**130.1. Availability**

This schedule is available within the Company's service area to any commercial or industrial Customer using more than 5,000 Ccf per year but less than 135,000 Ccf per year for any purpose at the option of the Company, to the extent gas is available. This schedule is not available to residences, apartment or federal housing projects or Pipeline Tap Customers.

**130.2. 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 at such higher delivery pressure as agreed upon by the Customer and the Company.

**130.3. Facilities Charge**

A monthly facilities charge of \$100.00 is payable regardless of the usage of gas.

**130.4. Distribution Commodity Rate:**

Per Ccf \$0.20822.

**130.5. Transportation Service**

Customers served under this rate schedule using 100,000 Ccf or more per year may elect to secure their own gas supply for transportation on the Company's distribution system. Customers served under this rate schedule may elect a full firm or partial standby service. Customers not electing full firm service are subject to interruption to the extent their usage on a daily basis exceeds their elected firm Daily Contract Quantity. Customers electing transportation service shall be billed the rates set forth in Rate Schedule T of this tariff.

**130.6. Other Terms and Charges**

For avoidance of doubt, unless specifically excluded, the other provisions of this tariff apply to the provision of service under this rate schedule, including the Service Regulations Applicable to All Rate Schedules, the Miscellaneous Fees and Charges provisions, Rider PGA, the other riders hereto and the other provisions of this tariff.





#### **140.6. Other Terms and Charges**

For avoidance of doubt, unless specifically excluded, the other provisions of this tariff apply to the provision of service under this rate schedule, including the Service Regulations Applicable to All Rate Schedules, the Miscellaneous Fees and Charges provisions, Rider PGA, the other riders hereto and the other provisions of this tariff.

#### **140.7. Certain Submetering Permitted**

Notwithstanding the prohibition on submetering set forth in subsection 4.10.4 of this tariff, the Company may permit certain Customers taking service under this Schedule 140 to meter individual pieces of high-consumption equipment owned by them solely to determine the cost of operating such equipment. Any such submetering shall be done at such Customer's sole cost and expense.



**RATE SCHEDULE 160  
OPTIONAL GAS SERVICE**

**160.1. Availability**

This schedule is available within the Company's service area to any commercial or industrial Customer using 270,000 Ccf or more per year, or 1,000 Ccf per day during off-peak periods, provided the Customer has and maintains adequate standby facilities and an alternate fuel supply in order that gas deliveries hereunder may be interrupted at any time. Deliveries to Customers taking service hereunder ("*Optional Service Customers*") shall be subject to curtailment at any time. Deliveries to Optional Service Customers shall be subject to curtailment in whole or in part upon thirty minutes' notice (or less where specified by this tariff or applicable law).

**160.2. 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 at such higher delivery pressure as agreed upon by the Optional Service Customer and the Company.

The amount of gas available at any time for delivery under the schedule is that portion of the Company's supply that exceeds the existing requirements of the Company's firm gas Customers at such time.

**160.3. Facilities Charge**

A monthly facilities charge of \$300.00 is payable regardless of the usage of gas.

**160.4. Distribution Commodity Rate**

Per Ccf \$0.05447.





### **160.5. Interruption and Curtailment**

Gas deliveries to Optional Service Customers may be interrupted or curtailed at any time whenever, in the Company's judgment, such interruption or curtailment is necessary in order for it to continue to supply the gas requirements of its firm Customers (or any other Customers not served by the Company on a lower priority interruptible gas rate schedule) at such time. The Company will endeavor to notify in advance Optional Service Customers whenever a curtailment or interruption is required, and each Optional Service Customer shall curtail its use of gas to the time and to the extent requested by the Company. Interruptions and curtailments may vary from time to time among Customers but shall be as equally apportioned as practicable by the Company in good faith over any period of twelve consecutive months.

### **160.6. Overrun Penalty**

Volumes of gas taken at any time in excess of the amount stipulated by the Company in the curtailment notice as being available to an Optional Service Customer shall constitute overrun gas. A penalty of \$2.50 per Ccf of such overrun volumes shall be paid by such Optional Service Customer in addition to all other charges payable hereunder provided; however, the Company has the right to waive any portion of the overrun penalty on a non-discriminatory basis for good cause.

### **160.7. Service Agreement**

Optional Service Customers shall contract for service hereunder for a term of not less than one year. Upon the expiration of any term of a service agreement, the service agreement shall be automatically renewed for a period of one year. At any time following the first service agreement term, service may be terminated by either party following at least six months' written notice to the other party.

### **160.8. Transportation Service**

Customers served under this rate schedule may elect to secure their own gas supply for transportation on the Company's distribution system. Customers served under this rate schedule may elect a full firm or partial standby service. Customers not electing full firm service are subject to interruption to the extent their usage on a daily basis exceeds their elected firm Daily Contract Quantity. Customers electing transportation service shall be billed the rates set forth in Rate Schedule T of this tariff.

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Gas Tariff Issued Pursuant to an Order by the Commission in Docket No. 16-0401  
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Date Issued: May 31, 2017

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**RATE SCHEDULE 170  
PIPELINE TAP GAS SERVICE**



**170.1. Availability**

This schedule is available within the Company's service area to Pipeline Tap Customers for which the Company has agreed to provide Pipeline Tap Gas Service. Pipeline Tap Customers obtain gas from a pipeline running on or near such Customer's Premises rather than through the Company's main natural gas supply and distribution system. The Company reserves the right to terminate service to any Pipeline Tap Customer at any time.

**170.2. 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. Please note that under this rate schedule the Company does not own the pipeline or the line that is used to provide service. The Company is not responsible for the character or availability of gas received under this rate schedule.

**170.3. Facilities Charge**

The facilities charge shall be the same as the facilities charge applicable to Residential Customers under Rate Schedule 110.

**170.4. Distribution Commodity Rate**

The Distribution Commodity Rate shall be the same as the facilities charge applicable to Residential Customers under Rate Schedule 110.

**170.5. Other Terms and Charges**

For avoidance of doubt, unless specifically excluded, the other provisions of this tariff apply to the provision of service under this rate schedule, including the Service Regulations Applicable to All Rate Schedules, the Miscellaneous Fees and Charges provisions, Rider PGA, the other riders hereto and the other provisions of this tariff.

### 170.6. Additional Eligibility Requirements

In order to obtain Pipeline Tap Gas Service a Pipeline Tap Customer must have the right to obtain gas directly from a pipeline, including through agreements with the owner of the pipeline and all necessary rights and easements that allow the Pipeline Tap Customer to connect its Premises to such pipeline. Any use by such Pipeline Tap Customer shall be in accordance with each agreement, and the terms of any grants of rights or easements, including any restrictions limiting uses by such Pipeline Tap Customer to domestic service only.

As a condition of providing or continuing service the Company may, at any time and from time to time, require evidence satisfactory to it in its sole discretion of a Pipeline Tap Customer's right to obtain service, including a written statement by the owner of the relevant pipeline made within the preceding twelve months and stating that such Pipeline Tap Customer has the right to tap into the pipeline. The Company may likewise require such evidence of easements and rights of way as the Company may deem appropriate. The Company may also require specific representations, warranties and indemnities from the Pipeline Tap Customer and/or the pipeline owner or grantors of easements to insulate the Company from risk relating to the provision of service to the Pipeline Tap Customer, and may require that any such indemnities be supported by bonds or other security. The Pipeline Tap Customer shall be responsible for all connections (other than any required Company equipment such as a meter and odorizer) between the pipeline and the Pipeline Tap Customer's Premises, and shall ensure that all such connections are safe, installed and operated in conformity with all applicable codes, rules and regulations, and inspected regularly by a qualified professional.



### **170.7. Interruptible Nature of Service**

Notwithstanding anything to the contrary in this tariff, the Company shall not be liable for any failure of a Pipeline Tap Customer to receive service. Because the Company does not control the provision of gas to the Customer, it cannot be responsible for any interruptions in service. A Pipeline Tap Customer should understand that pipelines are not typically designed with a primary purpose of providing service to end-users and as a result may experience more frequent and longer outages than would typically be the case for Customers taking service from the Company under other (non-interruptible) rate schedules. The Company will use reasonable efforts to notify the Pipeline Tap Customers of pipeline outages in the event it becomes aware of such outages. Any complaints regarding any such outages must be addressed to the pipeline owner and not the Company.

### **170.8. Customer Responsibility**

In addition to the other provisions in this tariff relating to Customer obligations, the Pipeline Tap Customer (or, if provided in an agreement between the pipeline owner and the Pipeline Tap Customer, the pipeline owner) is responsible for the safety and condition of the lines and equipment used to provide or receive service. The Pipeline Tap Customer is responsible for any fuel leaks and any unsafe conditions associated with service to it. The Company's responsibility to Pipeline Tap Customers is limited to selling the natural gas commodity itself and maintaining and reading the meter and odorizer used by the Company to provide service.



### 170.9. Additional Indemnity

In addition to all indemnities provided for elsewhere in this tariff, each Pipeline Tap Customer and Applicant for Pipeline Tap Gas Service shall indemnify and hold the Company (and its officers, agents and employees) harmless from and against any and all Costs that the Company and its officers, agents or employees may incur in connection with the provision of service to such Pipeline Tap Customer or Applicant (other than the ordinary and normal costs of the provision of natural gas to such Pipeline Tap Customer), including (a) any Costs the Company may incur related to disputes between the Pipeline Tap Customer and any pipeline owner or grantor of an easement or right of way or other Person and (b) any Costs the Company may incur related to any claims brought against the Company regarding a failure by the Company to provide service. The indemnifying party shall, at the Company's request, defend any suit asserting a claim that is covered by this indemnity.

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May 31 2017

GRM #17-152

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Gas Tariff Issued Pursuant to an Order by the Commission in Docket No. 16-0401  
Issued By: Christopher D. Krygier, Director, Rates and Regulatory Affairs (Central Region)  
602 South Joplin Avenue, Joplin, MO 64801

Date Issued: May 31, 2017

Date Effective: June 7, 2017



**RATE SCHEDULE 190  
CONTRACT GAS SERVICE**



**190.1. Availability**

This service is available to any Customer located within such distance of an interstate natural gas pipeline providing gas transportation service that bypass of the Company's gas distribution system is, in the judgment of the Company, economically feasible and practical. The Customer shall enter into a service agreement with the Company specifying the nature of the service to be supplied, the price to be paid, and such other terms and conditions as are mutually agreeable, provided, however, as a condition of service, the Customer will provide to the Company affidavits stating the Customer's intent to bypass the Company's facilities absent service hereunder, and such other evidence required by the Company to verify the investment required on the part of the Customer in order to take gas service directly from an interstate pipeline company.

**190.2. Contracts**

Contracts entered into shall be submitted on a proprietary basis to the Commission for informational purposes as required by the Commission's rules. Contracts shall be confidential and proprietary to the Company.

The maximum term of a contract under this rate schedule shall be five years.

**190.3. Charges**

The charges hereunder shall be the charges contained in the contract between the Customer and the Company.

**190.4. Other Terms and Charges**

For avoidance of doubt, unless specifically excluded, including in the relevant contract between the Company and the Customer pursuant to this rate schedule, the other provisions of this tariff apply to the provision of service under this rate schedule, including the Service Regulations Applicable to All Rate Schedules, the Miscellaneous Fees and Charges provisions, Rider PGA, the other riders hereto and the other provisions of this tariff.



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**RATE SCHEDULE 200  
NEGOTIATED GAS SERVICE**



**200.1. Availability**

Gas service under this rate schedule is available at the Company's discretion to permit the Company to meet alternate fuel competition. The Company is not required to make service available to any particular Customer under this rate schedule. The intent of this rate schedule is to provide the Company flexibility to sell gas at negotiated rates when the otherwise applicable tariff rates are non-competitive. The Company may offer to any Customer who qualifies for this rate schedule an alternative price for natural gas to be delivered during a specified billing period that:

(a) does not exceed the price specified in the Company's filed rates, plus PGA charges that would otherwise be applicable to the Customer's natural gas service during the specified billing period, and

(b) is not less than the weighted average commodity price per therm, adjusted to reflect system losses, of the Company's gas supply purchased from pipelines and other suppliers during the specified billing period, plus one cent per Ccf.

This schedule is available within the Company's service area to any commercial or industrial Customer using at least 135,000 Ccf per year for any purpose at the option of the Company, to the extent gas is available. This schedule is not available to residences, apartment or federal housing projects.

**200.2. 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 at such higher delivery pressure as agreed upon by the Customer and the Company.

**200.3. Facilities Charge**

A monthly facilities charge of \$25.00 is payable regardless of the usage of gas.

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#### **200.4. Distribution Commodity Rate**

The rates charged under this rate schedule shall be negotiated monthly on a per-Customer basis. The Company may require supporting documents from the end-user certifying that the cost of available alternate supply is less than the otherwise applicable tariff rate. The ceiling rate shall be the otherwise applicable tariff rate. Any negotiation downward will be solely at the Company's discretion.

#### **200.5. Other Terms and Charges**

For avoidance of doubt, unless specifically excluded, including in a service agreement between the Company and a Customer pursuant to this rate schedule, the other provisions of this tariff apply to the provision of service under this rate schedule, including the Service Regulations Applicable to All Rate Schedules, the Miscellaneous Fees and Charges provisions, Rider PGA, the other riders hereto and the other provisions of this tariff.



**RATE SCHEDULE 210  
COMBINED HEAT AND POWER AND COMPRESSED GAS SERVICE**

**210.1. Purpose**

The purpose of providing service under this schedule is to increase utilization of system supplies and system capacity.

**210.2. Availability**

This schedule is available to the extent gas supply and delivery capacity is available to commercial and industrial Customers, existing or new, for use as a single prime fuel source to generate electrical and thermal energy in order to optimize efficiency. This schedule is also available for compressed natural gas for automobile and truck fleets and fuel cell service and large tonnage air conditioning.

A Customer under this rate schedule may include current Customers or newly connected Customers. Service will be provided to Customers, at the Company's option, through a separate meter for service under multiple rate schedules.

**210.3. 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 at such higher delivery pressure as agreed upon by the Customer and the Company.

**210.4. Facilities Charge**

A monthly facilities charge of \$100.00 is payable regardless of the usage of gas. This charge shall not be charged to a Customer who pays a facilities charge for an adjacent load (as determined by the Company) under a different rate schedule.

**210.5. Distribution Commodity Rate**

Per Ccf \$0.0762.



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**210.6. Service Agreement**

Customers shall contract for service hereunder for a term of not less than one year. Upon the expiration of any term of a service agreement, the service agreement shall be automatically renewed for a period of one year. At any time following the first service agreement term, service may be terminated by either party following at least six months' written notice to the other party.

**210.7. Other Terms and Charges**

For avoidance of doubt, unless specifically excluded, including in a service agreement between the Company and a Customer pursuant to this rate schedule, the other provisions of this tariff apply to the provision of service under this rate schedule, including the Service Regulations Applicable to All Rate Schedules, the Miscellaneous Fees and Charges provisions, Rider PGA, the other riders hereto and the other provisions of this tariff.





**RATE SCHEDULE T  
TRANSPORTATION SERVICE**

**1. Definitions**

As used in this Rate Schedule T, the following terms shall have the meanings ascribed below

(a) "*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.

(b) "*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.

(c) "*PGA Provisions*" means the Company's Purchased Gas Adjustment Rider (Rider PGA), as it may be amended from time to time.

(d) "*Pipeline Balanced Customer*" means the connecting pipeline company requires access to the Customer's daily usage and allocates it to Customer's pipeline transportation agreement.

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## 2. Terms and Provisions of Service Under This Rate Schedule

- 2.1. Availability. The provisions of this rate schedule apply to Customers that take service from the Company under another applicable rate schedule that allows such Customer to elect a Transportation-only service under that rate schedule. This rate schedule applies with respect to such election following the entering into by the Company of a contract to provide service to a Customer under this rate schedule.
- 2.2. Service Agreement. Unless otherwise agreed to by the Company, the minimum term of a contract to provide service to a Customer under this rate schedule shall be one year.
- 2.3. Applicability. Except as expressly modified by the provisions of this rate schedule, all of the terms, provisions, and conditions of this tariff shall also apply to service by the Company to the Customer under this rate schedule.
- 2.4. Nominations. The Customer must notify the Company on the Company's standard form of the volume of gas to be delivered into the Company's system for the account of the Customer during the billing month and the daily rate of delivery. This nomination must be received by the Company by the nomination deadline on the Connecting Pipeline Company for both first of the month nominations and mid-month changes. The quantity of gas delivered into the Company's facilities for the account of the Customer shall be based on the transportation nomination for that month. Adjustments will be made if the Connecting Pipeline Company's reported volumes vary from the nominated volume.
- 2.5. Supply. 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.
- 2.6. Title to gas. The Customer shall warrant that it has good and legal title to all gas that the Customer causes to be delivered into the Company's facilities and the Customer shall indemnify and hold the Company harmless from any loss or claim in regard to the all such gas.

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2.7.3 Overrun Penalties. The Company may charge the Customer for any daily or monthly overrun penalties assessed to the Company by the Connecting Pipeline Company. These penalties will be allocated as follows:

(a) If the Connecting Pipeline Company has a fixed-volume daily tolerance, the tolerance will be allocated pro-rata among the transporting Customers and system supply according to the actual volumes used on the day that the penalty was incurred. Transporting Customers will not be assessed any penalty unless their daily imbalance exceeds their pro-rata share of the tolerance.

Specifically, each transporting Customer's actual usage for any day penalties were incurred will be divided by the total actual usage at the city gate. This percentage will be multiplied by the daily tolerance allowed by the Connecting Pipeline Company to get that Customer's Allocation of Tolerance for that day.

The Overrun Volume will be any positive volume calculated by subtracting the Customer's Allocation of Tolerance for that day from the Customer's daily imbalance. The Percentage of Total Overrun of Total Overrun will be calculated by dividing each Customer's Overrun Volume by the Total Overrun Volume. The Penalty Charge will be calculated by multiplying the Customer's Percentage of Total Overrun by the total penalty charge invoiced by the Connecting Pipeline Company.

(b) If the Connecting Pipeline Company has a tolerance based on a percentage of nominated volume, the Transporting Customer will not be assessed any penalty unless their daily imbalance exceeds that percentage of their nomination.



Specifically, each transporting Customer's nomination will be multiplied by the percentage allowed by the Connecting Pipeline Company to get that Customer's tolerance for the day. The Overrun Volume will be any positive volume calculated by subtracting the Customer's tolerance for that day from the Customer's daily imbalance. The Percentage of Total overrun will be calculated by dividing each Customer's overrun Volume by the Total Overrun Volume. The Penalty Charge will be calculated by multiplying the Customer's Percentage of Total overrun by the total penalty charge invoiced by the Connecting Pipeline Company.

2.8. Adjustments. A percentage adjustment for unaccounted for gas shall be made to the volumes of gas delivered into the Company's facilities for the Customer's account, and the volumes of gas deliverable to the Customer under this rate schedule shall be reduced by such percentage. Such percentage shall be equal to the percent that unaccounted-for gas bore to total sendout as recorded by the Company during its most recent twelve months ending June.

2.9. Refusal of Service. The Company reserves the right to refuse to accept gas for the account of the Customer into the Company's facilities if accepting such gas would reduce the volumes of the gas otherwise available to the Company from the Connecting Pipeline Company.

2.10. Installation. Customers served under this rate schedule shall be required to pay for the cost and installation of measurement data collection and verification equipment. Customers shall also be required to pay the cost of installation, maintenance and any monthly usage charges associated with telephone, power or other utilities or energy sources required for the operation of the data collection and verification equipment. Customers shall also be required to provide adequate space in new or existing facilities for the installation of the data collection equipment.

This provision will not apply to Pipeline Balanced Customers or Customers electing full firm standby and using less than an average of 100 Mcf/day over the previous twelve months prior to signing the contract.



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**3. Rate**

3.1. Firm Standby and Partial Standby Charge. Customers having elected a firm standby or partial firm standby service shall be billed a Demand Gas Charge (DGC), as determined pursuant to Rider PGA, multiplied by the Daily Contract Quantity set forth in the Customer's contract. Daily Contract Quantities for Customers electing full firm standby will be determined by the Company. Daily Contract Quantities for Customers electing partial firm standby service will be determined by the Customer.

3.2. Overrun Penalty. Volumes of gas taken at any time in excess of the amount stipulated by the Company in the curtailment notice as being available to Customer shall constitute overrun gas. A penalty of \$2.50 per Ccf of such overrun volumes shall be paid by Customer in addition to all other charges payable hereunder provided; however, the Company has the right to waive any portion of the overrun penalty on a non-discriminatory basis for good cause.

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#### 4. Interval Metering and Daily Usage Information Service

4.1. Interval Metering. Upon a Customer's request that has been approved by the Company, the Company will install an interval meter at each location where Customer receives Transportation-only service. Whenever interval metering is installed, the Company will own, furnish, install, calibrate, test, maintain, and read meters used for billing and settlement purposes.

4.2. Daily Usage Information Service. The Company may offer Daily Usage Information Service to Customers receiving Transportation-only service.

4.2.1. Monthly Charge. A Customer electing Daily Usage Information Service shall be billed the monthly charge shown immediately below for each meter for which Customer has elected to receive Daily Usage Information Service.

Monthly charge for Daily Usage Information Service \$5.00 per meter.

4.2.2. Installation of Remote Monitoring. In order to facilitate remote interrogation of interval metering by the Company and provide daily usage information to Customer, the Company will install, at Customer's expense, a remote monitoring device at each interval meter location where Customer receives Transportation-only service.

Where appropriate, as determined by the Company, the Company shall provide a remote monitoring device installed with a wireless modem and solar panel. If deemed necessary by the Company, the Customer may be required to provide 120V AC power connections and alternate communications connections (such as a commercial landline telephone line dedicated to the Company's use where cellular monitoring is not practical) to the meter.

4.2.3. Charges for Remote Monitoring Devices. The charge to the Customer shall cover the cost established by rates that fully compensate the Company for its labor, equipment and overhead. In addition, the Company reserves the right to charge Customers for each service call to investigate the remote monitoring device if such service call is the sole result of outage due to Customer actions or failures. The Company shall not be responsible for any remote monitoring failures that result from communications outages or similar problems.





## 1.2. Definitions

As used in this Rider PGA, the following terms shall have the meanings ascribed below

(a) "*Base period*" means the effective month. For the TOP/Transition Gas Charge and the Demand Gas Charge, the base period means the remaining months in the reconciliation year which includes the effective month.

(b) "*Effective month*" means the month following the filing month, during which the Gas Charge(s) will be in effect.

(c) "*Filing month*" means the month in which a Gas Charge(s) is determined by the Company and filed with the Commission.

(d) "*Gas used by the Company*" shall include all gas used by the Company except gas utilized in the manufacture of gas through a reforming process, and shall include gas furnished to municipalities or other governmental authorities without reimbursement in compliance with franchise, ordinance or similar requirements.

(e) "*Reconciliation year*" means the twelve-month period ending December 31 for which actual gas costs and associated revenues are to be reconciled.

(f) "*System average cost of gas*" means the weighted average cost per therm of gas estimated to be purchased, withdrawn from storage, and manufactured during the base period or reconciliation year.

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### 1.3. Cost Basis

The Gas Charge(s) shall represent the Company's estimate of recoverable gas costs (as prescribed in Section 1.4 of this Rider PGA) to be incurred during the base period, with an adjustment to such costs through use of Adjustment Factors (as prescribed in Sections 1.5, 1.6 and 1.7 of this Rider PGA). Any Gas Charge(s) established to recover commodity gas costs (separately or in conjunction with non-commodity gas costs) shall use an estimate of the recoverable costs to be incurred during the effective month. Any Gas Charge(s) established to recover only non-commodity gas costs shall use an estimate of the recoverable costs to be incurred during the remaining months of the reconciliation year.

### 1.4. Recoverable Gas Costs

(a) Costs recoverable through the Gas Charge(s) shall include the following:

- (1) costs of natural gas and any solid, liquid or gaseous hydrocarbons purchased for injection into the gas stream or purchased as feedstock or fuel for the manufacture of gas, or delivered under exchange agreements;
- (2) costs for storage services purchased;
- (3) transportation costs related to such natural gas and any solid, liquid or gaseous hydrocarbons and any storage services; and
- (4) other out-of-pocket direct non-commodity costs, related to hydrocarbon procurement, transportation, supply management, or price management, net of any associated proceeds, and Federal Energy Regulatory Commission-approved charges required by pipeline suppliers to access supplies or services described in subsections (a)(1) through (3) of this subsection with the exception of any charges related to GRI contributions.



- (b) Determinations of the Gas Charge(s) shall exclude the estimated cost of gas to be used by the Company, based on the system average cost of gas for the effective month.
- (c) The cost of gas estimated to be withdrawn from storage during the base period shall be included in the Gas Charge(s).
- (d) Recoverable gas costs shall be offset by the revenues derived from transactions at rates that are not subject to the Gas Charge(s) if any of the associated costs are recoverable gas costs as prescribed by subsection 1.4(a) of this Rider PGA. This subsection shall not apply to transactions subject to rates contained in tariffs on file with the Commission, or in contracts entered into pursuant to such tariffs, unless otherwise specifically provided for in such tariff. Taking into account the level of additional recoverable gas costs that must be incurred to engage in a given transaction, the Company shall refrain from entering into any such transaction that would raise the Gas Charge(s).
- (e) Revenues from penalty charges or imbalance charges, which the Commission has previously approved to prevent unauthorized actions of Customers, shall offset gas costs.
- (f) Revenues from "cash-out" schedules, which the Commission has previously approved for transportation Customers' monthly imbalances, shall offset gas costs. Under such schedules, the Company can charge Customers for gas used in excess of the amount contracted for, or can refund to Customers the avoided cost of gas not taken. Refunds by the Company pursuant to any such "cash-out" schedule shall be treated as gas costs recoverable under this section.



### 1.5. Adjustment to Gas Costs

(a) The Adjustment Factor (Factor A) shall be treated as an addition to or an offset against actual gas costs. This Adjustment Factor shall include the total of the following items:

(1) refunds, directly billed pipeline surcharges, unamortized balances of adjustments in effect as of the Company's implementation date, and other separately designated adjustments;

(2) the cumulative difference between actual recoverable gas costs and purchased gas adjustment ("PGA") recoveries for months preceding the filing month; and

(3) the unamortized portion of any Adjustment Factor(s) included in prior determination of the Gas Charge(s).

(b) If the Company determines the need to amortize the Adjustment Factor over a period longer than the base period, this Adjustment Factor shall be amortized over a period not to exceed twelve months. The Company shall, in the monthly filing in which Factor A is first amortized, include an amortization schedule showing the Adjustment Factor amount to be included in the base period. The associated carrying charge established by the Commission and in effect when the Adjustment Factor is first amortized shall be applied to each month's unamortized balance and included within Factor A.



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**1.6. Determination of Gas Charge(s)**

(a) Each month the Company shall determine the Gas Charge(s) to be placed into effect for service billed during the effective month.

(b) The Gas Charge(s) shall be determined in accordance with the following formula:

$$GC = \frac{(G \pm A \pm O)}{(T) \times 100}$$

Where:

GC = The Gas Charge(s) in cents per therm rounded to the nearest 0.01¢; any fraction of 0.01¢ shall be dropped if less than 0.005¢ or, if 0.005¢ or more, shall be rounded up to the next full 0.01¢. The Company may establish separate Gas Charges for each type of gas cost.

G = The sum of the estimated recoverable gas costs associated with the base period, as prescribed in Section 1.4 of this Rider PGA. If separate Gas Charges are established, only costs related to the specific Gas Charge shall be included.

A = An amount representing the total adjustments to gas costs, as prescribed in Section 1.5 of this Rider PGA. If the Company has elected to amortize the total adjustments to gas costs, Factor A shall include the amount applicable to the base period.

O = An amount representing the additional over- or under-recovery for a reconciliation year ordered by the Commission to be refunded or collected, including interest charged at the rate established by the Commission under 83 Ill. Admin. Code 280.70(e)(1) from the end of the reconciliation year to the order date in the reconciliation proceeding. If the Commission determines it is necessary to amortize the additional over-or under-recovery, additional interest shall be charged in the same manner as that prescribed in section 1.5(b) of this Rider PGA.





T = The estimated applicable therms of gas associated with service to be billed during the base period.

### 1.7. Annual Reconciliation

(a) In conjunction with a docketed reconciliation proceeding, the Company shall file with the Commission an annual reconciliation statement, which shall be certified by the Company's independent public accountants and verified by an officer of the Company. This statement shall show the difference between the following:

(1) the costs recoverable through the Gas Charge(s) during the reconciliation year, as adjusted by Factor A and Factor O, and

(2) the revenues arising through the application of the Gas Charge(s) to applicable therms during the reconciliation year.

(b) If, after hearing, the Commission finds that the Company has not shown all costs to be prudently incurred or has made errors in its reconciliation statement for such reconciliation year, the difference determined by the Commission shall be refunded or recovered, as appropriate, under the Ordered Reconciliation Factor (Factor O), along with any interest or other carrying charge authorized by the Commission.



**RIDER VBA  
VOLUME BALANCING ADJUSTMENT**



**1. Applicability and Purpose**

1.1. Applicability. Rider VBA is applicable to all Customers that take service under the Residential and Small Commercial and Industrial classes. A separate adjustment shall be calculated for each applicable Service Classification, expressed in cents per CCF.

1.2. Purpose. The purpose of the volume balancing adjustment set forth in this rider (VBA) is to stabilize the recovery of the revenue requirement approved by the Commission in the Company's most recent rate case proceeding.

1.3. Calculation and Application. The Company shall determine annual adjustments under this Rider VBA. The adjustments, as determined according to the provisions of Section 3 of this Rider VBA, shall be filed with the Commission no later than March 20<sup>th</sup> of each year, and shall be in effect for the nine-month period commencing with the April billing period.

**2. Definitions**

As used in this Rider VBA, the following terms shall have the meanings ascribed below:

(a) "*Actual Revenue*" means the dollar amount of Distribution Commodity Rate revenues arising from revenue requirements approved by the Commission that were billed for the applicable period, excluding revenues arising from adjustments under this Rider VBA.

(b) "*Effective Period*" means the period for which the adjustments in Section 3 of this Rider VBA are to be billed to Customers, and shall be the consecutive nine-month period after the calendar month in which the Company submits an information statement to the Commission as required under this Rider VBA.

(c) "*Factor T*" means the number of CCF of gas forecast to be delivered to Customers by the Company, including the number of CCF of Customer-owned gas delivered by the Company, for the applicable period.

(d) "*Previous Amortization Period*" means the nine-month reconciliation amortization period that ended as of the most recent calendar year.

(e) "*Rate Case Revenue*" means the dollar amount of Distribution Commodity Rate revenues arising from the revenue requirements approved by the Commission in the Company's most recent rate case proceeding for the applicable Service Classification. If the dollar amount of Distribution Commodity Rate revenues is expected to change as a result of the Commission's approval of one or more gas utility system acquisitions by the Company, Rate Case Revenue will be adjusted to reflect the additional revenue, as determined based on the average use per customer from the most recent rate case proceeding. In a month or year in which new distribution rates come into effect, the Rate Case Revenue shall be prorated based upon the number of days in the month or year under the old rates and the number of days in the month or year under the new rates. In a month or year in which the Commission approves a gas utility system acquisition by the Company, the Rate Case Revenue shall be prorated based upon the number of days in the month or year under the old sales level and the number of days in the month or year under the new sales level, based on the date Customers within the acquisition area start to receive service from the Company.

(f) "*Upcoming Amortization Period*" means the nine-month reconciliation amortization period commencing with April of the following calendar year.



### 3. Determination of Adjustment

There shall be separate per therm adjustments determined annually for each applicable Service Classification and such adjustments shall be determined as follows:

$$\left( \frac{(RCR - AR)}{T} + \frac{(RA + O)}{T} \times (1 + i) \right) \times 100$$

where:

- RCR* = Rate Case Revenue for the calendar year  
*AR* = Actual Revenue for the calendar year  
*T* = Factor T for the Effective Period  
*O* = Ordered adjustment in dollars that is to be refunded to or collected from Customers as a result of the reconciliation established in Section 4 of this Rider VBA.  
*RA* = The dollar amount due the Company (+RA) or Customers (-RA) arising from adjustments under this Rider VBA that were under-billed or over-billed in the calendar year.  
*i* = The interest rate established by the Commission under 83 Ill. Admin. Code 280.40 (g)(1) (or a successor provision) and in effect when each adjustment under this Section 3 is calculated, adjusted for the number of months in the Effective Period.



The adjustment components above shall be summed together for billing purposes. If neither component of the adjustments computes to 0.01¢ per therm or more, any fraction of 0.01¢ in the computed therm adjustment amount shall be dropped if less than 0.005¢ or, if 0.005¢ or more, shall be rounded up the next full 0.01¢.

#### 4. Reports and Reconciliation

4.1. Filing of Information Sheet and Corrections. The Company shall file with the Commission on or before March 20 of each year, an information sheet that specifies the annual adjustments to be effective under this Rider VBA. In the event the Company believes corrections should be made to an information sheet filed by it, it will submit such corrections on or before the Effective Period. Any filing after that time (not otherwise required or anticipated pursuant to the terms of this Rider VBA, nor ordered as a compliance filing by the Commission) will be accepted only if submitted as a special permission request under the provisions of Section 9-201(a) of the Public Utilities Act.

4.2. Petition for Reconciliation and Reports Required. The Company will include with its filing of the annual information sheet (a) a report that shows a determination of the RA to be applicable for the Upcoming Amortization Period and (b) a report that provides the Company's rate of return with and without the effect of this Rider VBA. At the same time the information sheet is filed, the Company shall also file a petition with the Commission seeking initiation of an annual reconciliation to determine the accuracy of the information statement. The reconciling amount from such proceeding (Factor O) shall be recovered in the manner determined by the Commission in the annual reconciliation proceeding.



## 5. Audit

5.1. Annual Audit. The Company shall annually conduct an internal audit of the distribution revenue requirements recovered or refunded pursuant to this Rider VBA. The internal audit shall test the following:

- (a) Whether the actual amount of revenues that exceed or fall short of any Rate Case Revenue collected through the base rate distribution charges are correctly reflected in the Company's calculations on the information sheet and report.
- (b) Whether the revenues to be collected under this Rider VBA are collected through other approved tariffs.
- (c) Whether adjustments under this Rider VBA are being properly billed to Customers.
- (d) Whether revenues under this Rider VBA are recorded in the appropriate accounts.

The above list of determinations does not limit the scope of the audit.

5.2. Filing of Report. The Company will provide a copy of the report regarding this audit to the Commission's Manager of the Accounting Department at [accountingmgr@icc.illinois.gov](mailto:accountingmgr@icc.illinois.gov), or such other email address as may be specified by the Commission by May 31 of each year. The internal audit report shall include a statement verified by an officer of the Company attesting that it is a true and complete copy of such report.



## 6. Compliance

The Company shall submit as a public document, in any rate case compliance filing, the Rate Case Revenue for each applicable Service Classification arising from the approved revenue requirement in the rate case.

## 7. Other Terms and Conditions

This Rider VBA is subject to the service regulations and other provisions of the Company's tariff as well as any other applicable rates, riders, taxes, adjustments, fees or charges that may be approved by the Commission or are otherwise from time to time and in effect.

**RECEIVED**

May 31 2017

GRM #17-152

CHIEF CLERK'S OFFICE

ILLINOIS COMMERCE COMMISSION



**RIDER GUA  
GAS UNCOLLECTIBLE ADJUSTMENT**



**1. Applicability and Purpose**

1.1. Applicability. This Rider GUA is applicable to all Customers taking gas delivery services and/or gas supply services from the Company.

1.2. Purpose. The purpose of this Rider GUA is to provide for monthly adjustments to Customer bills for any over-or-under recoveries of the Company's actual uncollectible expense amounts for a reporting year. Such adjustments are based on the incremental difference between actual uncollectible expense and the Commission-approved uncollectible amount included in the utility's rates that were in effect for the reporting year, as further defined by the formulas in this Rider GUA. This Rider GUA operates pursuant to Section 19-145 of the Public Utilities Act.

**2. Incremental Uncollectible Adjustments**

2.1 Class Designations. Incremental Uncollectible Adjustment amounts are determined pursuant to this Rider for delivery services (through the Incremental Delivery Uncollectible Adjustment) and for gas supply (through the Incremental Supply Uncollectible Adjustment). Both adjustments shall be computed separately for each Class Designation as follows:

<b>IDUA Gas Delivery Class Designation</b>	<b>ISUA Class Designation</b>
Residential Delivery Service	Rider PGA
Non-Residential Delivery Service	Rider PGA

2.1.1 Residential Delivery Service Class. The Residential Delivery Service class includes Customers taking service under rate schedules 110 and 170 (for those Pipeline Tap Customers considered Residential Customers).

2.1.2 Non-Residential Delivery Service Class. The Non-Residential Delivery Service Class Designation consists of Customers taking service under each of the Company's other rate schedules except Rate Schedule 110 and Pipeline Tap Customers taking service under Rate Schedule 170 that are considered Residential Customers.

2.2 Incremental Uncollectible Adjustment General Description. The Incremental Uncollectible Adjustment amounts shall be the difference between the expense set forth in Account 904 in the Company's ICC Form 21 for a given reporting year (which is the calendar year to which the applicable ICC Form 21 relates), and the uncollectible amounts included in the Company's rates that were in effect for such reporting year.

2.3 Timing of Computation of Incremental Uncollectible Adjustment. The Incremental Uncollectible Adjustment amounts shall be computed pursuant to the formulae in this Rider GUA and shall apply during the twelve-month period, beginning with the first billing cycle of the June (for example, June 2018 for the 2017 reporting year) billing period and extending through the last billing cycle of the subsequent May billing period (May 2019 for the 2017 reporting year). The initial Effective Period as to which an Incremental Uncollectible Adjustment shall apply hereunder shall relate to the 2016 reporting year. Such initial Effective Period shall begin with the first billing cycle of the later of (a) June 2017 and (b) the month following the Effective Date of this Rider GUA, and shall extend through the last billing cycle of May 2018.

2.4 Application of Incremental Uncollectible Adjustment. The charge or credit for delivery services uncollectible adjustment amount shall be applied to the applicable delivery services tariff customer charge component on the monthly bill. The charge or credit for supply services uncollectible adjustment amount shall be applied to the applicable delivery services tariff customer charge component for those Customers also being billed for the Company's purchased gas supply charges.



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602 South Joplin Avenue, Joplin, MO 64801  
Date Issued: May 31, 2017 Date Effective: June 7, 2017



### 3. Definitions

As used in this Rider GUA, the following terms shall have the meanings ascribed below:

(a) "*Automatic Balancing*" means with respect to either the Incremental Delivery Uncollectible Adjustment or the Incremental Supply Uncollectible Adjustment, the Company-determined automatic balancing component in dollars for each Class Designation, which is equal to the cumulative debit or credit balance (over-or-under recovery) resulting from application of the Incremental Uncollectible Adjustment for a prior period. The total amount of any over or under recovery Incremental Uncollectible Adjustment for a preceding Effective Period will be included in the Automatic Balancing component and thereby be reflected in the applicable Incremental Uncollectible Adjustment for a given Class Designation in the Effective Period following the reconciliation period.

(b) "*Class Designation*" means the class designation as set forth in subsection 2.1 of this Rider GUA.

(c) "*Delivery Uncollectible Costs*" means the amount in dollars equal to the expense for the applicable reporting year in Account 904 of the ICC Form 21 of the Company, other than such expense attributable to supply, for each Class Designation, which shall be allocated based on Company records based on the proportion of uncollectible expenses attributable to such Class Designation. For any given reporting year the sum of the Delivery Uncollectible Costs and the Supply Uncollectible Costs may not exceed the amount listed in Account 904 of the Company's ICC Form 21 for that year.

(d) "*Delivery Uncollectible Revenue*" means the amount in dollars of uncollectible costs included in base rates for delivery services for a Class Designation applicable in a reporting year. The Delivery Uncollectible Revenue amounts for each Class Designation, for each reporting year, shall equal the billed revenues accrued in each month of the reporting year, derived by: (1) applying the stated base rate uncollectible charge, a dollar amount per Customer, per month, to (2) the number of times the monthly customer charge for each Class Designation is billed during such period, adjusted for any partial month prorated bills.

(e) “*Effective Period*” means the period for which an Incremental Uncollectible Adjustment is to be billed to Customers.

(f) “*Expected Delivery Services Bills*” means the estimated number of times the monthly customer charge for a Class Designation will be billed during an Effective Period.

(g) “*Expected Supply Services Bills*” means the estimated number of times the monthly delivery services customer charge for a Class Designation will be billed in conjunction with gas supply services during an Effective Period.

(h) “*Factor O*” means the Commission-ordered adjustment amount, in dollars, for a Class Designation, which amount results from a Commission Order in a reconciliation proceeding, *plus* the calculated interest attributable to the Commission-ordered adjustment amount. Interest shall be at the rate established by the Commission under 83 Ill. Admin. Code 280.40(g)(1) (or a successor provision). Interest on the O component shall be applied from the end of the reconciliation period until the O component is refunded or charged to Customers through the Incremental Uncollectible Adjustment. The total amount of any Factor O for a preceding Effective Period will be reflected in the applicable Incremental Uncollectible Adjustment for the Effective Period following the Order.

(i) “*Incremental Uncollectible Adjustment*” means the Incremental Delivery Uncollectible Adjustment or the Incremental Supply Uncollectible Adjustment, or both, as applicable.

(j) “*Incremental Delivery Uncollectible Adjustment*” means the amount in dollars, rounded to two decimals determined pursuant to subsection 4.1 of this Rider GUA. An Incremental Delivery Uncollectible Adjustment may be modified during an Effective Period due to Commission-ordered adjustment amounts, Company-determined automatic balancing adjustments, or for other reasons requiring a recalculation.

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May 31 2017

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ILLINOIS COMMERCE COMMISSION

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(k) *“Incremental Supply Uncollectible Adjustment”* means the amount in dollars, rounded to two decimals determined pursuant to subsection 4.2 of this Rider GUA. An Incremental Supply Uncollectible Adjustment may be modified during an Effective Period due to Commission-ordered adjustment amounts, Company-determined automatic balancing adjustments, or for other reasons requiring a recalculation.

(l) *“Supply Uncollectible Costs”* means the amount in dollars equal to expense for the applicable reporting year in Account 904 of the ICC Form 21 of the Company attributable to supply for each Class Designation, which shall be allocated based on Company records based on the proportion of uncollectible expenses attributable to such Class Designation.

(m) *“Supply Uncollectible Revenue”* means the amount in dollars of uncollectible costs included in base rates associated with PGA revenues. The Supply Uncollectible Revenue amounts for each Class Designation, for each reporting year shall equal the amount accrued with the expressed application of the uncollectible percentage adjustment factors for PGA charges established at the time of a Commission rate case order. In the event the Company’s rates change during a reporting year, the uncollectible amount included in the Company’s rates during such period of time for purposes of this Rider GUA will be a weighted average, based on revenues earned during such period by the utility under each set of rates, of the uncollectible amount included in the Company’s rates at the beginning of the reporting year and at the end of the reporting year.



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Date Effective: June 7, 2017

#### 4. Determination of Incremental Uncollectible Adjustment

4.1. Determination of Delivery Service Uncollectible Adjustment. The Incremental Delivery Uncollectible Adjustment charge or credit to be included in the monthly customer charge component of the delivery services monthly bill and for each reporting year and Class Designation shall be determined as follows:

$$IDUA_{EPc} = \frac{DUC_{Yc} - DUR_{Yc} + AB_c + O_c}{EDB_{EPc}}$$



Where:

- $IDUA_{EPc}$  = Incremental Delivery Uncollectible Adjustment for an applicable Class Designation (C), during the applicable Effective Period (EP).
- $DUC_{Yc}$  = Delivery Uncollectible Costs for an applicable Class Designation (C) for the reporting year (Y).
- $DUR_{Yc}$  = Delivery Uncollectible Revenue for an applicable Class Designation (C) for the reporting year (Y).
- $EDB_{EPc}$  = Expected Delivery Services Bills issued by the Company during the applicable Effective Period (EP) the applicable IDUA will be in effect for the applicable Class Designation (C).
- $AB_c$  = The Automatic Balancing component applicable to the Incremental Delivery Uncollectible Adjustment for the applicable Class Designation (C).
- $O_c$  = The Factor O for the applicable Class Designation (C) .

4.2. Determination of Supply Service Uncollectible Adjustment. The Incremental Supply Uncollectible Adjustment charge or credit shall be applicable to the monthly customer charge component of the delivery services bill for all Customers taking gas supply from the Company, and shall be determined for each reporting year and for each Class Designation as follows:

$$ISUA_{EPC} = \frac{SUC_{Yc} - SUR_{Yc} + AB_c + O_c}{ESB_{EPC}}$$

Where:

- $ISUA_{EPC}$  = Incremental Supply Uncollectible Adjustment for an applicable Class Designation (C), during the applicable Effective Period (EP).
- $SUC_{Yc}$  = Supply Uncollectible Costs for an applicable Class Designation (C) for the reporting year (Y).
- $SUR_{Yc}$  = Supply Uncollectible Revenue for an applicable Class Designation (C) for the reporting year (Y).
- $ESB_{EPC}$  = Expected Supply Services Bills issued by the Company during the applicable Effective Period (EP) the applicable ISUA will be in effect for the applicable Class Designation (C).
- $AB_c$  = The Automatic Balancing component applicable to the Incremental Supply Uncollectible Adjustment for the applicable Class Designation.
- $O_c$  = The Factor O for the applicable Class Designation (C).





## 5. Reports and Reconciliations

5.1. Filing of Information Sheet and Corrections. The Company shall file an information sheet with supporting information for this Rider GUA with the Commission on or before the twentieth of the month preceding the effective date of the initial Incremental Uncollectible Adjustment and any change proposed by the Company or ordered by the Commission to an Incremental Uncollectible Adjustment. In the event the Company believes corrections should be made to an information sheet filed by it, it will submit such corrections on or before such effective date. Any filing after that time (not otherwise required or anticipated pursuant to the terms of this Rider GUA, nor ordered as a compliance filing by the Commission) will be accepted only if submitted as a special permission request under the provisions of Section 9-201(a) of the Public Utilities Act.

5.2. Petition for Reconciliation and Reports Required. No later than August 31 of each year beginning with 2018, the Company shall file a petition seeking initiation of an annual review to reconcile all uncollectible amounts included in rates, plus amounts accrued pursuant to this Rider GUA with the actual uncollectible amount for the reporting year. The information submitted shall allow the Commission to verify that the Company collects the actual uncollectible expense amounts as provided for in each applicable reporting year.



## 6. Audit

6.1. Annual Audit. Annually, after the completion of Incremental Uncollectible Adjustments for a reporting year, the Company shall conduct an internal audit of the costs and recoveries of such costs pursuant to this Rider GUA. The internal audit shall test the following:

- (a) Whether the uncollectible expenses included in the Incremental Uncollectible Adjustments were collected through other approved tariffs.
- (b) Whether the Incremental Uncollectible Adjustments are properly billed.
- (c) Whether the revenues associated with amounts received under this Rider GUA are properly recorded.
- (d) Whether the uncollectible costs covered by this Rider GUA are properly recorded in Account 904 and reported in the Company's ICC Form 21.

The above list of determinations does not limit the scope of the audit.

6.2. Preparation and Filing of Report. The Company shall prepare a report summarizing the results of each annual audit conducted pursuant to subsection 6.1 of this Rider GUA. The Company will provide a copy of the report regarding this audit to the Commission as an informational filing, with copies of such report to the Commission's Manager of the Accounting Department at [accountingmgr@icc.illinois.gov](mailto:accountingmgr@icc.illinois.gov), or such other email address as may be specified by the Commission by August 1 of each year. The internal audit report shall include a statement verified by a representative of the Company attesting that it is a true and complete copy of such report. The first report required under this Section 6 of this Rider GUA shall cover the June 2017-May 2018 Effective Period, which relates to the 2016 reporting year, and shall be due August 31, 2018.

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CHIEF CLERK'S OFFICE

ILLINOIS COMMERCE COMMISSION

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Gas Tariff Issued Pursuant to an Order by the Commission in Docket No. 16-0401  
Issued By: Christopher D. Krygier, Director, Rates and Regulatory Affairs (Central Region)  
602 South Joplin Avenue, Joplin, MO 64801

Date Issued: May 30, 2017

Date Effective: June 7, 2017

## 7. Other Terms and Conditions

This Rider GUA is subject to the service regulations and other provisions of the Company's tariff as well as any other applicable rates, riders, taxes, adjustments, fees or charges that may be approved by the Commission or are otherwise from time to time and in effect.



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**APPENDIX A – SAMPLE LANDLORD PREARRANGEMENT FORM**

In consideration for the mutual promises below, and to enable the continuance of natural gas service to a premise when a tenant vacates the premises, the landlord signed below ("landlord") and Liberty Utilities (Midstates Natural Gas) Corp. d/b/a Liberty Utilities (the "company") agree to the following terms and conditions:

For continued service, it is intended and understood by the landlord that the natural gas service will be billed to the landlord in the landlord's name for that period from the time a tenant orders a final reading to the date a new tenant requests natural gas service. The landlord agrees to pay for all gas consumed while the service is in the landlord's name.

It is the sole responsibility of the landlord to contact the Company for any additions or deletions of addresses to which this agreement applies. The sale of any property will not remove the property from this agreement or waive the landlord's responsibility to pay any amount owed in accordance with the agreement until the landlord contacts the company to cancel the agreement with respect to any sold property.

Removal of a property is not an automatic procedure, and the properties must be tracked manually on an individual basis, and that a mistake or oversight may occur. The landlord is aware of this, and understands and agrees that the company is not liable to the landlord or any other person for any or all damages to house piping, property and/or damage of any kind by the loss of natural gas service. The landlord is responsible for winterizing its property to avoid damage due to frozen pipes. The company cannot be held responsible for any damage.

In signing this agreement the landlord fully understands that this service is only applicable when the tenant(s) make a request to have the service taken out of their name, and will not be in force if the company is taking any collection action due to non-payment, or due to hazardous conditions. If service has been disconnected due to non-payment or other credit action, the agreement will not be activated and the landlord may be unaware service was disconnected. If the landlord discovers service has been disconnected, the landlord may contact us to activate it in your name.

All accounts in the landlord's name must be paid on time. In the event that the landlord does not pay in full any amount billed by the company, within the time period specified on any company billing statement, service provided hereunder may be cancelled by the company and may immediately terminate this agreement.

**ACCEPTED BY:**

\_\_\_\_\_  
Landlord/Owner or Corporation Name (Please Print)

\_\_\_\_\_  
Authorized Signature

E-mail: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Customer #: \_\_\_\_\_

Cell Phone #: \_\_\_\_\_

(Include complete Address & Apartment #)

(Additional addresses can be listed on back of this sheet)

REQUESTED ADDRESSES

CITY, STATE

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**APPENDIX B – SAMPLE FORM OF BILLS**

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**Liberty Utilities**

Liberty Utilities  
2751 North High Street  
Jackson, MO 63765  
Visit our website at www.libertyutilities.com

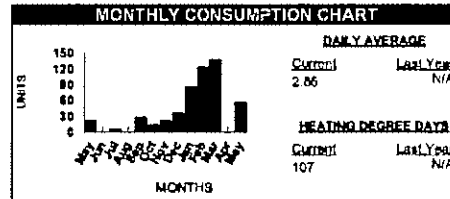
FOR QUESTIONS REGARDING YOUR BILL CALL (855) 872-3242  
FOR EMERGENCIES CALL (855) 644-8134

0000001 5667733 0001 092170 202

CUSTOMER NAME  
1429 W MAIN ST  
SOMEWHERE, IL XXXX-2023

**Statement**

ACCOUNT INFORMATION	
Account Number:	77xxxxxx-77xxxxxx
Statement #:	3075084
Bill Date:	05/05/2016
Due Date:	05/30/2016
Service Address: Service Address: 1429 W MAIN ST SOMEWHERE, IL	



Meter #	Rate Code	Read Type	# Days	Service Dates	Current	Previous	Multiplier	Usage
7xxxxx	64-GR110	Actual	21	04/14/16 - 05/05/16	57	0	1.00000	57

CALL US IMMEDIATELY IF YOU SMELL GAS: If you suspect a natural gas leak, leave the premises and then call our emergency toll-free number at 1-855-644-8134 or 911. ALL BILLING UNITS ARE CCF (hundred cubic feet).

ACCOUNT ACTIVITY	
Previous Balance:	107.97
Balance Deferred to Deferred Payment Arrangement	137.97
Payments Received:	34.49 CR
Balance Forward:	64.49 CR
Deferred Payment Arrangement Down Payment Paid	34.49
Deferred Payment Arrangement Installment 1 of 4	25.87
Current Charges:	
Facilities Charge	16.42
IL Gas Revenue Tax 57.0000 units @ 0.02400	1.37
Monthly Rate (Commodity) 57.0000 units @ 0.19111	10.89
PGA 57.0000 units @ 0.29130	16.60
Taxes:	
IL Gross Revenue Tax at 0.1%	0.05

**SPECIAL MESSAGE**  
ILLINOIS CUSTOMERS-When seeking assistance on any issue, you must first contact Liberty Utilities before contacting the Commission's Consumer Services Division. The ILLINOIS Consumer Services Division telephone number is 1-800-524-0795.  
  
Customers with Payment Arrangements: Late or partial payment may result in the cancellation of the payment arrangement causing the total deferred amount and current charges to become immediately due. Payment of the full amount may result in disconnection

KEEP THIS PORTION FOR YOUR RECORDS

Please include your account number on your check  
Make checks payable to Liberty Utilities

DETACH AND RETURN THIS REMITTANCE PORTION OF THE BILL WITH YOUR PAYMENT

BALANCE FORWARD	VOID & MISC CHG/CREDITS	PAYMENT INSTALLMENT	CURRENT CHARGES	AMOUNT DUE	ENCLOSED AMOUNT
64.49 CR	61.58	60.38	45.33	102.78	

**Payment Coupon**

Please check box and see reverse for:  Update phone/address  Assistance Donation

Service Address: 1429 W MAIN ST  
Somewhere, IL 62xxx-2023

Account Number: 77xxxxxx-77xxxxxx  
Statement #: 3075084  
Bill Date: 05/05/2016  
Due Date: 05/30/2016

CUSTOMER NAME  
1429 W MAIN ST  
SOMEWHERE, IL 62XXX-2023

LATE PAYMENT FEE:  
Payments received after the due date are subject to 1.5% per month late fee.

Liberty Utilities Midstates  
75 Remittance Drive, Suite 1741  
Chicago, IL 60675-1741

547750313077223203600000004533000000010278



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**Understanding Your Bill...** For additional information please visit [www.libertyutilities.com](http://www.libertyutilities.com) or call 1-855-872-3242.

**Distribution Adjustment**

The cost of environmental, energy efficiency, and low income assistance programs.

**Distribution Commodity**

The cost of operating and maintaining the Liberty Utilities natural gas piping system that delivers natural gas to your home or business.

**Due Date/Late Charge**

Please pay your bill by the due date to avoid a late charge.

**Multplier**

Converts the metered unit of measure to the standard billing unit of measure, where applicable.

**Prorated Bill**

If applicable, we will adjust, or prorate, the charges on bills with more or less than the standard days of service.

**Purchased Gas Adjustment (PGA)**

This measure reflects market increases and decreases in the price we pay for gas supplies without markup or other charges. It may vary monthly and is based on the amount of natural gas you use.

**Rate Code**

This code represents the rate used to calculate your bill.

**Read Type**

If we are unable to read your meter we will estimate your consumption for the month.

**Taxes**

This section summarizes state and local taxes, including city franchise tax, if applicable.

**Units**

CCF = Hundred Cubic Feet

**WNA Amount**

If applicable, this Weather Normalization Amount adjusts for variations above and below normal temperatures.

**Missouri ISRS Charge**

The infrastructure system replacement surcharge (ISRS) is a set, monthly charge that covers only a part of the expenses that the Company must incur to maintain and upgrade its system and to relocate facilities in connection with local, state and federal public improvement projects and safety requirements. In general the ISRS charge to cover these costs is smaller for residential customers, while larger users in other customer classes are charged a greater amount.

**Paying Your Bill...** Paying your utility bill has never been easier. We have several convenient payment options.

**Authorized Payment Center**

Check our website or call us, 1-855-872-3242, for a list of authorized payment agencies where you can pay your bill in person. Please bring your bill to ensure the payment can be accurately posted to your account.

**EFT Payments (Automatic Payment Plan)**

Pay your bill automatically from your bank account monthly (Electronic Funds Transfer).

**Pay By Mail**

Make your check payable to Liberty Utilities using the enclosed payment coupon. Allow 7-10 business days prior to the due date on the front of the bill.

**Mail To:**

Liberty Utilities MidStates  
75 Remittance Drive, Suite 1741  
Chicago, IL 60675-1741

**Pay In Person**

Visit our website at [www.libertyutilities.com](http://www.libertyutilities.com) for our office locations.

**Pay Online or By Telephone**

Pay by credit/debit card or electronic check on our website or through our automated telephone system.

**Payment Posting**

Payments may take up to 2 business days to post to your account.

**Billing Programs...**

**Level Bill Plan**

Allows you to spread out payments over the year, avoiding high and low fluctuations in your monthly bill. This statement will also show the Level Payment Settlement Amount.

**Paperless Billing**

Go paperless and receive an e-mail instead of a paper bill each month. Sign up at [www.libertyutilities.com](http://www.libertyutilities.com). We also offer recurring monthly payments through Autopay.

**Special Payment Arrangement**

An extended payment plan where past due bills may be paid in installments over a specified time period. The statement will also show the Remaining Payment Arrangement Amount.

**Other Information...**

**For General Correspondence**

Please remember to include your 16 digit account number on any correspondence to us.

**Mail To:**

Liberty Utilities  
2751 North High Street  
Jackson, MO, 63755

**E-mail To:**

[customerservice@libertyutilities.com](mailto:customerservice@libertyutilities.com)

**Glossary of Terms**

For a definition of additional billing terms please visit [www.libertyutilities.com](http://www.libertyutilities.com).

**Medical Emergency**

If you believe that a medical emergency exists in your home or would exist if service were to be disconnected, you may be protected from disconnection. Please contact us at 1-855-872-3242 for more information.

**Illinois Customers Only**

When seeking assistance on any issue, you must contact Liberty Utilities prior to contacting the Commission's Consumer Services Division. The Illinois Commission Consumer Services Division telephone number is 1-800-524-0795.

If your primary source of income comes from, Temporary Assistance for Needy Families (TANF), Aid to the Aged, Blind and Disabled (AABD), General Assistance, Supplemental Security Income, Social Security, Veterans Benefits or Unemployment Compensation Benefits, then you may qualify for an extended due date up to 10 days.

**Community Energy Assistance Program**

You can help others in need to pay their monthly gas bill by donating to our community energy assistance program. All donations are distributed to a local or area non-profit energy assistance agency(ies) that serves your community. Visit [www.libertyutilities.com](http://www.libertyutilities.com) for information on which agency(ies) received your donation.

Thank you for sharing with those in need in your community.

Please choose an amount to be billed monthly on your Liberty Utilities Statement.

- \$1       \$20
- \$5       Other
- \$10       Round Up
- One Time Contribution

TO CHANGE ACCOUNT NAME, PLEASE CALL  
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**CHANGE OF ADDRESS**

EFFECTIVE DATE (Day/Month/Year)

ADDRESS      PG BOX

CITY

STATE, ZIP

TELEPHONE NUMBER



Gas Tariff Issued Pursuant to an Order by the Commission in Docket No. 16-0401  
Issued By: Christopher D. Krygier, Director, Rates and Regulatory Affairs (Central Region)  
602 South Joplin Avenue, Joplin, MO 64801

Date Issued: May 30, 2017

Date Effective: June 7, 2017

**RIDER SPC-1**  
**SPECIAL PURPOSE CHARGE 1 (COVID-19)**

**1. Applicability and Purpose**

1.1. Applicability. This Rider SPC-1 (Special Purpose Charge 1) is applicable to all Customers of the Company taking service under any rate schedule.

1.2. Purpose. The purpose of this Rider SPC-1 is to recover costs incurred by the Company in connection with the COVID-19 pandemic (COVID-19 Related Costs, as defined below). The Company shall adjust the Customer Charge for each applicable billing period by the amounts specified on the information sheet filed pursuant to this Rider SPC-1.

**2. Definitions.**

As used in this Rider SPC-1, the following terms shall have the meanings ascribed below:

(a) “*20-0309 Orders*” mean the Commission’s Orders in Docket No. 20-0309, including the Emergency Interim Order dated March 18, 2020 and the Order dated June 18, 2020 (including Appendix 2 thereto), and any further orders or actions taken in that docket.

(b) “*COVID-19 Related Costs*” are composed of (1) COVID-19 Direct Costs net of COVID-19 Direct Offsets; (2) COVID-19 Foregone Late Fees; (3) actual COVID-19 Foregone Charges, and (4) COVID-19 Bill Payment Assistance Amounts.

(c) “*COVID-19 Direct Costs*” are reasonable and prudent direct costs resulting from the 20-0309 Orders, obligations to accommodate the Governor’s Emergency Orders to control the spread of the COVID-19 pandemic, and any other reasonable measures taken by the Company in response to the COVID-19 pandemic, incurred beginning March 1, 2020 and ending on December 31, 2021. COVID-19 Direct Costs include, but are not limited to:

i. one-time costs, such as information technology changes needed to enact the 20-0309 Orders, set up for remote work options (e.g., servers, software, computer equipment) and signage; and



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ii. ongoing costs, such as incremental administration costs associated with programs provided for in the 20-0309 Orders, communications for remote operations, communications with the public, regulatory compliance costs, cleaning supplies and services, PPE, employee benefits and accommodations, contact tracing, and medical testing to the extent not paid by or covered by insurance.

(d) “*COVID-19 Direct Offsets*” are identifiable credits, payments, or other tangible benefits received by the Company from a federal, state, or local government as a result of the COVID-19 pandemic prior to December 31, 2021 and directly related to a COVID-19 Direct Cost, including federal, state, or local tax credits or benefits that are directly related to COVID-19 or provided pursuant to enacted COVID-19 relief legislation.

(e) “*COVID-19 Foregone Late Fees*” are the amount of late payment fees that represent the difference between (1) the actual late fees collected by the Company in the calendar year(s) including the period beginning March 1, 2020 and ending 30 days after the Company no longer forgoes charging late fees in connection with the COVID-19 pandemic and (2) \$75,000 per such year as set forth in the 20-0309 Orders.

(f) “*COVID-19 Foregone Charges*” means the total reconnection and other fees (other than late fees) that the Company foregoes in connection with the COVID-19 pandemic, incurred beginning March 1, 2020 and ending at such time as the Company no longer foregoes fees (other than late fees) in connection with the COVID-19 pandemic, calculated in accordance with this Tariff. Reconnection fees are capped at the charge for reconnection during regular working hours as set forth in Section 6.3(a) or (b) of the Tariff, as applicable.

(g) “*COVID-19 Bill Payment Assistance Amounts*” is the amount of funding made available by the Company for its Bill Payment Assistance Program. The Bill Payment Assistance Program is described in the Company’s September 3 filing in Docket No. 20-0309. As of the filing of this Rider SPC-1, the amount of funding is \$125,000.

(h) “*Effective Period*” means the 24 billing periods over which costs are collected from Customers.



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### 3. Determination of Special Purpose Charge

3.1. Allocation of COVID-19 Related Costs. A separate per-Customer Class Special Purpose Charge shall be determined for each Customer classification. The components of COVID-19 Related Costs shall be allocated differently to each Customer classification as follows:

3.1.1 COVID-19 Related Costs other than COVID-19 Bill Payment Assistance Amounts. COVID-19 Direct Costs, net of COVID-19 Direct Offsets, COVID-19 Foregone Late Fees, and COVID-19 Foregone Charges will be allocated to each Customer classification based on that classification's percentage of forecasted annual base revenues in accordance with Docket No. 16-0401:

Residential	71%
Small C&I	14%
Medium C&I	9%
Large C&I	4%
Optional Gas	2%



3.1.2 COVID-19 Bill Payment Assistance Amounts. COVID-19 Bill Payment Assistance Amounts will be allocated solely to Customers taking service under Rate Schedule 110 – Residential Gas Service.

### 3.2. Determination of Special Purpose Charge.

The Special Purpose Charge shall be determined by the following formula:

$$SPC_c = (COVID_c / N / B_c) + (RA_c / M / B_c) + (O_c / M / B_c)$$

$$COVID_c = (DC \times BR) + (LF \times BR) + (FC \times BR) [+ BP \text{ (only for Customers taking service under Rate Schedule 110 – Residential Gas Service)}]$$

Where:

SPC = Special Purpose Charge for a billing period in cents per customer rounded to the nearest 0.01 cent; any fraction of 0.01 cents shall be dropped if less than 0.005 cents or, if 0.005 cents or more, shall be rounded up to the next full 0.01 cents.

COVID = COVID-19 Related Costs.

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- N = Number of billing periods remaining in the Effective Period.
- M = Number of billing periods for the charge or credit for Company-determined reconciliation (RA) or Commission ordered adjustment (O).
- C = Customer classification.
- B = Forecasted number of monthly regular bills for the effective period for each Customer classification.
- RA = Company-determined reconciliation component as described in Sections 4.1 and 4.2 of this Rider SPC-1.
- O = Commissioner-ordered adjustment as described in Section 4.2 of this Rider SPC-1.
- DC = Forecasted COVID-19 Direct Costs incurred by the Company, net of COVID-19 Direct Offsets for the Effective Period.
- BR = Ratio of base revenue for the applicable Customer classification to the total Company base revenues in accordance with Docket Nos. 16-0401.
- LF = Forecasted COVID-19 Foregone Late Fees for the Effective Period.
- FC = Forecasted COVID-19 Foregone Charges for the Effective Period.
- BP = \$125,000 (plus any set-up or administrative costs, etc.) As noted this addition is only applicable to Customers taking service under Rate Schedule 110 – Residential Gas Service.



#### 4. Reports and Reconciliations

4.1. Information Sheet. The Company will file the first information sheet on or before November 20, 2020 to be effective December 1, 2020. After the Company files each quarterly report of its COVID-19 Related Costs in Docket No. 20-0309 the Company shall review the Special Purpose Charge. If the Company deems a revision is necessary to the Special Purpose Charge it shall file the revised Special Purpose Charge for each rate class with the Commission on an Information Sheet filed on or before the 20<sup>th</sup> of the month following the filing of its quarterly report of COVID-19 Related Costs in Docket No. 20-0309. The information sheet submission shall be accompanied by workpapers showing the calculation of the revised Special Purpose Charge and these materials shall be made available upon request to any party to Docket No. 20-0309.

4.2. Reconciliation of the Special Purpose Charge. After the Special Purpose Charge has been in effect for 24 billing periods, the Special Purpose Charge shall be set to zero until a reconciliation determines if further Special Purpose Charge application is warranted. On or before the date that is 90 days after the end of the Effective Period, the Company shall file a petition with supporting prefiled testimony and exhibits with the Commission to initiate the reconciliation process. The petition and prefiled testimony and exhibits shall include a reconciliation that compares (a) the actual Total COVID-19 Costs with the forecasted Total COVID-19 Costs and (b) revenues collected under this rider during the Effective Period with the anticipated amount of revenues that were to be recovered or refunded under this Rider SPC-1. The Company shall also propose for Commission consideration and approval the number of billing periods over which the Company shall apply the Company-determined reconciliation amount (RA) or Commission ordered adjustment amount (O). Supporting documentation or workpapers in addition to testimony and exhibits affecting the information presented in the Company's reconciliation petition shall be provided to the Commission's Manager of the Accounting Department by email at [ICC.AccountingMgr@illinois.gov](mailto:ICC.AccountingMgr@illinois.gov), or such other email address as may be specified by the Commission within a reasonable time prior to such submission by email concurrently with the filing of the petition and shall be made available upon request to the parties to Docket No. 20-0309.





4.3 Effect of Reconciliation. If, after hearing, the Commission finds that the Company has not shown any COVID-19 Related Costs to be reasonable and prudently incurred, that the Company has made any errors in calculation or otherwise, or that the Company over- or under-collected the required amounts under this Rider SPC-1, the difference determined by the Commission shall be refunded or recovered, as appropriate, under an Ordered Reconciliation Factor (Factor O) along with interest at the interest rate established by the Commission under 83 Ill. Adm. Code 280.40(g)(1). Interest on a Factor O amount shall be applied from the end of the reconciliation period until the Factor O amount is refunded or charged to Customers through the SPC-1.

