

BILL NO. 2001

SPECIAL ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF CUBA, MISSOURI, ON BEHALF OF THE CITY OF CUBA, MISSOURI, TO ENTER INTO A CONTRACT WITH MOGAS PIPELINE LLC FOR THE TRANSPORTATION OF NATURAL GAS

WHEREAS, the Board of Aldermen of the City of Cuba, Missouri (City), has determined that it is in the best interests of the City to enter into a contract with MOGAS Pipeline LLC for the transportation of Natural Gas.

BE IT ORDAINED, by the Board of Aldermen of the City of Cuba, Missouri, as follows:

Section 1: The City of Cuba, Missouri, shall enter into a contract with MOGAS Pipeline LLC for the transportation of Natural Gas. A copy of said Agreement is attached hereto as Exhibit "A".

Section 2: The Mayor of the City of Cuba, Missouri, is authorized to execute the Agreement on behalf of the City.

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

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF CUBA, MISSOURI, THIS ____ DAY OF _____, 2021.

CODY LEATHERS, MAYOR

Attest:

CHRISTINE NASH, CITY CLERK

(City Seal)

Approved this _____ day of _____, 2021.

CODY LEATHERS, MAYOR

Attest:

CHRISTINE NASH, CITY CLERK

(City Seal)

Approved as to the form.
WILLIAMS, ROBINSON, RIGLER & BUSCHJOST, P.C.

By: _____
Lance B. Thurman, #51214
901 North Pine Street, Fourth Floor
Post Office Box 47
Rolla, Missouri 65402
(573) 341-2266

ATTORNEYS FOR THE CITY OF CUBA, MISSOURI

Alderman	Vote on First Reading On _____, 2021	Vote on Second Reading On _____, 2021
Kevin Copling		
Sam Black		
Debbie Martin		
Warren Graddy		
Curtis Holt		
Jeff Bouse		

MoGas Pipeline LLC
FORM OF SERVICE AGREEMENT (RATE SCHEDULE FT)
Contract No. FRM-CUB-1334a
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.

MoGas Pipeline LLC
FORM OF SERVICE AGREEMENT (RATE SCHEDULE FT)
Contract No. FRM-CUB-1334a
Agreement Dated 01/01/2022

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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.

MoGas Pipeline LLC
FORM OF SERVICE AGREEMENT (RATE SCHEDULE FT)
Contract No. FRM-CUB-1334a
Agreement Dated 01/01/2022

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ARTICLE X SPECIFIC INFORMATION

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

Contract Number FRM-CUB-1334a Effective Date 01/01/2022

Primary Term 8 years and 3 months

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 Cuba
 PO Box K
 Cuba, MO 65453

Maximum Daily Quantity: 625 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 Cuba

By: _____
Name: Cody Leathers
Title: Mayor, Cuba, MO

APPENDIX A
Contract No. FRM-CUB-1334a
Agreement Dated 01/01/2022

To the Firm Transportation Service Agreement between MoGas Pipeline LLC ("Transporter") and City of Cuba ("Shipper"), Contract Number FRM-CUB-1334a. Cuba's contract # 1334 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	625	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
Cuba CG	530	625		No

Transport Negotiated Rate

The contract MDQ of 625 Dth will be provided at a reservation rate of \$28.53

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 Cuba

By: _____
Name: Cody Leathers
Title: Mayor, Cuba, MO

MoGas Pipeline LLC
FORM OF SERVICE AGREEMENT (RATE SCHEDULE FT)
Contract No. FRM-CUB-1334a
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.

MoGas Pipeline LLC
FORM OF SERVICE AGREEMENT (RATE SCHEDULE FT)
Contract No. FRM-CUB-1334a
Agreement Dated 01/01/2022

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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.

MoGas Pipeline LLC
FORM OF SERVICE AGREEMENT (RATE SCHEDULE FT)
Contract No. FRM-CUB-1334a
Agreement Dated 01/01/2022

Page 3

ARTICLE X SPECIFIC INFORMATION

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

Contract Number FRM-CUB-1334a Effective Date 01/01/2022

Primary Term 8 years and 3 months

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 Cuba
 PO Box K
 Cuba, MO 65453

Maximum Daily Quantity: 625 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 Cuba

By: _____
Name: Cody Leathers
Title: Mayor, Cuba, MO

APPENDIX A
 Contract No. FRM-CUB-1334a
 Agreement Dated 01/01/2022

To the Firm Transportation Service Agreement between MoGas Pipeline LLC ("Transporter") and City of Cuba ("Shipper"), Contract Number FRM-CUB-1334a. Cuba's contract # 1334 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	625	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
Cuba CG	530	625		No

Transport Negotiated Rate

The contract MDQ of 625 Dth will be provided at a reservation rate of \$28.53. For Zone 1, this rate shall apply from all receipt points to any Zone 1 delivery point. For Zone 2, this rate shall apply only for delivery to Cuba, Waynesville, St Robert and St. James delivery points. Availability to change receipt or delivery points is subject to requirements of the MoGas Tariff. Scheduled volumes to any delivery point not stated in Appendix A will be at Max Tariff Rate. If Cuba request additional capacity in accordance with the provisions of the MoGas Tariff, the following rates will apply to the additional capacity at \$27.50. After 3/31/2026, if shipper continues to take service, the rate charged will be the maximum transportation rate unless Shipper exercises the option, by giving notice to the Transporter, prior to extend the 1/1/2026 service agreement at same volume and same negotiated rate with a term of 4 years ending 03/31/2030. Shipper has a right to terminate whereby Shipper may terminate the contract by giving written notice to Transporter at least twelve (12) months prior to the date of intended termination.

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

MoGas Pipeline LLC
FERC GAS TARIFF
Second Revised Volume No. 1

Section 8.3
FORM OF SERVICE AGREEMENT
RATE SCHEDULE FT
Version 1.0.0

Effective Date: 01/01/2022

MoGas Pipeline LLC

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

City of Cuba

By: _____
Name: Cody Leathers
Title: Mayor, Cuba, MO

MoGas Pipeline LLC
FORM OF SERVICE AGREEMENT (RATE SCHEDULE FT)
Contract No. FRM-CUB-1333a
Agreement Dated 07/01/2021

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)

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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.

MoGas Pipeline LLC
FORM OF SERVICE AGREEMENT (RATE SCHEDULE FT)
Contract No. FRM-CUB-1333a
Agreement Dated 07/01/2021

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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 forming 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.

MoGas Pipeline LLC
FORM OF SERVICE AGREEMENT (RATE SCHEDULE FT)
Contract No. FRM-CUB-1333a
Agreement Dated 07/01/2021

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ARTICLE X SPECIFIC INFORMATION

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

Contract Number FRM-CUB-1333a

Effective Date 07/01/2021

Primary Term 6 months

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 Cuba
PO Box K
Cuba, MO 65453

Maximum Daily Quantity: 625 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: 07/01/2021

MoGas Pipeline LLC

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

City of Cuba

By: _____
Name: Cody Leathers
Title: Mayor, Cuba, MO

APPENDIX A
Contract No. FRM-CUB-1333a
Agreement Dated 07/01/2021

To the Firm Transportation Service Agreement between MoGas Pipeline LLC ("Transporter") and City of Cuba ("Shipper"), Contract Number FRM-CUB-1333a. Cuba's contract # 1333 is terminated on June 30, 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	625	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
Cuba CG	530	625		No

Transport Negotiated Rate

The contract MDQ of 625 Dth will be provided at a reservation rate of \$29.50/Dth/month from 7/1/2021 thru 12/31/2021.

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

Effective Date: 07/01/2021

MoGas Pipeline LLC

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

City of Cuba

By: _____
Name: Cody Leathers
Title: Mayor, Cuba, MO