

**AN ORDINANCE AUTHORIZING THE MAYOR TO APPROVE AN AMENDMENT TO THE MOGAS PIPELINE, LLC
TRANSPORTATION RATE AGREEMENT FOR NATURAL GAS SERVICE;
FIXING AN EFFECTIVE DATE**

WHEREAS, on May 7th, 2019 the City Council of the City of Waynesville entered into an agreement with MoGas Pipeline, LLC regarding reservation rates for Natural Gas service; and

WHEREAS, both parties desire to amend the agreement to lower the cost of the reservation rate for natural gas supplied to the City by MoGAS Pipeline, LLC.

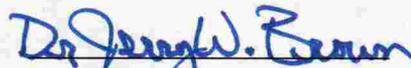
NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF WAYNESVILLE, MISSOURI AS FOLLOWS:

Section 1. The Mayor and/or City Administrator is hereby authorized to execute, on behalf of the City of Waynesville, Missouri "Exhibit A", a supplemental agreement to the Settlement Agreement, approved through Ordinance No. 2363, with MoGAS Pipeline, LLC to lower the reservation rate for Natural Gas supplied to the City of Waynesville.

Section 2. All ordinances or parts of ordinances therefore enacted which are in conflict are hereby repealed.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED BY THE MAYOR AND CITY COUNCIL ON THIS 20TH DAY OF MAY, 2021.


Dr. Jerry Brown, Mayor

ATTEST:


Michele Brown, City Clerk



MoGas Pipeline LLC
FORM OF SERVICE AGREEMENT (RATE SCHEDULE FT)
Contract No. FRM-WAY-1007a
Agreement Dated 01/01/2022

This Firm Service Transportation Agreement ("Agreement"), is made and entered into between MoGas Pipeline LLC, a Delaware limited liability company ("Transporter") and the party identified as Shipper in this Agreement.

In consideration of the promises and of the mutual covenants herein contained, the parties do covenant and agree as follows:

ARTICLE I SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Transporter's Rate Schedule FT and Transporter's General Terms and Conditions, Transporter agrees to receive, transport and deliver on a firm basis thermally equivalent volumes of gas, adjusted for the Fuel and Gas Loss Retention Quantity, up to the Maximum Daily Quantity (MDQ).

ARTICLE II TERM OF AGREEMENT

This Agreement shall become effective and continue in effect as set forth herein. If renewable following the primary term, this Agreement may be terminated by either party upon prior written notice.

ARTICLE III RATE SCHEDULE

Shipper shall pay Transporter for all services rendered hereunder at rates filed under Transporter's Rate Schedule FT and as the same may be revised and changed. The rates to be charged Shipper for services under this Agreement shall be the maximum rate filed for that service unless Shipper and Transporter have otherwise agreed in writing. The rates charged Shipper for firm transportation hereunder shall not be more than the maximum rate applicable to such service, nor less than the minimum rate for such service.

This Agreement and all terms and provisions contained or incorporated herein are subject to the provisions of Transporter's Rate Schedule FT and of Transporter's General Terms and Conditions on file with the Federal Energy Regulation Commission or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded. The Rate Schedule and General Terms and Conditions are by this reference made a part hereof.

ARTICLE IV RECEIPT POINT(S) AND DELIVERY POINT(S)

Natural gas to be received for the account of Shipper hereunder shall be received on the outlet side of the measuring station(s) at or near the point(s) of receipt, as specified in Appendix A.

Natural gas to be delivered for the account of Shipper hereunder shall be delivered on the outlet side of the measuring station(s), if any, at or near the point(s) specified in Appendix A.

Additional information concerning receipt and delivery points is set forth on Appendix A to this Agreement which is incorporated herein by reference.

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ARTICLE V QUALITY

All natural gas tendered for transportation to Transporter for the account of shipper at the Receipt Point(s) shall conform to the quality specifications set forth in the General Terms and Conditions, as revised from time to time. Transporter may receive gas not conforming to the quality specifications if treatment facilities on Transporter's system will bring such gas into conformance with the quality specifications. Transporter may refuse to receive on a non-discriminatory basis any gas for transportation which does not meet such quality specifications and will not be treated to meet the quality specifications.

ARTICLE VI ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of any successor(s) to either Transporter or Shipper by merger, consolidation or acquisition. Either Transporter or Shipper may assign or pledge this Agreement and all rights and obligations under the provisions of any mortgage, deed or trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, neither Transporter nor Shipper shall assign this Agreement or any of its rights hereunder without first having obtained formal written consent of the other(s). Such consent shall not be unreasonably withheld.

ARTICLE VII INTERPRETATION AND MODIFICATIONS

The interpretation and performance of this Agreement shall be in accordance with the laws of the state of Missouri.

ARTICLE VIII AGREEMENTS BEING SUPERSEDED

When this Agreement becomes effective, it shall supersede and cancel any other firm transportation agreements between the parties for the same service.

ARTICLE IX CERTIFICATIONS

By executing this Agreement, Shipper certifies that: (1) Shipper has title to, or a current contractual right to deliver the gas to be transported by Transporter; (2) Shipper has, or will have, entered into all arrangements necessary for the commitment of deliveries to Transporter; and (3) Shipper has a sales and, as applicable, a transportation contract(s) or will enter into such sales and, as applicable, a transportation contract(s) with the party ultimately receiving the gas, prior to the commencement of service.

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ARTICLE X SPECIFIC INFORMATION

Firm Transportation Service Agreement between MoGas Pipeline LLC
("Transporter") and City of Waynesville ("Shipper").

Contract Number FRM-WAY-1007a Effective Date 01/01/2022

Primary Term 8 years

Renewal Term-month to month No X Other:

Termination Notice see section 7.22 of the General Terms and Conditions of the MoGas
Tariff.

Right of First Refusal: Yes

Transporter MoGas Pipeline LLC
 329 Josephville Road
 Wentzville, Missouri 63385

Shipper City of Waynesville
 601 Historic Route 66 W
 Waynesville, MO. 65583-2597

Maximum Daily Quantity: 1,125 Dth per day

The rate charged will be the maximum transportation rate unless otherwise agreed to in
writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
signed by their Presidents or Vice Presidents as duly authorized officers, the day and
year first above written.

Effective Date: 01/01/2022

MoGas Pipeline LLC

By: _____
Name: Cy Zebot
Title: SVP, MoGas Pipeline, LLC

City of Waynesville
By: Dr. Jerry W. Brown
Name: DR. JERRY BROWN
Title: MAYOR

APPENDIX A
Contract No. FRM-STR-1007a
Agreement Dated 01/01/2022

To the Firm Transportation Service Agreement between MoGas Pipeline LLC ("Transporter") and City of Waynesville ("Shipper"), Contract Number FRM-STR-1007a . City of Waynesville's contract # 1007 is terminated on 12/31/2021.

Point of Receipt	Meter No.	Maximum Receipt Pressure	Maximum Daily Receipt Quantity	Provision for Incre. Facility
MRT	91030	n/a	-0-	No
PEPL	05237	n/a	1,125	No
REX	44936	n/a	-0-	No

Quality Waivers: No

Point of Delivery	Meter No.	Maximum Daily Delivery Quantity	Priority Date	Provision for Incre. Facility
Waynesville	570	1,125		No

Transport Negotiated Rate

The contract MDQ of 1,125 Dth will be provided at a reservation rate of \$28.53/Dth/month.

This Appendix A supersedes and cancels any previously effective Appendix A to this Firm Transportation Service Agreement.

Effective Date: 01/01/2022

MoGas Pipeline LLC

By: _____
Name: Cy Zebot
Title: SVP, MoGas

City of Waynesville

By: Dr. Jerry W. Brown
Name: DR. JERRY BROWN
Title: MAYOR