

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 2

Original

Adoption Notice

THE EMPIRE DISTRICT GAS COMPANY d/b/a Liberty Utilities or Liberty

For: All Areas

ADOPTION NOTICE

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

FILED  
Missouri Public  
Service Commission  
GN-2021-0039; YG-2021-0061

DATE OF ISSUE September 14, 2020

DATE EFFECTIVE October 16, 2020

ISSUED BY Sheri Richard, Director Rates and Regulatory Affairs, Joplin, MO

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No.	<u>2</u>	<u>1st</u>	Revised	Sheet No.	<u>1</u>
Canceling P.S.C. MO. No.	<u>2</u>	<u>          </u>	Original	Sheet No.	<u>1</u>

THE EMPIRE DISTRICT GAS COMPANY  
d/b/a Liberty Utilities or Liberty  
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

## MISSOURI PUBLIC SERVICE COMMISSION GAS TARIFF

OF

THE EMPIRE DISTRICT GAS COMPANY (EDG)  
D/B/A LIBERTY UTILITIES or LIBERTY

THIS TARIFF CANCELS THE FOLLOWING TARIFFS IN THEIR ENTIRETY:

THE EMPIRE DISTRICT GAS COMPANY (EDG) – P.S.C. MO. No. 1

FILED  
Missouri Public  
Service Commission  
GN-2021-0039; YG-2021-0026

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DATE OF ISSUE: August 17, 2020 EFFECTIVE DATE: October 16, 2020  
ISSUED BY: Sheri Richard, Director, Rates and Regulatory Affairs, Joplin, MO

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No.	<u>2</u>	<u>3rd</u>	Revised	Sheet No.	<u>2</u>
Canceling P.S.C. MO. No.	<u>2</u>	<u>2nd</u>	Revised	Sheet No.	<u>2</u>

**THE EMPIRE DISTRICT GAS COMPANY**  
**d/b/a Liberty Utilities or Liberty**  
**JOPLIN, MO 64802**

FOR: All Communities and Rural Areas Receiving  
 Natural Gas Service

<b>INDEX GAS</b>
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DATE OF ISSUE: July 7, 2022  
 ISSUED BY: Mike Beatty, Vice President

EFFECTIVE DATE: ~~August 6, 2022~~  
 August 13, 2022

FILED  
 Missouri Public  
 Service Commission  
 GR-2021-0320; YG-2023-0008

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 2 Original Sheet No. 3  
Canceling P.S.C. MO. No. 1 Sheet No. \_\_\_\_\_

**THE EMPIRE DISTRICT GAS COMPANY**  
**JOPLIN, MO 64802**

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

<b>COMMUNITIES SERVED GAS</b>
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Communities designated as North System are as follows

Brookfield	Glasgow	Rural Territory
Brunswick	Keytesville	Salisbury
Bucklin	Laclede	Trenton
Chillicothe	Marceline	Utica
Chula	Meadville	Wheeling

Communities designated as South System are as follows

Clinton	Marshall	Rural Territory
Deerfield	Nevada	Sedalia
Dresden	Otterville	Smithton
Henrietta	Platte City	Tracy
Leeton	Richmond	Weston
Lexington		

Communities designated as NW System are as follows:

Barnard	Bigelow	Bolckow
Craig	Fairfax	Forest City
Graham	Maitland	Maryville
Mound City	Oregon	Ravenwood
Rock Port	Skidmore	Tarkio

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DATE OF ISSUE: August 9, 2007  
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: September 8, 2007

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 2 1<sup>st</sup> Revised Sheet No. 4  
 Canceling P.S.C. MO. No. 2 Original Sheet No. 4

**THE EMPIRE DISTRICT GAS COMPANY**  
**JOPLIN, MO 64802**

FOR: All Communities and Rural Areas Receiving  
 Natural Gas Service

**AUTHORIZED SERVICE TERRITORY**  
**GAS**

**South System**

<b>County</b>	<b>Township</b>	<b>Range</b>	<b>Sections</b>
Cooper	54 North	19 West	3-6
Cooper	46 North	19 West	33, 34
Henry	41 North	25 West	6, 7, 18
Henry	41 North	26 West	1 - 4, 8 - 16
Henry	42 North	25 West	30,31
Henry	42 North	26 West	25 - 28, 33 - 36
Johnson	44 North	25 West	15 - 22, 27 - 30
LaFayette	50 North	27 West	1 - 5, 8 - 11
LaFayette	51 North	27 West	21 - 28, 32 - 36
Morgan	45 North	19 West	7 - 10, 17, 18
Pettis	45 North	20 West	1 - 20
Pettis	45 North	21 West	1 - 24, 28 - 30
Pettis	45 North	22 West	1, 2, 11 - 14, 24
Pettis	46 North	20 West	30 - 34
Pettis	46 North	21 West	19 - 36
Pettis	46 North	22 West	14 - 16, 20 - 28, 31 - 36
Pettis	46 North	23 West	35, 36
Platte	52 North	34 West	4 - 6
Platte	52 North	35 West	1 - 3, 10 - 12
Platte	53 North	34 West	16 - 21, 28 - 33
Platte	53 North	35 West	6, 7, 13 - 15, 18, 19, 22 - 27, 34 - 36
Platte	53 North	36 West	1 - 3, 10 - 15, 22 - 24
Ray	51 North	27 West	4 - 6, 8 - 10, 15 - 17, 20 - 22
Ray	51 North	28 West	1, 2
Ray	52 North	27 West	18 - 21, 28 - 33
Ray	52 North	28 West	23 - 26, 35, 36
Saline	50 North	20 West	6, 7, 18, 19, 30, 31
Saline	50 North	21 West	1 - 5, 8 - 18, 20 - 29, 32 - 36
Saline	51 North	20 West	31
Saline	51 North	21 West	32, 33, 36
Vernon	All of Vernon County in its entirety		

All of the service territory displayed on this tariff sheet represents a service area certificate granted in Case No. GO-2006-0205.

DATE OF ISSUE: September 15, 2008  
 ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: October 15, 2008

**FILED**  
 Missouri Public  
 Service Commission  
 GA-2007-0289

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 2 1<sup>st</sup> Revised Sheet No. 5  
 Canceling P.S.C. MO. No. 2 Original Sheet No. 5

**THE EMPIRE DISTRICT GAS COMPANY**  
**JOPLIN, MO 64802**

FOR: All Communities and Rural Areas Receiving  
 Natural Gas Service

**AUTHORIZED SERVICE TERRITORY**  
**GAS**

**North System**

<b>County</b>	<b>Township</b>	<b>Range</b>	<b>Sections</b>
Chariton	51 North	17 West	5, 8
Chariton	53 North	17 West	1 – 4, 9 – 12, 14 – 16
Chariton	53 North	18 West	3 – 6, 8 – 10
Chariton	53 North	20 West	1 – 4, 9 – 14
Chariton	54 North	17 West	33 – 35
Chariton	54 North	18 West	27 – 34
Chariton	54 North	20 West	33 – 36
Chariton	56 North	18 West	4 – 6
Chariton	56 North	19 West	1
Grundy	61 North	24 West	3 – 30
Grundy	61 North	25 West	13
Howard	51 North	17 West	3, 4, 9, 10, 15 – 17, 20 – 22
Linn	57 North	18 West	1 – 4, 10 – 12, 19 – 21, 28 – 33
Linn	57 North	19 West	4 – 9, 16 – 20, 24, 25, 36
Linn	57 North	20 West	1, 2, 4 – 9, 11 – 14, 24
Linn	57 North	21 West	1, 5 – 8, 12
Linn	57 North	22 West	1 – 3, 10 – 12
Linn	58 North	18 West	26, 34 – 36
Linn	58 North	19 West	28 – 33
Linn	58 North	20 West	25, 26, 28 – 33, 35, 36
Linn	58 North	21 West	25, 31, 32, 36
Linn	58 North	22 West	34 – 36
Livingston	57 North	22 West	4 – 9
Livingston	57 North	23 West	5 – 7
Livingston	57 North	24 West	1, 2, 7 – 9, 12, 16 – 21, 28 – 30
Livingston	57 North	25 West	12, 13, 24, 25
Livingston	58 North	22 West	31 – 33
Livingston	58 North	23 West	19, 29 – 32
Livingston	58 North	24 West	22 – 28, 33 – 36
Livingston	59 North	23 West	9 – 11, 14 – 16, 21 – 23, 26 – 28

All of the service territory displayed on this tariff sheet represents a service area certificate granted in Case No. GO-2006-0205.

DATE OF ISSUE: September 15, 2008  
 ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: October 15, 2008

**FILED**  
 Missouri Public  
 Service Commission  
 GA-2007-0289

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 2 1<sup>st</sup> Revised Sheet No. 6  
Canceling P.S.C. MO. No. 2          Original Sheet No. 6

**THE EMPIRE DISTRICT GAS COMPANY**  
**JOPLIN, MO 64802**

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

**AUTHORIZED SERVICE TERRITORY**  
**GAS**

**NW System**

<b>County</b>	<b>Township</b>	<b>Range</b>	<b>Sections</b>
Andrew	61 North	34 West	6, 7, 18, 19
Andrew	61 North	35 West	1 – 5, 8 – 17, 20 – 24
Atchison	63 North	39 West	5 – 8, 17, 18
Atchison	63 North	40 West	1 – 5, 9 – 16
Atchison	64 North	39 West	5 – 8, 17 – 20, 29 – 32
Atchison	64 North	40 West	1 – 30, 32 – 36
Atchison	64 North	41 West	1 – 12
Atchison	64 North	42 West	1 – 4, 10 - 12
Atchison	65 North	39 West	6, 7, 18, 19, 30, 31
Atchison	65 North	40 West	1 – 5, 7 – 36
Atchison	65 North	41 West	7 – 36
Atchison	65 North	42 West	22 – 28, 33 – 36
Atchison	66 North	39 West	31, 32
Atchison	66 North	40 West	34-36

All of the service territory displayed on this tariff sheet represents a service area certificate granted in Case No. GO-2006-0205.

DATE OF ISSUE: September 15, 2008  
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: October 15, 2008

**FILED**  
Missouri Public  
Service Commission  
GA-2007-0289

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 2                      2nd                      Revised      Sheet No. 7  
 Canceling P.S.C. MO. No. 2                      1st                      Revised      Sheet No. 7

**THE EMPIRE DISTRICT GAS COMPANY**  
**JOPLIN, MO 64802**

FOR: All Communities and Rural Areas Receiving  
 Natural Gas Service

**AUTHORIZED SERVICE TERRITORY**  
**GAS**

**NW System (continued)**

<b>County</b>	<b>Township</b>	<b>Range</b>	<b>Sections</b>
Holt	59 North	37 West	6
Holt	59 North	38 West	1 – 12
Holt	59 North	39 West	1 – 3, 11, 12
Holt	60 North	37 West	18, 19, 30, 31
Holt	60 North	38 West	4 – 9, 13 – 36
Holt	60 North	39 West	1 – 5, 8 – 17, 21 – 28, 34 – 36
Holt	61 North	38 West	3 – 10, 15 – 20, 29 – 33
Holt	61 North	39 West	1 – 30, 32 – 36
Holt	62 North	37 West	3 – 9, 15 – 22
Holt	62 North	38 West	1, 12, 15 – 22, 27 – 34
Holt	62 North	39 West	5 – 8, 13 – 15, 17 – 20, 22 – 27, 29 – 36
Holt	62 North	40 West	1 – 4, 9 – 16, 21 – 28
Holt	63 North	37 West	19 – 21, 27 – 34
Holt	63 North	38 West	24, 25, 36
Holt	63 North	39 West	19, 20, 29, 30, 31, 32
Holt	63 North	40 West	21 – 28, 33 – 36
Nodaway	62 North	34 West	6, 7, 18, 19, 30, 31
Nodaway	62 North	35 West	1 – 5, 8 – 17, 20 – 29, 32 – 36
Nodaway	62 North	36 West	6, 7, 18, 19
Nodaway	62 North	37 West	1 – 3, 9 – 16, 22 – 24
Nodaway	63 North	33 West	5 – 8, 17 – 20, 29, 30
Nodaway	63 North	34 West	1 – 3, 6, 7, 10 -15, 18, 19, 22 – 27, 30, 31
Nodaway	63 North	35 West	1 – 16, 21 – 28, 33 – 36
Nodaway	63 North	36 West	1, 2, 3, 30, 31
Nodaway	63 North	37 West	2 – 11, 14 – 18, 21 – 23, 25 – 28, 34 – 36
Nodaway	63 North	38 West	1, 12, 13
Nodaway	64 North	33 West	4 – 9, 16 – 21, 28 – 32
Nodaway	64 North	34 West	1 – 3, 6, 7, 10 – 15, 18, 19, 22 – 27, 30, 31, 34 – 36
Nodaway	64 North	35 West	All sections 1 through 36
Nodaway	64 North	36 West	1 – 3, 10 – 15, 22 – 27, 34 – 36
Nodaway	64 North	37 West	26 – 35
Nodaway	64 North	38 West	25, 36
Nodaway	65 North	33 West	31, 32
Nodaway	65 North	34 West	34 – 36
Nodaway	65 North	35 West	31 – 34
Nodaway	65 North	36 West	34 - 36

**FILED**  
 Missouri Public  
 Service Commission  
 GA-2012-0111; YG-2012-0325

All of the service territory displayed on this tariff sheet represents a service area certificated to Empire in Case No. GO-2006-0205.

DATE OF ISSUE:      January 6, 2012  
 ISSUED BY:            Kelly S. Walters, Vice President

EFFECTIVE DATE:      February 5, 2012



STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

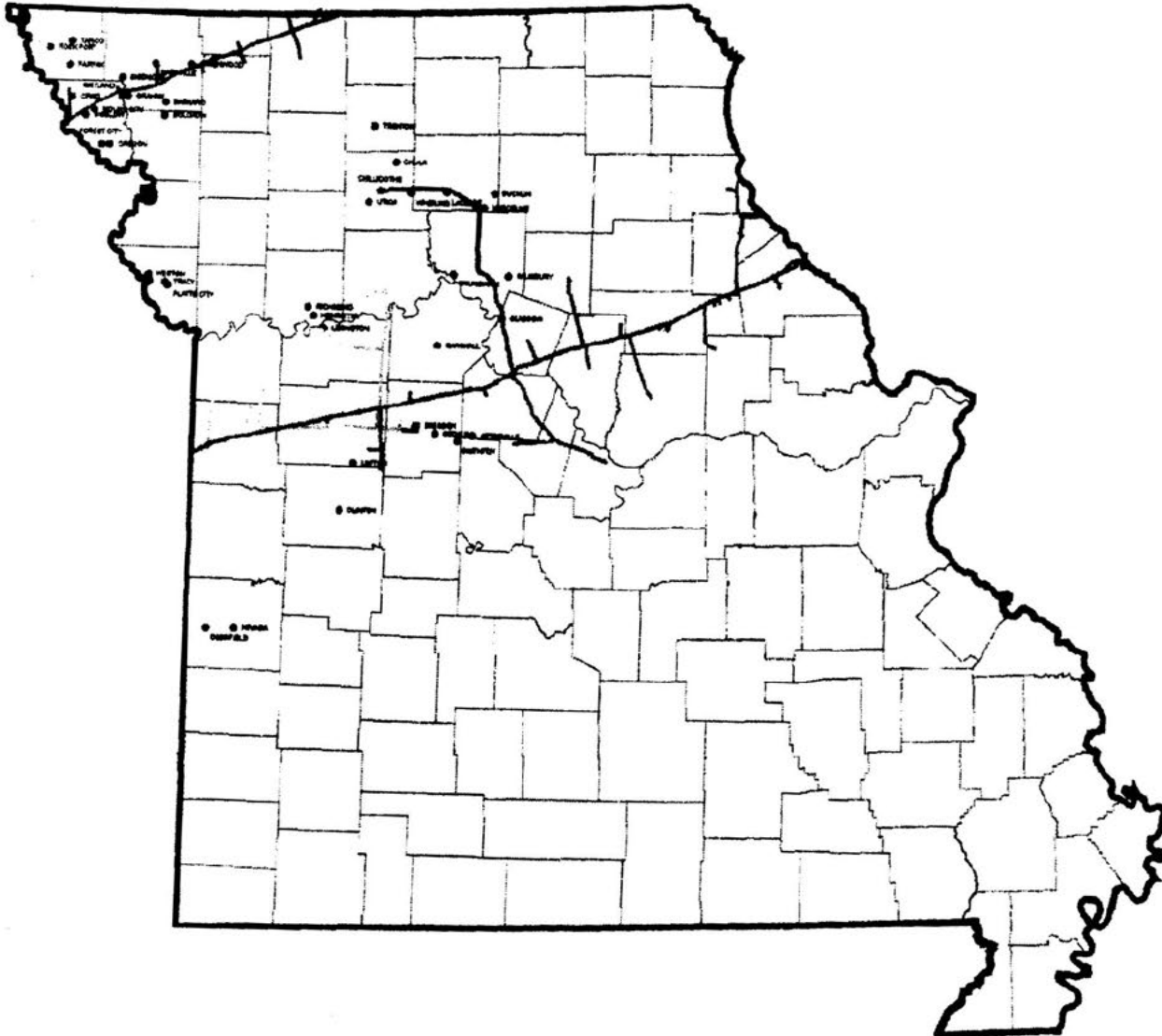
P.S.C. MO. No. 2  
Canceling P.S.C. MO. No. 1

Original Sheet No. 8  
Sheet No.

THE EMPIRE DISTRICT GAS COMPANY  
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

GAS SERVICE TERRITORY MAP



Empire gas towns  
Empire transmission lines  
ANR  
PEPL  
SSTAR

DATE OF ISSUE: August 9, 2007  
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: September 8, 2007

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 2 2nd Revised Sheet No. 9  
Canceling P.S.C. MO. No. 2 1st Revised Sheet No. 9

**THE EMPIRE DISTRICT GAS COMPANY**  
**d/b/a Liberty Utilities or Liberty**  
**JOPLIN, MO 64802**

FOR: All Territory

**RESIDENTIAL SERVICE  
RATE SCHEDULE RS**

AVAILABILITY

This service is available to all residential customers. A "residential" ("domestic") customer under this rate classification is a customer who purchases natural gas for "domestic use." "Domestic use" under this rate classification includes that portion of natural gas, which is ultimately consumed at a single-family or individually metered multiple-family dwelling, and shall apply to all such purchases regardless of whether the customer is the ultimate consumer. This schedule is intended to satisfy the provisions of Section 144.030(23) RSMo by establishing and maintaining a system and rate classification of "residential" to cause the residential sales and purchases of natural gas under this rate schedule to be considered as sales for domestic use.

MONTHLY RATE

The charges for service computed under this section of this rate schedule are in two parts that are added together. They consist of the customer charge and the energy charge. Other charges are provided for under the Rules and Regulations section.

RESIDENTIAL SERVICE

Customer Charge \$ 16.50 per month  
Energy Charge \$ 0.21748 per Ccf

MINIMUM MONTHLY BILL

The minimum monthly bill per customer shall be the customer charge.

RULES AND REGULATIONS

This schedule is subject to the Rules and Regulations, any Tax and License Rider and Purchased Gas Adjustment Clause, which are now or hereafter approved by the Public Service Commission of the State of Missouri.

DATE OF ISSUE: July 7, 2022  
ISSUED BY: Mike Beatty, Vice President

EFFECTIVE DATE: ~~August 6, 2022~~  
August 13, 2022

**FILED**  
**Missouri Public**  
**Service Commission**  
**GR-2021-0320; YG-2023-0008**

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. Mo. No. 2

1<sup>st</sup>

Revised Sheet No. 9.a

Canceling P.S.C. Mo. No. 2

Original Sheet No. 9.a

THE EMPIRE DISTRICT GAS COMPANY  
d/b/a Liberty Utilities or Liberty  
JOPLIN, MO 64802

For ALL TERRITORY

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(RESERVED FOR FUTURE USE)

**FILED**  
Missouri Public  
Service Commission  
GR-2021-0320; YG-2023-0008

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DATE OF ISSUE July 7, 2022  
ISSUED BY Mike Beatty, Vice President

DATE EFFECTIVE August 13, 2022  
~~August 6, 2022~~

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 2 2nd Revised Sheet No. 10  
Canceling P.S.C. MO. No. 2 1st Revised Sheet No. 10

**THE EMPIRE DISTRICT GAS COMPANY**  
**d/b/a Liberty Utilities or Liberty**  
**JOPLIN, MO 64802**

FOR: All Territory

**SMALL GENERAL SERVICE  
RATE SCHEDULE SGS**

AVAILABILITY

This service is available to all non-residential firm customers with annual usage less than 5,000 Ccf.

MONTHLY RATE

The charges for service computed under this section of this rate schedule are in two parts that are added together. They consist of the customer charge and the energy charge. Other charges are provided for under the Rules and Regulations section.

SMALL GENERAL SERVICE

Customer Charge \$25.00 per month  
Energy Charge \$ 0.26033 per Ccf  
For all usage

MINIMUM MONTHLY BILL

The minimum monthly bill per customer shall be the customer charge.

RULES AND REGULATIONS

This schedule is subject to the Rules and Regulations, any Tax and License Rider and Purchased Gas Adjustment Clause, which are now or hereafter approved by the Public Service Commission of the State of Missouri.

**FILED**  
**Missouri Public**  
**Service Commission**  
**GR-2021-0320; YG-2023-0008**

DATE OF ISSUE: July 7, 2022  
ISSUED BY: Mike Beatty, Vice President

EFFECTIVE DATE: ~~August 6, 2022~~  
August 13, 2022

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. Mo. No. 2 1st Revised Sheet No. 10.a  
Canceling P.S.C. Mo. No. 2            Original Sheet No. 10.a

THE EMPIRE DISTRICT GAS COMPANY  
d/b/a Liberty Utilities or Liberty  
JOPLIN, MO 64802

For ALL TERRITORY

--

(RESERVED FOR FUTURE USE)

FILED  
Missouri Public  
Service Commission  
GR-2021-0320; YG-2023-0008

---

DATE OF ISSUE July 7, 2022  
ISSUED BY: Mike Beatty, Vice President

DATE EFFECTIVE ~~August 6, 2022~~  
August 13, 2022

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 2 2nd Revised Sheet No. 11  
Canceling P.S.C. MO. No. 2 1st Revised Sheet No. 11

**THE EMPIRE DISTRICT GAS COMPANY**  
**d/b/a Liberty Utilities or Liberty**  
**JOPLIN, MO 64802**

FOR: All Territory

**LARGE GENERAL SERVICE**  
**RATE SCHEDULE LGS**

AVAILABILITY

Available to all non-residential firm customers with annual usage of at least 5,000 Ccf but less than 40,000 Ccfs, for commercial and industrial use of gas, including heating.

MONTHLY RATE

The charges for service computed under this section of this rate schedule are in two parts that are added together. They consist of the customer charge and the energy charge. Other charges are provided for under the Rules and Regulations section.

LARGE GENERAL SERVICE

Customer Charge \$ 100.00 per month  
Energy Charge \$ 0.21705 per Ccf

MINIMUM MONTHLY BILL

The minimum monthly bill per customer shall be the customer charge.

RULES AND REGULATIONS

This schedule is subject to the Rules and Regulations, any Tax and License Rider and Purchased Gas Adjustment Clause, which are now or hereafter approved by the Public Service Commission of the State of Missouri.

**FILED**  
**Missouri Public**  
**Service Commission**  
**GR-2021-0320; YG-2023-0008**

DATE OF ISSUE: July 7, 2022  
ISSUED BY: Mike Beatty, Vice President

EFFECTIVE DATE: ~~August 6, 2022~~  
August 13, 2022

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. Mo. No. 2 1st Revised Sheet No. 11.1  
Canceling P.S.C. Mo. No. 2 Original Sheet No. 11.1

THE EMPIRE DISTRICT GAS COMPANY  
d/b/a Liberty Utilities or Liberty  
JOPLIN, MO 64802

For ALL TERRITORY

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(RESERVED FOR FUTURE USE)

FILED  
Missouri Public  
Service Commission  
GR-2021-0320; YG-2023-0008

---

DATE OF ISSUE July 7, 2022  
ISSUED BY: Mike Beatty, Vice President

DATE EFFECTIVE ~~August 6, 2022~~  
August 13, 2022

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 2 1st Revised Sheet No. 11a  
Canceling P.S.C. MO. No. 2 Original Sheet No.         

THE EMPIRE DISTRICT GAS COMPANY  
d/b/a Liberty Utilities or Liberty  
JOPLIN, MO 64802

FOR: All Territory

(RESERVED FOR FUTURE USE)

FILED  
Missouri Public  
Service Commission  
GR-2021-0320; YG-2023-0008

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---

DATE OF ISSUE: July 7, 2022  
ISSUED BY: Mike Beatty, Vice President

EFFECTIVE DATE: ~~August 6, 2022~~  
August 13, 2022



STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. Mo. No. 2 1st Revised Sheet No. 11.b  
Canceling P.S.C. Mo. No. 2 Original Sheet No. 11.b

THE EMPIRE DISTRICT GAS COMPANY  
d/b/a Liberty Utilities or Liberty  
JOPLIN, MO 64802

For ALL TERRITORY

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(RESERVED FOR FUTURE USE)

FILED  
Missouri Public  
Service Commission  
GR-2021-0320; YG-2023-0008

---

DATE OF ISSUE July 7, 2022  
ISSUED BY: Mike Beatty, Vice President

DATE EFFECTIVE ~~August 6, 2022~~  
August 13, 2022

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 2 2nd Revised Sheet No. 12  
Canceling P.S.C. MO. No. 2 1st Revised Sheet No. 12

THE EMPIRE DISTRICT GAS COMPANY d/b/a Liberty Utilities or Liberty JOPLIN, MO 64802	FOR: All Territory
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**LARGE VOLUME SERVICE  
RATE SCHEDULE LV**

AVAILABILITY

Available to commercial and industrial customers whose annual natural gas requirements at a single address or location equal or exceed 40,000 Ccf. Service is subject to the approval of Company and to a contract to be entered into between the customer and Company, unless otherwise authorized.

RESTRICTIONS

Customers contracting for service at a single address or location under this rate schedule shall neither be eligible for, nor allowed to concurrently utilize natural gas transportation service under Rate Schedule LVT at that same address or location. Customers taking service under this rate schedule shall be required to purchase all of their natural gas requirements from Company.

MONTHLY RATE

The charges for service computed under this section of this rate schedule are in three parts that are added together. They consist of the customer charge, energy charge and demand charge. Other charges are provided for under the Rules and Regulations section.

LARGE VOLUME SERVICE

Customer Charge	\$388.00 per month
Energy Charge	\$ 0.02194 per Ccf
Demand Charge, All Billing Demand	\$ 0.58000 per Ccf
Meter Adjustment Fee - Optional	\$11.50 per meter

MINIMUM MONTHLY BILL

The minimum monthly bill per customer shall be the sum of the customer charge plus the demand charge times the billing demand units.

BILLING DEMAND

For purposes of determining the billing demand under this rate schedule, the billing months of November through March shall be considered winter months; all other billing months shall be considered summer months. The billing demand for any winter month shall be the maximum use in Ccf during any consecutive period of 24 hours in such month. The billing demand for any summer month shall be one-half of the maximum use in Ccf during any consecutive period of 24 hours in such month.

Company will normally compute the maximum use in Ccf during any consecutive period of 24 hours in any billing month as 1/20th of the number of Ccf used during such billing month, adjusted to a base monthly billing period of 30 days. For customers not consuming natural gas uniformly throughout the billing month, Company and Customer may agree to determine the maximum use in Ccf during any consecutive period of 24 hours during any billing month by use of metering when such capability is available.

The billing demand for any billing month shall not be less than the greatest billing demand for any of the preceding eleven months. If gas service was furnished during any of the preceding eleven months under any other rate schedule in effect, for the purpose of determining billing demand use under such other rate schedule shall be treated as if this Rate Schedule applied thereto.

DATE OF ISSUE: July 7, 2022  
ISSUED BY: Mike Beatty, Vice President

EFFECTIVE DATE: ~~August 6, 2022~~  
August 13, 2022

FILED  
Missouri Public  
Service Commission  
GR-2021-0320; YG-2023-0008

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No.	<u>2</u>	<u>1st</u>	Revised	Sheet No.	<u>13</u>
Canceling P.S.C. MO. No.	<u>2</u>		Original	Sheet No.	<u>13</u>

**THE EMPIRE DISTRICT GAS COMPANY  
JOPLIN, MO 64802**

FOR: All Territory

<b>LARGE VOLUME FIRM GAS SERVICE (continued) RATE SCHEDULE LVF</b>
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**CHARACTER OF SERVICE**

Company reserves the right to curtail service to customers served under this rate schedule due to system capacity or supply constraints in the order shown in Section 2.06 of Company's Gas Rules and Regulations.

**RULES AND REGULATIONS**

This schedule is subject to the Rules and Regulations, any Tax and License Rider and Purchased Gas Adjustment Clause, which are now or hereafter approved by the Public Service Commission of the State of Missouri

**INSTALLATION OF METERS AND REGULATORS**

Company shall install, maintain and operate at no additional expense, at or near the point of delivery, a meter or meters and other necessary measuring equipment by which the volume of gas delivered to customer shall be measured. Company shall also install, maintain and operate at its own expense, at or near the point of delivery, such pressure regulating equipment as may be necessary. No charge shall be made by the customer for the use of the premises occupied by Company's metering and regulating equipment. Customer further agrees to provide access to telephone and electric service, as necessary, for the proper operation of the metering equipment.

**CONTRACT**

Company and each customer purchasing natural gas under this rate schedule shall enter into a sales contract. Copies of the Company's gas agreements may be found at [www.empiredistrict.com](http://www.empiredistrict.com).

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DATE OF ISSUE: March 17, 2010  
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: April 1, 2010

**FILED**  
Missouri Public  
Service Commission  
GR-2009-0434; YG-2010-0568

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. Mo. No. 2 1st Revised Sheet No. 13.a  
Canceling P.S.C. Mo. No. 2            Original Sheet No. 13.a

THE EMPIRE DISTRICT GAS COMPANY  
d/b/a Liberty Utilities or Liberty  
JOPLIN, MO 64802

For ALL TERRITORY

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(RESERVED FOR FUTURE USE)

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DATE OF ISSUE July 7, 2022  
ISSUED BY: Mike Beatty, Vice President

DATE EFFECTIVE ~~August 6, 2022~~ August 13, 2022

FILED  
Missouri Public  
Service Commission  
GR-2021-0320; YG-2023-0008

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 2 2nd Revised Sheet No. 14  
Canceling P.S.C. MO. No. 2 1st Revised Sheet No. 14

**THE EMPIRE DISTRICT GAS COMPANY**  
**d/b/a Liberty Utilities or Liberty**  
**JOPLIN, MO 64802**

FOR: All Territory

**LARGE VOLUME INTERRUPTIBLE SERVICE**  
**RATE SCHEDULE LVI**

AVAILABILITY

Available to commercial and industrial customers whose annual natural gas requirements at a single address or location equal or exceed 40,000 Ccf. Service is subject to the approval of Company, to interruption at any time upon order of the Company, and to a contract to be entered into between the customer and Company, unless otherwise authorized.

RESTRICTIONS

Customers contracting for service at a single address or location under this rate schedule shall neither be eligible for, nor allowed to concurrently utilize natural gas transportation service under Rate Schedule LVT at that same address or location. Customers taking service under this rate schedule shall be required to purchase all of their natural gas requirements from Company.

MONTHLY RATE

The charges for service computed under this section of this rate schedule are in three parts that are added together. They consist of the customer charge, energy charge and demand charge. Other charges are provided for under the Rules and Regulations section.

LARGE VOLUME INTERRUPTIBLE GAS SERVICE

Customer Charge \$388.00 per month  
Energy Charge \$ 0.02194 per Ccf  
Demand Charge,  
All Billing Demand \$ 0.58000 per Ccf  
Meter Adjustment Fee - Optional \$11.50 per meter

MINIMUM MONTHLY BILL

The minimum monthly bill per customer shall be the sum of the customer charge plus the demand charge times the billing demand units.

BILLING DEMAND

For purposes of determining the billing demand under this rate schedule, the billing months of November through March shall be considered winter months; all other billing months shall be considered summer months. The billing demand for any winter month shall be the maximum use in Ccf during any consecutive period of 24 hours in such month. The billing demand for any summer month shall be one-half of the maximum use in Ccf during any consecutive period of 24 hours in such month.

Company will normally compute the maximum use in Ccf during any consecutive period of 24 hours in any billing month as 1/20th of the number of Ccf used during such billing month, adjusted to a base monthly billing period of 30 days. For customers not consuming natural gas uniformly throughout the billing month, Company and Customer may agree to determine the maximum use in Ccf during any consecutive period of 24 hours during any billing month by use of metering when such capability is available.

The billing demand for any billing month shall not be less than the greatest billing demand for any of the preceding eleven months. If gas service was furnished during any of the preceding eleven months under any other rate schedule in effect, for the purpose of determining billing demand use under such other rate schedule shall be treated as if this Rate Schedule applied thereto.

DATE OF ISSUE: July 7, 2022  
ISSUED BY: Mike Beatty, Vice President

EFFECTIVE DATE: ~~August 6, 2022~~  
August 13, 2022

FILED  
Missouri Public  
Service Commission  
GR-2021-0320; YG-2023-0008

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 2 1st Revised Sheet No. 15  
Canceling P.S.C. MO. No. 2 Original Sheet No. 15

**THE EMPIRE DISTRICT GAS COMPANY  
JOPLIN, MO 64802**

FOR: All Territory

**LARGE VOLUME INTERRUPTIBLE GAS SERVICE (continued)  
RATE SCHEDULE LVI**

**CHARACTER OF SERVICE**

Company reserves the right to curtail service to customers served under this rate schedule due to system capacity or supply constraints in the order shown in Section 2.06 of Company's Gas Rules and Regulations.

**RULES AND REGULATIONS**

This schedule is subject to the Rules and Regulations, any Tax and License Rider and Purchased Gas Adjustment Clause, which are now or hereafter approved by the Public Service Commission of the State of Missouri

**INSTALLATION OF METERS AND REGULATORS**

Company shall install, maintain and operate at no additional expense, at or near the point of delivery, a meter or meters and other necessary measuring equipment by which the volume of gas delivered to customer shall be measured. Company shall also install, maintain and operate at its own expense, at or near the point of delivery, such pressure regulating equipment as may be necessary. No charge shall be made by the customer for the use of the premises occupied by Company's metering and regulating equipment. Customer further agrees to provide access to telephone and electric service, as necessary, for the proper operation of the metering equipment.

**CONTRACT**

Company and each customer purchasing natural gas under this rate schedule shall enter into a sales contract. Copies of the Company's gas agreements may be found at [www.empiredistrict.com](http://www.empiredistrict.com).

DATE OF ISSUE: March 17, 2010  
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: April 1, 2010

**FILED**  
Missouri Public  
Service Commission  
GR-2009-0434; YG-2010-0568

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. Mo. No. 2 1st Revised Sheet No. 15.a  
Canceling P.S.C. Mo. No. 2 Original Sheet No. 15.a

THE EMPIRE DISTRICT GAS COMPANY  
d/b/a Liberty Utilities or Liberty  
JOPLIN, MO 64802

For ALL TERRITORY

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DATE OF ISSUE July 7, 2022  
ISSUED BY: Mike Beatty, Vice President

DATE EFFECTIVE ~~August 6, 2022~~ August 13, 2022

FILED  
Missouri Public  
Service Commission  
GR-2021-0320; YG-2023-0008

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No.	<u>2</u>	<u>1st</u>	Revised	Sheet No.	<u>16</u>
Canceling P.S.C. MO. No.	<u>2</u>		Original	Sheet No.	<u>16</u>

THE EMPIRE DISTRICT GAS COMPANY  
JOPLIN, MO 64802

FOR: All Territory



RESERVED FOR FUTURE USE

DATE OF ISSUE: March 17, 2010  
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: April 1, 2010

FILED  
Missouri Public  
Service Commission  
GR-2009-0434; YG-2010-0568



**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 2 1st Revised Sheet No. 17  
Canceling P.S.C. MO. No. 2 Original Sheet No. 17

**THE EMPIRE DISTRICT GAS COMPANY**  
**JOPLIN, MO 64802**

FOR: All Territory



RESERVED FOR FUTURE USE

DATE OF ISSUE: March 17, 2010  
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: April 1, 2010

**FILED**  
**Missouri Public**  
**Service Commission**  
**GR-2009-0434; YG-2010-0568**

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 2 1st Revised Sheet No. 18  
Canceling P.S.C. MO. No. 2 Original Sheet No. 18

**THE EMPIRE DISTRICT GAS COMPANY  
JOPLIN, MO 64802**

FOR: All Territory



RESERVED FOR FUTURE USE

DATE OF ISSUE: March 17, 2010  
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: April 1, 2010 FILED

Missouri Public  
Service Commission  
GR-2009-0434; YG-2010-0568

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No.	<u>2</u>	<u>1<sup>st</sup></u>	Revised	Sheet No.	<u>19</u>
Canceling P.S.C. MO. No.	<u>2</u>	<u>          </u>	Original	Sheet No.	<u>19</u>

**THE EMPIRE DISTRICT GAS COMPANY  
JOPLIN, MO 64802**

FOR: All Territory



RESERVED FOR FUTURE USE

DATE OF ISSUE: March 17, 2010  
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: April 1, 2010 **FILED**

**Missouri Public  
Service Commission  
GR-2009-0434; YG-2010-0568**

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No.	<u>2</u>	<u>1st</u>	Revised	Sheet No.	<u>20</u>
Canceling P.S.C. MO. No.	<u>2</u>		Original	Sheet No.	<u>20</u>

**THE EMPIRE DISTRICT GAS COMPANY  
JOPLIN, MO 64802**

FOR: All Territory



RESERVED FOR FUTURE USE

DATE OF ISSUE: March 17, 2010  
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: April 1, 2010

**FILED**  
Missouri Public  
Service Commission  
GR-2009-0434; YG-2010-0568

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No.	<u>2</u>	<u>1st</u>	Revised	Sheet No.	<u>21</u>
Canceling P.S.C. MO. No.	<u>2</u>		Original	Sheet No.	<u>21</u>

**THE EMPIRE DISTRICT GAS COMPANY  
JOPLIN, MO 64802**

FOR: All Territory



RESERVED FOR FUTURE USE

DATE OF ISSUE: March 17, 2010  
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: April 1, 2010 FILED

Missouri Public  
Service Commission  
GR-2009-0434; YG-2010-0568

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 2 1st Revised Sheet No. 22  
Canceling P.S.C. MO. No. 2 Original Sheet No. 22

**THE EMPIRE DISTRICT GAS COMPANY**  
**JOPLIN, MO 64802**

FOR: All Territory



RESERVED FOR FUTURE USE

DATE OF ISSUE: March 17, 2010  
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: April 1, 2010

**FILED**  
**Missouri Public**  
**Service Commission**  
**GR-2009-0434; YG-2010-0568**

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 2 2nd Revised Sheet No. 23
Canceling P.S.C. MO. No. 2 1st Revised Sheet No. 23

THE EMPIRE DISTRICT GAS COMPANY
d/b/a Liberty Utilities or Liberty
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving
Natural Gas Service

TRANSPORTATION SERVICE
NATURAL GAS

A. PURPOSE

This program allows non-residential customers the opportunity to purchase natural gas directly from producers and arrange their own delivery or to purchase gas from marketers or aggregators who have entered into contracts with the Company to act on behalf of customers to supply gas to the Company's city gate for delivery on a firm or interruptible basis on the Company's distribution system.

B. AVAILABILITY OF TRANSPORTATION SERVICE

Natural Gas Transportation Service ('NGTS") is available to qualifying non-residential customer (s) upon Customer (s) request provided the Company has sufficient distribution capacity to supply such service. All transportation customers must meet the criteria set out below and be able to arrange for the delivery of sufficient natural gas supplies for Customer's account to the appropriate Company city gate. NGTS is available under the following rate schedules:

- 1. Small General Service Transportation (SGST)
2. Large General Service Transportation (LGST)
3.. Large Volume Flexible Rate Transportation Service (LVT)
4. Customers are eligible for NGTS on Company's South, North or Northwest distribution systems if the customer qualifies for sales service under one or more of the following rate schedules:
a. Small General Service
b. Large General Service;
c. Large Volume Interruptible Service;
d. School Districts as defined pursuant to Section 393.310, RSMo; and
e. New Customers providing sufficient documentation and qualifying for service under the above rate schedules

C. DEFINITIONS

- 1. AGGREGATION – The combination of nominations and balancing of natural gas supplies by an Aggregator for deliveries to more than one Customer from Receipt Point(s) served by a common Interstate Pipeline. To qualify for Aggregation service, Customer (s) must be served by a common Interstate Pipeline in the same Interstate Pipeline operating zone and be on the same rate schedule.
2. AGGREGATION POOL – A group of more than one Customer, with each Customer meter qualifying under the applicable rate schedule for transportation service. Any Aggregator or Marketer that serves more than one Customer that is eligible for the purpose of forming an Aggregation Pool will be deemed to be an Aggregator, and will be required to execute an Aggregator Agreement.
3. AGGREGATOR (Agent) – An entity that is responsible for the Aggregation of natural gas to be delivered to more than one Customer. Any Aggregator or Marketer that serves more than one Customer that is eligible to be pooled for the purpose of forming an Aggregation Pool will be deemed to be an Aggregator, and will be required to execute an Aggregator Agreement as well as a Marketer Agreement.
4. AGGREGATOR AGREEMENT- A contract between the Company and an Aggregator that sets out the services requested, the responsibilities of the parties and the term of the agreement.
5. ANCILLARY SERVICE- A service that is ancillary to the receipt or delivery of Natural Gas, including without limitation storage and balancing.

DATE OF ISSUE: July 7, 2022
ISSUED BY: Mike Beatty, Vice President

EFFECTIVE DATE: ~~August 6, 2022~~
August 13, 2022

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 2 1st Revised Sheet No. 24  
Canceling P.S.C. MO. No. 2 Original Sheet No. 24

THE EMPIRE DISTRICT GAS COMPANY  
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

TRANSPORTATION SERVICE  
NATURAL GAS

6. **BALANCING** - Equalizing the quantity of transport gas received by the Company for the account of a Customer or Aggregator with the quantity of the gas delivered, including L&U, to a Customer(s) for the account of that Customer(s).

7. **COMPANY** – The Empire District Gas Company

8. **COMPANY FACILITY** – Any equipment including pipe, fittings, regulators, and valves operated by Company for the measurement and delivery of natural gas to Customer.

9. **COMPANY'S INTERSTATE TRANSPORTATION AND STORAGE SERVICES**- Firm interstate transportation and storage services that the Company has under contract with interstate pipeline companies. Currently, the Interstate Pipelines directly interconnected to the Company's distribution systems that provide Transportation and Storage Services include: a) Southern Star Central Pipeline, b) Panhandle Eastern Pipeline Company, and c) ANR Pipeline Company.

10. **CONTRACT DEMAND**-The maximum daily load of the customer based on the gas consuming facilities at the customer's premise and the maximum daily obligation of the Company to deliver gas to the customer.

11. **CURTAILMENT** – Interstate Pipeline (s) or local distribution system constraints or conditions that force restrictions of natural gas deliveries to Customer(s), Aggregator(s) or Marketer(s).

12. **CUSTOMER** – Any person, firm, public or private corporation or any agency of the federal, state, or local government or other legal entity who physically consumes natural gas at facilities located on the Company's natural gas distribution system and qualifies for transportation service.

13. **CUSTOMER FACILITY** – Any equipment including pipe, fittings, regulators, and valves owned by Customer for receiving and using natural gas delivered by Company.

14. **CUSTOMER VERIFICATION FORM** – The form that is required to be filed with Company when Customer(s), Aggregator(s) or Marketer(s) are requesting changes in the transportation status.

15. **DAILY NOMINATION REQUIREMENT** - The quantity of natural gas required to be delivered to the Company at receipt point (s) for the account of a Customer or Aggregator to meet: 1) Customer or Aggregator daily flowing gas requirements, 2) Customer, Aggregator or Marketer L&U, and 3) correction of Customer, Aggregator or Marketer Imbalance existing at the end of the preceding gas day.

16. **DELIVERIES** - The quantity of gas delivered by Company to Customer (s) for the account of Customer or Aggregator.

17. **DELIVERY POINT** - The location where the Company and Customer have agreed that the natural gas received by the Company from a Marketer, Aggregator or Customer will be delivered to the Customer by the Company.

DATE OF ISSUE: March 17, 2010  
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: April 1, 2010

FILED  
Missouri Public  
Service Commission  
GR-2009-0434; YG-2010-0568



STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 2 1<sup>st</sup> Revised Sheet No. 25  
Canceling P.S.C. MO. No. 2 Original Sheet No. 25

THE EMPIRE DISTRICT GAS COMPANY  
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

TRANSPORTATION SERVICE  
NATURAL GAS

18. **DEMAND VOLUME** – The billing months of November through March shall be considered winter months; all other billing months shall be considered summer months. The Demand Volume for any winter month shall be the maximum use in Ccf during any consecutive period of 24 hours in such month. The Demand Volume for any summer month shall be one-half of the maximum use in Ccf during any consecutive period of 24 hours in such month.

Company will normally compute the maximum use in Ccf during any consecutive period of 24 hours in any billing month as 1/20th of the number of Ccf used during such billing month, adjusted to a base monthly billing period of 30 days. For customers not consuming natural gas uniformly throughout the billing month, Company and Customer may agree to determine the maximum use in Ccf during any consecutive period of 24 hours during any billing month by use of metering when such capability is available.

The Demand Volume for any billing month shall not be less than the greatest billing demand for any of the preceding eleven months. If gas service was furnished during any of the preceding eleven months under any other rate schedule in effect, for the purpose of determining Demand Volume use under such other rate schedule shall be treated as if this Rate Schedule applied thereto.

19. **FORCE MAJEURE** - The term "Force Majeure" as employed herein shall mean acts and events not within the control of the party claiming suspension and shall include acts of God, strikes, lockouts, material or equipment or labor shortages, wars, riots, insurrections, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, interruptions by government or court orders, present or future orders of any regulatory body having proper jurisdiction, civil disturbances, explosions, breakage or accident to machinery or lines of pipes, freezing of wells or pipelines, and any other cause, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension and which, by the exercise of due diligence, such party is unable to overcome. If either the Company, Marketer, Aggregator or Customer is rendered unable by Force Majeure to wholly or in part carry out its obligations under the provisions of any rate schedule, the obligations of the party affected by such Force Majeure, other than the obligation to make payments there under, shall be suspended during the continuance of any inability so caused but for no longer period; and such cause shall, in so far as possible, be remedied with all reasonable dispatch. Notwithstanding the foregoing, the service provided by Company hereunder is limited to the transportation of Marketer, Aggregator or Customer owned gas received by the Company for the account of Marketer, Aggregator or Customer. In the event of a Force Majeure condition that restricts or limits Marketer, Aggregator's or Customer's ability to deliver natural gas to Company for the account of the Marketer, Aggregator or Customer, Company is under no obligation to deliver gas to Marketer, Aggregator or Customer. Company is under no obligation to deliver gas to the Marketer, Aggregator or Customer for the account of Marketer, Aggregator or Customer that has not been received by the Company for the account of Marketer, Aggregator or Customer.

20. **GAS DAY** - The twenty-four (24) hour period that begins at 9:00 AM Central Time and ends at 9:00 AM Central Time the following day. This definition corresponds with the applicable defined Gas Day of the Company's Interstate Transportation pipelines. Any changes by the Company's Interstate Transportation pipeline (s) of the definition of Gas Day will be adopted by the Company and become effective hereunder on the same day such change becomes effective for the pipeline.

21. **IMBALANCE**- The difference at any time, whether positive or negative, between the volumes of gas received, including L&U, at a Receipt Point on behalf of a Customer, Aggregator or Marketer and the volumes of gas delivered by the Company at the specified Delivery Point(s) of the Customer, Aggregator or Marketer. A positive (excess) Imbalance condition exists when receipts exceed deliveries. A negative (deficiency) Imbalance condition exists when Deliveries exceed Receipts. When a Customer, Aggregator or Marketer has an Imbalance, the Company has either provided gas from Company Storage Service to the Customer, Marketer or Aggregator to meet a deficiency of Receipts, or stored gas for the Customer, Aggregator or Marketer to meet an excess of Receipts.

DATE OF ISSUE: March 17, 2010  
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: April 1, 2010

FILED  
Missouri Public  
Service Commission  
GR-2009-0434; YG-2010-0568

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 2 1st Revised Sheet No. 26  
Canceling P.S.C. MO. No. 2 Original Sheet No. 26

THE EMPIRE DISTRICT GAS COMPANY  
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

TRANSPORTATION SERVICE  
NATURAL GAS

22. **LOST AND UNACCOUNTED FOR ("L&U")** - The quantity of natural gas used and/or lost as part of the Company's normal operation of the South, North and NW distribution systems. L&U charges will be based upon the Company's South, North and NW individual system-wide L&Us as computed in the Company's annual PGA filing and applied on a volumetric basis to the quantity of gas delivered to the Customer in the year following the PGA filing. See Sheets 62, 63 and 64 of the Company's tariff.

23. **MARKETER** - An entity that is responsible for acquiring natural gas supplies and reselling these natural gas supplies to a Customer(s). Any Aggregator or Marketer that serves more than one Customer that is eligible to be pooled for the purpose of forming an Aggregation Pool will be deemed to be an Aggregator, and will be required to execute an Aggregator Agreement as well as a Marketer Agreement.

24. **MARKETER AGREEMENT**- The written contract between Company and Marketer that specifies the services to be provided, the responsibilities of the parties and the term of the agreement.

25. **MAXIMUM DAILY IMBALANCE** - The maximum quantity of natural gas which at the end of any Gas Day Company will allow Customer, Marketer or Aggregator to be out-of-balance (Imbalance) without additional charge.

26. **MONTH** - The period beginning on the first Day of a calendar month and ending on the beginning of the first Day of the next succeeding calendar month.

27. **MONTHLY IMBALANCE** - The difference between monthly confirmed Receipts and Deliveries.

28. **NOMINATION** - The quantity of natural gas that a Customer, Marketer or Aggregator causes to be received by the Company at each Receipt Point during a Gas Day for the account of the Customer (s). The Customer, Marketer or Aggregator has the obligation to nominate a quantity of gas at the Receipt Point that matches the quantity of gas Deliveries to the Customer (s), including L&U to avoid the creation of Imbalances on the Company's distribution system. The quantity of natural gas nominated must be equalized as far as practicable over a Gas Day and for the services provided hereunder natural gas is assumed to have been received by the Company uniformly during each hour of the Gas Day.

29. **OPERATIONAL FLOW ORDER ("OFO")** - Any order from the Company or applicable Interstate Transportation pipeline(s) that requires Customer, Aggregator or Marketer to maintain the daily delivery of specified quantities of natural gas to the Receipt Point. Notification of a Company issued OFO shall be made via Company's website, facsimile or electronic mail. Any OFO declared by an applicable Interstate Pipeline is also an OFO on that part of the Company's system served by the Interstate Pipeline issuing the OFO. Notification of an Interstate Pipeline OFO shall come from the Interstate Transportation pipeline.

30. **RECEIPTS** - The quantity of natural gas actually delivered to Company for the account of a Customer, Marketer or Aggregator at Receipt Point(s) as confirmed by the delivering Interstate Transportation pipeline.

31. **RECEIPT POINT OR CITY GATE** - Interconnection point between Company and Interstate Pipeline delivering natural gas to Company's local distribution system.

32. **TELEMETRY** - An electronic recording device with remote monitoring features that is capable of obtaining, accumulating, recording and transmitting a Customer's daily gas consumption on a real time basis for natural gas delivered by the Company to the Customer's Facility.

33. **TRANSPORTATION CONTRACT** - The written document between Company and Customer that specifies the transportation services to be provided, the responsibilities of the parties and the term of the agreement.

34. **TRANSPORTATION CUSTOMER WEBSITE** - The Company supplied website that displays an individual Customer's transportation metrics, such as, nominations, natural gas consumption and imbalance status.

DATE OF ISSUE: March 17, 2010  
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: April 1, 2010 FILED

Missouri Public  
Service Commission  
GR-2009-0434; YG-2010-0568

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 2 1<sup>st</sup> Revised Sheet No. 27  
Canceling P.S.C. MO. No. 2 Original Sheet No. 27

THE EMPIRE DISTRICT GAS COMPANY  
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

TRANSPORTATION SERVICE  
NATURAL GAS

**35. TRANSPORTATION SERVICE** - The physical movement of Customer or Aggregator owned natural gas through the Company's distribution system from Receipt Point(s) to Delivery Point(s).

**36. UNAUTHORIZED RECEIPT** - During periods when the Company's system is being operated under an OFO or Curtailment, the Customer, Aggregator or Marketer must take delivery of an amount of natural gas from the Company that is no less than the hourly or daily amount being received by the Company from the connecting Interstate Pipeline for the Customer's account. All volumes delivered to the Customer, Aggregator or Marketer which are less than volumes received by the Company from the applicable Interstate Pipeline for the Customer's, Aggregator's or Marketer's account, that are in violation of the above condition, with the exception of a 5% daily tolerance, shall constitute an Unauthorized Receipt by Customer to Company.

**37. UNAUTHORIZED DELIVERY** - During periods when the Company's system is being operated under an OFO or Curtailment, the Customer, Aggregator or Marketer must take delivery of an amount of natural gas from the Company that is no more than the hourly or daily amount being received by the Company from the applicable Interstate Pipeline for the Customer's, Aggregator's or Marketer's account. All volumes delivered to the Customer, Aggregator or Marketer in excess of volumes received by the Company from the applicable Interstate Pipeline for the Customer's, Aggregator's or Marketer's account, that are in violation of the above condition, with the exception of a 5% daily tolerance, shall constitute an Unauthorized Delivery by Customer.

DATE OF ISSUE: March 17, 2010  
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: April 1, 2010

FILED  
Missouri Public  
Service Commission  
GR-2009-0434; YG-2010-0568

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No.	<u>2</u>	<u>2nd</u>	Revised	Sheet No.	<u>28</u>
Canceling P.S.C. MO. No.	<u>2</u>	<u>1st</u>	Revised	Sheet No.	<u>28</u>

THE EMPIRE DISTRICT GAS COMPANY  
d/b/a Liberty Utilities or Liberty  
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

TRANSPORTATION SERVICE  
NATURAL GAS

**D. TRANSPORTATION PROGRAM PROVISIONS**

- 1. Contract Requirements:** All transportation customers must execute a written contract for transportation services with the Company prior to commencing transportation services. Contract forms are available from the Company.
- 2. Term:** Any Transportation Service will be for a minimum term of one year and will be specified in the Transportation Contract.
- 3. Gas Supply:** A transportation Customer will be responsible for the purchase and transportation of its entire natural gas Deliveries, including L&U, to the appropriate Receipt Point.
- 4. Metering Requirements:** All transportation Customers, with the exception of individual schools participating pursuant to Section 393.310 RSMO, and those customers taking service under transportation rate schedule LGS currently being served by the Company, are required to install telemetry at the Customer Facility. Individual schools participating pursuant to Section 393.310 RSMO with annual gas consumption greater than 100,000 Ccf are required to install telemetry. Customers will be required to provide adequate space for the installation of the telemetry equipment and to reimburse Company for all installation, replacement and maintenance costs associated with the telemetry equipment. Customer is also required to install and maintain a dedicated line of communication to the telemetry equipment and provide all other utilities as may be necessary to operate the telemetry equipment.
- 5. Accounting Period:** Transportation volume accounting periods will be based on a calendar month when telemetry equipment is installed. The monthly transportation accounting period for those customers not using telemetry may be based on normal cycle meter reads.
- 6. Transport Notice Requirement:** Customer shall notify the Company a minimum of thirty (30) days prior to the beginning of the next calendar month of their intent to begin or change service under the applicable transportation rate. Transportation Notice shall be given by Customer by the filing of a Customer Verification Form or addendum thereto with the Company.
- 7. Change in Transportation Service:** Any change in Customer transportation service shall occur at the start of the next available calendar month, or the next available month in which telemetry is available at the Customer Facility, if telemetry is required. See paragraphs D 25 and 26 for time restrictions relating to a change in sales/transportation customer status. Customer Verification Form shall include Customer, Marketer and/ Aggregator names and addresses; Receipt Point (s) and Delivery Point(s) to be nominated; service(s) to be subscribed for; billing information; and other information as the Company may deem appropriate. Changes in Transportation service will not commence until the Customer has executed a written Customer Verification Form with the Company.
  - A. Sales Customer(s) wishing to convert to Transportation or change their Transportation status must initiate that conversion or change through a request to the Company. Actions taken by the Customer’s Marketer and/or Aggregator that constitute a conversion from Sales to Transportation or a change in the Customer’s Transportation status independently without the written approval of the Customer and Company are subject to a penalty of \$100 to Company per Customer per occurrence. Repeated occurrences by Marketer and/or Aggregator may result in the termination of the Marketer’s and/or Aggregator’s Agreement(s).

DATE OF ISSUE: July 7, 2022  
ISSUED BY: Mike Beatty, Vice President

EFFECTIVE DATE: ~~August 6, 2022~~  
August 13, 2022

FILED  
Missouri Public  
Service Commission  
GR-2021-0320; YG-2023-0008

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 2 1st Revised Sheet No. 29  
Canceling P.S.C. MO. No. 2 Original Sheet No. 29

THE EMPIRE DISTRICT GAS COMPANY  
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving  
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8. **Other Charges:** Customer(s) shifting to Transportation Service from Sales Service shall be charged the appropriate system's ACA and Refund factors as listed on Company's sheet numbers 61-64 for a period of one year after changing from Sales Service to Transportation Service. A true-up of ACA balances shall take place after one year of charges. After true-up, the ACA charges shall terminate.

9. **Balancing:** To remain eligible for Transportation Service, Customer(s) must comply with the requirement to equalize the Receipts into the Company's system and Deliveries to the Customer's Facility, including L&U.

10. **Interstate Pipeline Charges:** Any specific charges or penalties that Company incurs from the Interstate Pipeline(s) due to Customer's actions will be billed directly to Customer.

11. **Curtailment/Interruption of Service:** Transportation service provided by the Company is based on the Company's best efforts to deliver gas received for the account of the Customer, Marketer or Aggregator. In the event of Company system capacity limitations, it may be necessary to interrupt deliveries from time-to-time. The determination of Company system capacity limitations shall be in the sole discretion of the Company. Such discretion shall be reasonably exercised. If Transportation Service interruption or curtailment is required, Company shall curtail deliveries on the affected parts of its system according to the Company's Priority of Service provisions, which are contained in Section 3.07 of Company's Rules and Regulations -- Gas.

If a supply deficiency occurs in the volume of gas available to the Company for resale, and the Customer's supply delivered to the Company for transportation continues to be available, then the Customer may continue to receive transportation service up to the level of actual gas deliveries being made on behalf of the Customer, even though sales gas of the same or higher priority is being curtailed.

12. **Return to Sales:** If a Customer wishes to return to firm sales service, Company shall accept the end-user as a firm sales service customer, provided the capacity required to serve the customer also returns with the end-user or is otherwise available. Company is not required to accept capacity from transportation customers returning to sales service. See paragraphs D 25 and D 26 for timing of return to sales service.

13. **Customer Website:** Company will provide and maintain a Transportation Customer Website for Customers having telemetry that reports specific information on a daily basis. The Customer Website will display the Customer's City Gate nominations, the Btu content of the upstream Interstate Pipeline delivering natural gas to the Receipt Point, Customer Facility consumption recorded by the telemetry equipment and the Customer imbalance positions on a daily, cumulative, and absolute basis.

14. **Legal Title:** Customer, Marketer or Aggregator shall warrant that they have legal title to all natural gas that Customer, Marketer or Aggregator transports or causes to be transported to the appropriate Receipt Point.

15. **Pipeline Quality:** All transportation volumes delivered to the applicable Receipt Point must be of compatible pipeline quality. If the transportation gas to be received by the Company will adversely impact the gas stream of the Company then said gas shall not be transported by Company.

16. **Laws, Regulations, and Orders:** All agreements and the respective rights and obligations of the parties hereto are subject to all present and future valid laws, orders, rules, and regulations of any legislative body, or duly constituted authority now or hereafter having jurisdiction and shall be varied and amended to comply with or conform to any valid rule, regulation, order, or direction of any board, tribunal, or administrative agency with jurisdiction that affects any of the provisions of the agreement

DATE OF ISSUE: March 17, 2010  
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: April 1, 2010

FILED  
Missouri Public  
Service Commission  
GR-2009-0434; YG-2010-0568



**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 2                      2nd                      Revised                      Sheet No. 30  
 Canceling P.S.C. MO. No. 2                      1st                      Revised                      Sheet No. 30

THE EMPIRE DISTRICT GAS COMPANY <u>d/b/a Liberty Utilities or Liberty</u> JOPLIN, MO 64802	FOR: All Communities and Rural Areas Receiving Natural Gas Service
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**TRANSPORTATION SERVICE  
 NATURAL GAS**

**17. Liability:** Gas shall be and shall remain the property of the Customer, Marketer or Aggregator while being transported and delivered by the Company. The Company shall not be liable to the Customer, Marketer or Aggregator for any loss arising from or out of gas transportation service while in the Company's system or for any other cause, except for gross or willful negligence of the Company's own employees. The Company reserves the right to commingle natural gas of the Customer Marketer or Aggregator with other gas supplies. The Customer, Marketer or Aggregator shall be responsible for determining the extent of and maintaining all insurance it deems necessary to protect its property interest in such gas before, during, and after receipt by the Company.

**18. Successors and Assigns:** Any party which shall succeed by purchase, merger, or consolidation, in whole or in part, to the interests of any Customer, Marketer or Aggregator, shall be subject to the obligations of its predecessor in title under an agreement. No other assignment of an agreement or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto of the non-assigning party, which consent shall not be unreasonably withheld. Any party may assign its respective right, title, and interest in and to under an agreement to a trustee or trustees, individual or corporate, as security for bonds or other obligations or securities without the necessity of any such assignee becoming in any respect obligated to perform the obligation of the assignor under an agreement and, if any such trustee be a corporation, without its being required to qualify to do business in any state in which performance of an agreement may occur.

**19. General Rules and Regulations:** Service hereunder is subject to Company's General Rules and Regulations and applicable transportation provisions on file with the Missouri Public Service Commission.

**20. Marketer and Aggregator Contract:** All Marketers and Aggregators must enter into a contract with the Company.

**21. Aggregation Pooling Service:** The Company provides an Aggregation Service whereby one entity represents more than one Customer in a designated pool for purposes of nominating and scheduling gas. An Aggregator may:

- A. Combine a group of Customers, served by one of the Company's common pipeline systems South, North or NW with the same balancing provisions, the same transportation rate (i.e., SGST or LGST), same metering and the same Interstate Pipeline operational zone.
- B. If a Marketer or Aggregator is qualified for this service and purchases this Aggregation Pooling Service, the aggregated Customers will be treated as a single Customer for purposes of calculating the daily balancing penalties and monthly imbalances, i.e., individual Customer Nominations, Receipts and Deliveries will be summed and treated as if they were one Customer. Aggregation Pooling Service does not include aggregation of fixed charges, demand charges or customer charges.
- C. The charge to the Customer, Aggregator or Marketer for Aggregation Pooling Service is \$0.004 per Ccf of natural gas received on behalf of the aggregated Customers. Revenues received from this service shall be credited to the Company's PGA mechanism.

D. During OFO days, daily nomination and balancing will be required at the affected Receipt and Delivery Points.

DATE OF ISSUE: July 7, 2022  
 ISSUED BY: Mike Beatty, Vice President

EFFECTIVE DATE: ~~August 6, 2022~~  
 August 13, 2022

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 2 1<sup>st</sup> Revised Sheet No. 31  
Canceling P.S.C. MO. No. 2 Original Sheet No. 31

THE EMPIRE DISTRICT GAS COMPANY  
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

TRANSPORTATION SERVICE  
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**22. Failure to Comply:** If a Customer, Marketer or Aggregator fails to comply with or perform any of the obligations of its part, the Company shall have the right to give the Customer, Marketer or Aggregator written notice of the Company's intention to terminate the transportation service on account of such failure. The Company shall then have the right to terminate such transportation service five days after giving said notice, unless the Customer, Marketer or Aggregator shall make good such failure. Termination of such transportation service for any such cause shall be a cumulative remedy as to the Company, and shall not release the Customer, Marketer or Aggregator from its obligation to make payment of any amount or amounts due or to become due from the Customer, Marketer or Aggregator to the Company under the applicable rate. In order to resume transportation service after termination of service hereunder, it shall be necessary for the Customer to reapply for Transportation Service.

**23. Security Performance:** The Aggregator or Marketer shall upon request of the Company agree to maintain a cash deposit, surety bond, irrevocable letter of credit, corporate guarantee or such other financial instrument satisfactory to cover a reasonable assessment of risk of each particular situation. Factors that shall be incorporated into this assessment of risk may include but not limited to, the following: the volume of natural gas to be transported in behalf of an Aggregation Pool, the general credit worthiness of the Aggregator or Marketer, and the Aggregator's or Marketer's prior credit record with the Company, if any. In the event that the Aggregator or Marketer defaults on its obligations under this rate schedule, the Company shall have the right to use such cash deposit, or proceeds from such bond, irrevocable letter of credit, or other financial instrument to satisfy the Aggregator's obligation hereunder. In the case of default by the Aggregator or Marketer, the Company reserves the right to recalculate the charges and bill the appropriate Aggregator Pool Customers directly as though no Aggregation Pool arrangement existed. Specific terms and conditions regarding credit requirements shall be included in the Aggregator's or Marketer's Agreement. Proceeds from insurance payments or bonds payable in the event of a default shall flow through the Company's PGA to the degree necessary to safeguard sales customers from negative repercussion of a contract customer's default.

**24. Small Volume Customer Participation:** All small volume transportation customers must belong to an Aggregation Pool. Small Volume Customers may only begin transportation service or return to sales service on either May 1 or October 1 of each calendar year.

**25. Large Volume Customer Participation:** All large volume transportation customers requesting to return to sales service must elect to do so in writing by May 1<sup>st</sup> each calendar year. All large volume sales service customers requesting transportation service must elect to do so in writing by May 1<sup>st</sup> each calendar year. If all other conditions for service are met, all changes in service status will take effect on June 1, of each calendar year.

**26. Aggregator Pool Customer Notification:** Aggregators must notify Company of any small volume pool additions or deletions no later than April 1 or September 1 of each calendar year. Customers shall notify the company whenever a Customer ceases to be a part of an Aggregator's Pool. Interstate Pipeline Capacity initially assigned and necessary to service the Customer shall remain with the Customer. Customers that choose service from another Aggregator or Marketer must notify the Company with a signed Customer Verification Form. Forms are available from the Company. Notification is required by April 1 or September 1.

**27. Termination of Participation:** The Aggregator or Marketer Agreement may be terminated by the Company upon 30 days written notice if an Aggregator or Marketer fails to meet any condition of the Transportation rate schedule or Transportation Contract. An Aggregation Pool may also be terminated by the Company upon 30 days written notice if the Aggregator or Marketer has payments due the Company that are in arrears. Written notice of termination of the Agreement(s) by the Company shall be provided to the Aggregator or Marketer as well as to each of the Customers served by the Aggregator or Marketer subject to such termination.

DATE OF ISSUE: March 17, 2010  
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: April 1, 2010  
FILED Missouri Public Service Commission  
GR-2009-0434; YG-2010-0568

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 2 1<sup>st</sup> Revised Sheet No. 32  
Canceling P.S.C. MO. No. 2 Original Sheet No. 32

THE EMPIRE DISTRICT GAS COMPANY  
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

**TRANSPORTATION SERVICE  
NATURAL GAS**

**E. PIPELINE CAPACITY RELEASE**

1. As a condition of Customer being able to transfer from firm sales service to the Company's firm transportation rate schedules, Customer agrees to accept pro-rata release of Company's applicable Interstate Pipeline's firm capacity based on the Customer's annual Demand Volume and to pay the Pipeline for such released capacity.

A. The capacity will be released to Customer or Customer's designated Aggregator or Marketer on a temporary, recallable basis. The Interstate Pipeline transportation capacity cost shall be derived from the applicable Interstate Pipeline's transportation contracts that serve the Customer. Only those Interstate Pipeline contracts that provide service to a Customer's service territory shall be considered when calculating cost. After the capacity is released, Customers and Aggregators will deal directly with the applicable Interstate Pipeline during the period of release on all matters concerning this capacity. In the event a Customer changes Aggregator or Marketer before the expiration of a pipeline capacity agreement, the Customer's Interstate Pipeline capacity will revert to the Company for reassignment to the new Aggregator or Marketer.

B. If a Customer wishes to return to firm sales service, Company shall accept the Customer as a firm sales customer, provided the Interstate Pipeline capacity released to the Customer also returns with the Customer or is otherwise available.

C. Capacity released to Customer, Marketer or Aggregator shall be immediately recallable under any of the following conditions: a bankruptcy filing by the Customer, Marketer or Aggregator; failure to pay the Pipeline for the released capacity, failure to deliver the quantity of gas required to serve the firm Customer load under OFO conditions, an Aggregator or Marketer exits the service area or evidence that the Customer, Marketer or Aggregator has rereleased capacity on a non-recallable basis.

DATE OF ISSUE: March 17, 2010  
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: April 1, 2010

FILED  
Missouri Public  
Service Commission  
GR-2009-0434; YG-2010-0568



**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 2 2nd Revised Sheet No. 33  
 Canceling P.S.C. MO. No. 2 1st Revised Sheet No. 33

**THE EMPIRE DISTRICT GAS COMPANY**  
**d/b/a Liberty Utilities or Liberty**  
**JOPLIN, MO 64802**

FOR: All Communities and Rural Areas Receiving Natural Gas Service

**TRANSPORTATION SERVICE  
 RATE SCHEDULE SGST**

**F. SMALL GENERAL SERVICE TRANSPORTATION (SGST)**

**1. Availability:** Service under this rate schedule is available to any individual schools participating pursuant to Section 393.310, RSMo who consumes gas on a firm basis at an individually metered, Non-residential Customer Facility, whose individual annual consumption is anticipated to be less than 5,000 Ccf. Customers must execute a written contract for transportation service pursuant to this rate schedule. Service is provided for a minimum of 12-months. Gas transportation agreements and applicable documents are available from the Company.

**2. Metering:** The Company shall offer telemetry on a strictly voluntary basis to all SGST customers. This optional service would require a customer selecting the option to have installed and operating telemetry equipment and reimburse the Company for the actual cost incurred by Company to install telemetry equipment and for the actual cost of any other improvements made by Company in order to provide this voluntary telemetry service.

**3. Monthly Charges:**

Description	All Systems
Customer Charge	\$25.00
Delivery Charge per Ccf	\$0.26033
Meter Administration Fee per Meter (Voluntary Telemetry)	\$11.50
Aggregation Charge per Ccf	\$0.00400
Mandatory Balancing Service per Ccf (Non-telemetry)	\$0.01500
Daily Cash-out Charge (Voluntary Telemetry)	Sec. M
Monthly Cash-out Charge	Sec. M
Unauthorized Delivery Charge	Sec. O
Unauthorized Receipt Charge	Sec. O

**4. L&U Adjustment:** The Company's area-wide L&U Adjustment shall be made in kind to the amount of gas delivered to a Receipt Point prior to delivery to the Delivery Point. The Adjustment, as computed in the Company's annual PGA filing, will be applied on a volumetric basis to the quantity of natural gas delivered to Customer.

**5. PGA Charges:** Customers shall be charged the appropriate system's ACA and Refund factors as listed on Company's PGA tariff sheets. Customers electing Transportation Service shall be charged the appropriate ACA charges for a period of one-year after changing service to Transportation Service. A true-up of ACA balances shall take place after one year of charges. After true-up, these ACA charges shall terminate.

**6. General Rules, Regulations, Terms and Conditions:** Service hereunder is subject to Company's General Rules and Regulations and applicable transportation provisions on file with the Missouri Public Service Commission.

DATE OF ISSUE: July 7, 2022  
 ISSUED BY: Mike Beatty, Vice President

EFFECTIVE DATE: ~~August 6, 2022~~  
 August 13, 2022

FILED  
 Missouri Public  
 Service Commission  
 GR-2021-0320; YG-2023-0008

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 2 2nd Revised Sheet No. 34  
 Canceling P.S.C. MO. No. 2 1st Revised Sheet No. 34

**THE EMPIRE DISTRICT GAS COMPANY**  
**d/b/a Liberty Utilities or Liberty**  
**JOPLIN, MO 64802**

FOR: All Communities and Rural Areas Receiving  
 Natural Gas Service

**TRANSPORTATION SERVICE**  
**RATE SCHEDULE LGST**

**7. Aggregation Pool:** All small volume transportation customers must belong to an Aggregation Pool. Small Volume Customers may only begin transportation service or return to sales service on either May 1 or October 1 of each calendar year.

**G. LARGE GENERAL SERVICE TRANSPORTATION**

**1. Availability:** Service under this rate schedule is available to any Customer who consumes gas on a firm basis at an individually metered, Non-residential Customer Facility, whose individual annual consumption is anticipated to be at least 5,000 Ccf, but less than 40,000 Ccf. Customers must execute a written contract for transportation service pursuant to this rate schedule. Service is provided for a minimum of 12-months. Gas transportation agreements and applicable documents are available from the Company.

**2. Metering:** The Company shall offer telemetry on a strictly voluntary basis to all LGST customers. This optional service would require a customer selecting the option to have installed and operating telemetry equipment and reimburse the Company for the actual cost incurred by Company to install telemetry equipment, the communication service cost used to monitor the equipment and for the actual cost of any other improvements made by Company in order to provide this voluntary telemetry service.

**3. Monthly Charges:**

Description	All Systems
Customer Charge	\$100.00
Delivery Charge-per Ccf	\$0.21705
Meter Administration Fee per Meter (Voluntary Telemetry)	\$11.50
Aggregation Charge per Ccf	\$0.0040
Mandatory Balancing Service per Ccf (Non-telemetry)	\$0.0150
Daily Cash-out Charge (Voluntary Telemetry)	Sec. M
Monthly Cash-out Charge	Sec. M
Unauthorized Delivery Charge	Sec. O
Unauthorized Receipt Charge	Sec. O

**4. L&U Adjustment:** The Company's area-wide L&U Adjustment shall be made in kind to the amount of gas delivered to a Receipt Point prior to delivery to the Delivery Point. The Adjustment, as computed in the Company's annual filing, will be applied on a volumetric basis to the quantity of natural gas delivered to Customer.

**5. Charges:** Customers shall be charged the appropriate system's ACA charges as listed on Company's tariff sheets. Customers electing Transportation Service shall be charged the appropriate ACA charges for a period of one-year after changing service to Transportation Service. A true-up of ACA balances shall take place after one year of charges. After true-up, these ACA charges shall terminate.

**6. General Rules, Regulations, Terms and Conditions:** Service hereunder is subject to Company's General Rules and Regulations and applicable transportation provisions on file with the Missouri Public Service Commission,

DATE OF ISSUE: July 7, 2022  
 ISSUED BY: Mike Beatty, Vice President

EFFECTIVE DATE: ~~August 6, 2022~~  
 August 13, 2022

FILED  
 Missouri Public  
 Service Commission  
 GR-2021-0320; YG-2023-0008

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No.	<u>2</u>	<u>2nd</u>	Revised	Sheet No.	<u>35</u>
Canceling P.S.C. MO. No.	<u>2</u>	<u>1st</u>	Revised	Sheet No.	<u>35</u>

THE EMPIRE DISTRICT GAS COMPANY  
d/b/a Liberty Utilities or Liberty  
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

TRANSPORTATION SERVICES (continued)
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**7. Aggregation Pool:** All small volume transportation customers must belong to an Aggregation Pool. Small Volume Customers may only begin transportation service or return to sales service on either May 1 or October 1 of each calendar year.

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DATE OF ISSUE: July 7, 2022  
ISSUED BY: Mike Beatty, Vice President

EFFECTIVE DATE: ~~August 6, 2022~~  
August 13, 2022

FILED  
Missouri Public  
Service Commission  
GR-2021-0320; YG-2023-0008

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 2 2nd Revised Sheet No. 36  
Canceling P.S.C. MO. No. 2 1st Revised Sheet No. 36

THE EMPIRE DISTRICT GAS COMPANY  
d/b/a Liberty Utilities or Liberty  
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

(RESERVED FOR FUTURE USE)

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DATE OF ISSUE: March 17, 2010 July 7, 2022

EFFECTIVE DATE: ~~August 6, 2022~~  
August 13, 2022

ISSUED BY: Mike Beatty, Vice President

FILED  
Missouri Public  
Service Commission  
GR-2021-0320; YG-2023-0008

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. Mo. No. 2

1st

Revised Sheet No. 36.a

Canceling P.S.C. Mo. No. 2

Original Sheet No. 36.a

THE EMPIRE DISTRICT GAS COMPANY  
d/b/a Liberty Utilities or Liberty  
JOPLIN, MO 64802

For ALL TERRITORY

(RESERVED FOR FUTURE USE)

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DATE OF ISSUE July 7, 2022 DATE EFFECTIVE

~~August 6, 2022~~  
August 13, 2022

ISSUED BY: Mike Beatty, Vice President

FILED  
Missouri Public  
Service Commission  
GR-2021-0320; YG-2023-0008

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 2 2nd Revised Sheet No. 37  
 Canceling P.S.C. MO. No. 2 1st Revised Sheet No. 37

**THE EMPIRE DISTRICT GAS COMPANY**  
d/b/a Liberty Utilities or Liberty  
**JOPLIN, MO 64802**

FOR: All Communities and Rural Areas Receiving  
 Natural Gas Service

**TRANSPORTATION SERVICE  
 RATE SCHEDULE LVT**

**I. LARGE VOLUME TRANSPORTATION SERVICE (LVT)**

**1. Availability:** Service under this rate schedule is available to Customers who consume gas on a firm basis at individually metered, non-residential locations whose individual annual usage is anticipated to equal or exceed 40,000 Ccf and execute a written contract for Transportation Service.

**2. Metering:** The Company requires all LVT transportation customers to have installed and operating telemetry equipment and reimburse the Company for the actual cost incurred by Company to install telemetry equipment, the communication service cost used to monitor the equipment and for the actual cost of any other improvements made by Company in order to provide this service.

**3. Monthly Charges:** Customer’s monthly bill shall be determined as a sum of the following:

Description	All Systems
Customer Charge	\$388.00
Delivery Charge-per Ccf	\$0.02194
Demand Charge-per Ccf of Billing Demand	\$0.58000
Optional Daily Balancing Service per Ccf of Daily Nominations-Option 1	\$0.01000
Optional Daily Balancing Service per Ccf of Daily Nominations-Option 2	\$0.02500
Daily Cash-out Charge	Sec. M
Monthly Cash-out Charge	Sec. M
Unauthorized Delivery Charge	Sec. O
Unauthorized Receipt Charge	Sec. O

**4. Billing Demand:** For purposes of determining the billing demand under this rate schedule, the billing months of November through March shall be considered winter months; all other billing months shall be considered summer months. The billing demand for any winter month shall be the maximum use in Ccf during any consecutive period of 24 hours in such month. The billing demand for any summer month shall be one-half of the maximum use in Ccf during any consecutive period of 24 hours in such month.

Company will normally compute the maximum use in Ccf during any consecutive period of 24 hours in any billing month as 1/20th of the number of Ccf used during such billing month, adjusted to a base monthly billing period of 30 days. For customers not consuming natural gas uniformly throughout the billing month, Company and Customer may agree to determine the maximum use in Ccf during any consecutive period of 24 hours during any billing month by use of metering when such capability is available.

The billing demand for any billing month shall not be less than the greatest billing demand for any of the preceding eleven months. If gas service was furnished during any of the preceding eleven months under any other rate schedule in effect, for the purpose of determining billing demand use under such other rate schedule shall be treated as if this Rate Schedule applied thereto.

**5. L&U Adjustment:** The Company’s area-wide L&U Adjustment shall be made in kind to the amount of gas delivered to a Receipt Point prior to delivery to the Delivery Point. The Adjustment, as computed in the Company’s annual PGA filing, will be applied on a volumetric basis to the quantity of natural gas delivered to Customer.

DATE OF ISSUE: July 7, 2022  
 ISSUED BY: Mike Beatty, Vice President

EFFECTIVE DATE: ~~August 6, 2022~~  
 August 13, 2022

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 2 1<sup>st</sup> Revised Sheet No. 38  
Canceling P.S.C. MO. No. 2 Original Sheet No. 38

THE EMPIRE DISTRICT GAS COMPANY  
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

TRANSPORTATION SERVICE  
RATE SCHEDULE LVFT

**6. PGA Charges:** Customers shall be charged the appropriate system's ACA and Refund factors as listed on Company's PGA tariff sheets. Customers electing Transportation Service shall be charged the appropriate ACA charges for a period of one-year after changing to Transportation Service. A true-up of the ACA balance shall take place after one year of ACA charges. After true-up, these ACA charges shall terminate.

DATE OF ISSUE: March 17, 2010  
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: April 1, 2010

FILED  
Missouri Public  
Service Commission  
GR-2009-0434; YG-2010-0568

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. Mo. No. 2

1st

Revised Sheet No. 38.a

Canceling P.S.C. Mo. No. 2

Original Sheet No. 38.a

THE EMPIRE DISTRICT GAS COMPANY  
d/b/a Liberty Utilities or Liberty  
JOPLIN, MO 64802

For

ALL TERRITORY

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(RESERVED FOR FUTURE USE)

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DATE OF ISSUE July 7, 2022  
ISSUED BY: Mike Beatty, Vice President

DATE EFFECTIVE ~~August 6, 2022~~  
**FILED August 13, 2022**  
Missouri Public  
Service Commission  
GR-2021-0320; YG-2023-0008



**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 2 2nd Revised Sheet No. 39  
 Canceling P.S.C. MO. No. 2 1st Revised Sheet No. 39

**THE EMPIRE DISTRICT GAS COMPANY**  
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FOR: All Communities and Rural Areas Receiving  
 Natural Gas Service

**TRANSPORTATION SERVICE  
 RATE SCHEDULE LVIT**

**J. LARGE VOLUME INTERRUPTIBLE TRANSPORTATION SERVICE (LVIT)**

**1. Availability:** The Company may, in its sole discretion, reduce its maximum charge for transportation service by any amount down to the minimum transportation charge for Customers who have demonstrated that they have feasible alternate energy sources (other than natural gas), a feasible alternate natural gas supplier, or would be a new Customer or retained Customer qualified as an economic development opportunity for the benefit of the Company and its core customers. Such reductions will only be permitted if, in Company's sole discretion, they are necessary to retain or expand services to an existing Customer, to re-establish service to a previous Customer or to attract new Customers and the Customer executes a written contract for Transportation Service.

The Company may reduce its maximum transportation charge on a case-by-case basis only after the Customer demonstrates to the Company's satisfaction that it meets one or more of the criteria required to receive service under the LVIT rate.

**2. Metering:** The Company requires all LVIT transportation customers to have installed and operating telemetry equipment and reimburse the Company for the actual cost incurred by Company to install telemetry equipment and for the actual cost of any other improvements made by Company in order to provide this service.

**3. Contract:** The Company and the Customer shall enter into a contract which specifies the services to be provided, the rates to be charged, the responsibilities of the parties and the term of the agreement. Company is authorized to charge the agreed upon rates and to provide service in accordance with the terms and conditions of the contract.

**4. Monthly Charges:**

<u>Description</u>	<u>All Systems</u>
Customer Charge	\$388.00
Delivery Charge-per Ccf- Maximum	\$0.02194
Delivery Charge per Ccf- Minimum	\$0.00100
Demand Charge-per Ccf of Billing Demand-Maximum	\$0.58000
Demand Charge per Ccf of Billing Demand-Minimum	\$0.00000
Optional Daily Balancing Service per Ccf of Daily Nominations-Option 1	\$0.01000
Optional Daily Balancing Service per Ccf of Daily Nominations-Option 2	\$0.02500
Daily Cash-out Charge	Sec. M
Monthly Cash-out Charge	Sec. M
Unauthorized Delivery Charge	Sec. O
Unauthorized Receipt Charge	Sec. O

DATE OF ISSUE: July 7, 2022  
 ISSUED BY: Mike Beatty, Vice President

EFFECTIVE DATE: ~~August 6, 2022~~  
 August 13, 2022

FILED  
 Missouri Public  
 Service Commission  
 GR-2021-0320; YG-2023-0008

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 2 1<sup>st</sup> Revised Sheet No. 40  
Canceling P.S.C. MO. No. 2 Original Sheet No. 40

THE EMPIRE DISTRICT GAS COMPANY  
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

**TRANSPORTATION SERVICE**  
**RATE SCHEDULE LVFRT (continued)**

**5. Billing Demand:** For purposes of determining the billing demand under this rate schedule, the billing months of November through March shall be considered winter months; all other billing months shall be considered summer months. The billing demand for any winter month shall be the maximum use in Ccf during any consecutive period of 24 hours in such month. The billing demand for any summer month shall be one-half of the maximum use in Ccf during any consecutive period of 24 hours in such month.

Company will normally compute the maximum use in Ccf during any consecutive period of 24 hours in any billing month as 1/20th of the number of Ccf used during such billing month, adjusted to a base monthly billing period of 30 days. For customers not consuming natural gas uniformly throughout the billing month, Company and Customer may agree to determine the maximum use in Ccf during any consecutive period of 24 hours during any billing month by use of metering when such capability is available.

The billing demand for any billing month shall not be less than the greatest billing demand for any of the preceding eleven months. If gas service was furnished during any of the preceding eleven months under any other rate schedule in effect, for the purpose of determining billing demand use under such other rate schedule shall be treated as if this Rate Schedule applied thereto.

**6. L&U Adjustment:** The Company's area-wide L&U Adjustment shall be made in kind to the amount of gas delivered to a Receipt Point prior to delivery to the Delivery Point. The Adjustment, as computed in the Company's annual PGA filing, will be applied on a volumetric basis to the quantity of natural gas delivered to Customer.

**7. PGA Charges:** Customers shall be charged the appropriate system's ACA and Refund factors as listed on Company's PGA tariff sheets. Customers electing Transportation Service shall be charged the appropriate ACA charges for a period of one-year after changing service to Transportation Service. A true-up of the ACA balance shall take place after one year of ACA charges. After true-up, these ACA charges shall terminate.

DATE OF ISSUE: March 17, 2010  
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: April 1, 2010 FILED

Missouri Public  
Service Commission  
GR-2009-0434; YG-2010-0568

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. Mo. No. 2

1st Revised Sheet No. 40.a

Canceling P.S.C. Mo. No. 2

Original Sheet No. 40.a

THE EMPIRE DISTRICT GAS COMPANY

d/b/a Liberty Utilities or Liberty

JOPLIN, MO 64802

For ALL TERRITORY

(RESERVED FOR FUTURE USE)

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DATE OF ISSUE July 7, 2022

DATE EFFECTIVE ~~August 6, 2022~~  
August 13, 2022

ISSUED BY: Mike Beatty, Vice President

FILED  
Missouri Public  
Service Commission  
GR-2021-0320; YG-2023-0008

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No.	<u>2</u>	<u>2nd</u>	Revised	Sheet No.	<u>41</u>
Canceling P.S.C. MO. No.	<u>2</u>	<u>1st</u>	Revised	Sheet No.	<u>41</u>

THE EMPIRE DISTRICT GAS COMPANY  
d/b/a Liberty Utilities or Liberty  
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FOR: All Communities and Rural Areas Receiving  
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<b>TRANSPORTATION SERVICE</b> <b>NATURAL GAS</b>
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**K. SPECIAL CONTRACTS**

1. Company may, in instances where it faces competition from alternate suppliers of natural gas, enter into special transportation rate contracts with industries or other large consumers on such terms and conditions as may be agreed upon by the parties and which, in Company's sole discretion, are deemed necessary to retain services to an existing customer or, to reestablish service to a previous customer or to acquire new customers. The rates agreed upon by Company and customer shall not exceed the maximum transportation charges nor be less than the minimum transportation charges otherwise applicable to customer. All such contracts shall be furnished to the Commission staff and the Office of Public Counsel and shall be subject to the Commission's jurisdiction.

2. Upon compliance with this tariff provision, Company is authorized to charge the rates so contracted and to otherwise provide service pursuant to the terms and conditions of the contract. The terms and conditions of any such contract shall not bind the Commission for ratemaking purposes and shall not apply to the recovery provisions contained in the Purchased Gas Adjustment Clause except as follows:

A. Pursuant to the review of contracts entered into with the following customers in Case No. GR-93-172, Company is allowed to waive Take-or-Pay and/or Transition Cost charges (as otherwise required by the PGA Clause) to the following Special Transportation Contract customers:

**L. NOMINATIONS**

**1. Requirements:** Customer(s), Marketer(s) and Aggregator(s) are required to provide daily nominations to the applicable Interstate Pipeline Company. The Company will only accept confirmed Nominations from the applicable Interstate Pipeline Company. Customer(s), Marketer(s) and Aggregator(s) must nominate at least 1 MMBtu on a daily basis. Customer may authorize a Marketer or Aggregator to act on its behalf through execution of an Agency Authorization Form.

**M. BALANCING AND IMBALANCES-To Begin May 1, 2010**

**1. Balancing:** Customer(s), Marketer(s) or Aggregator(s) shall have the obligation to balance on both a daily and monthly basis, gas receipts (transportation gas delivered to Company at the Receipt Point), with thermally equivalent gas deliveries (transportation gas delivered by Company to Customer(s) at the Delivery Point(s)). The difference between Receipts and Deliveries is considered an out-of-balance condition. The Customer is responsible for providing daily natural gas Receipts adjusted for L&U gas to the Company from the applicable Interstate Pipeline Company which accurately reflects the customer's expected consumption.

**2. Daily Charge:** This charge shall apply to those Customers using Telemetry. A daily charge shall apply to any Customer, Marketer or Aggregator's daily quantities by which the customer's out-of-balance condition exceeds the daily scheduling tolerance. Actual daily delivery quantities shall be used to determine the out-of-balance condition for customers with recording equipment or telemetry. Estimated daily delivery quantities shall be used to determine the out-of-balance condition for customers whenever such Telemetry equipment malfunctions. Estimated daily delivery quantities shall be determined based on available data including nominated quantities, meter readings, customer load characteristics, actual weather conditions, and any other information. This daily charge is accumulated and assessed monthly. This charge is in addition to the monthly cash out charge for Monthly Imbalances. This Daily Charge shall be determined on an Mcf basis as follows:

DATE OF ISSUE: July 7, 2022  
ISSUED BY: Mike Beatty, Vice President

EFFECTIVE DATE: ~~August 6, 2022~~  
August 13, 2022

FILED  
Missouri Public  
Service Commission  
GR-2021-0320; YG-2023-0008

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 2 2nd Revised Sheet No. 42  
 Canceling P.S.C. MO. No. 2 1st Revised Sheet No. 42

THE EMPIRE DISTRICT GAS COMPANY  
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FOR: All Communities and Rural Areas Receiving  
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**TRANSPORTATION SERVICE  
 NATURAL GAS**

- A. 10% daily tolerance, unless tolerance band is expanded to 35% or 60% using optional balancing services, without charges, limited to non-OFO periods.
- B. Daily Imbalance calculated on an absolute basis without regard to netting positive or negative imbalances,
- C. Summation of daily volumes calculated on an absolute basis at the end of the month, and
- D. The sum of the total monthly daily imbalance will be charged \$1.25 per Mcf.

**3. Monthly Cash-out Charges:** The difference between monthly confirmed Nomination volumes and actual consumption, including L&U will be charged to and/or credited to the Customer (cashed out) using the indices shown below, plus pipeline fuel, pipeline capacity and commodity charges.

Imbalance Level	Receipts > Deliveries Due Customer	Deliveries > Receipts Due Company
Up to 5%	Spot x 100%	Spot x 100%
5% to 10%	Spot x 85%	Spot x 115%
10% but less than 15%	Spot x 70%	Spot x 130%
15% but less than 20%	Spot x 60%	Spot x 140%
20% or higher	Spot x 50%	Spot x 150%

The "spot" market prices on each of the pipelines shall be determined using the Natural Gas Week posting for Southern Star on the South, Panhandle Eastern on the North and ANR on the Northwest. When Receipts exceed Deliveries, the lowest posting in Natural Gas Week for the applicable month shall be used as the "spot" price. When Deliveries exceed Receipts, the highest posting in Natural Gas Week for the applicable month shall be used as the "spot" price.

**4. Imbalance Information:** Imbalance information will be posted on the Company's Transportation Customer website. Daily nomination and Btu information will be acquired by the Company from the applicable Interstate Pipelines' bulletin board(s) and subsequently posted on the Company's Transportation Customer website. The Company is not responsible for mistakes and misinformation provided by the Interstate Pipeline(s) and posted on the Company Transportation Customer website. The Company will modify the transportation information as it receives such information from the applicable Interstate Transportation Pipeline. The Company is not required to deliver volumes of gas in excess of receipts.

**N. BILLING:**

- 1. Order of Deliveries:** The order of gas delivery for purposes of billing calculations will be to:
  - A. Use Customer-owned gas, including correction of any imbalance conditions and,
  - B. Then use Company's gas based on applicable cash out provisions.
  - C. The Company will not allow netting of bills.
- 2. Billing Adjustments:** The Company will not provide new bills for any billing adjustments, but will make any necessary billing adjustments on subsequent bills.
- 3. Credit Balances:** The Company will not refund credit balances caused by positive imbalance charges.
- 4. Delinquent Payment Penalty:** A late payment charge in an amount equal to one-half percent (.5%) of the delinquent amount will be added to the bill if payment is not received on or before the net due date stated on the bill. The net due date shall be the twenty-first (21st) day after the date of billing.

DATE OF ISSUE: July 7, 2022  
 ISSUED BY: Mike Beatty, Vice President

EFFECTIVE DATE: ~~August 6, 2022~~  
 August 13, 2022

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 2 2nd Revised Sheet No. 43
Canceling P.S.C. MO. No. 2 1st Revised Sheet No. 43

THE EMPIRE DISTRICT GAS COMPANY
d/b/a Liberty Utilities or Liberty
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving
Natural Gas Service

TRANSPORTATION SERVICE
NATURAL GAS

O. OPERATIONAL FLOW ORDERS (OFO)

1. Issuance: Company will have the right to issue an Operational Flow Order that will require actions by the Customer to alleviate conditions that, in the sole judgment of the Company, jeopardize the operational integrity of Company's system required to maintain system reliability. Customer shall be responsible for complying with the directives set forth in the OFO. Any OFO, along with associated conditions and penalties, shall be limited, as practicable to address only the problem(s) giving rise to the need for the OFO.

Company may call an OFO by pipeline, delivery zone or town border station when:

- Company experiences failure of transmission, distribution or gas storage facilities;
• When transmission system pressures or other unusual conditions jeopardize the operation of Company's system;
• When Company's transportation, storage and supply resources are being used at or near their maximum rate deliverability;
• When any of Company's transporters or suppliers call the equivalent of an OFO or Critical Day;
• When Company is unable to fulfill its firm contractual obligations or otherwise when necessary to maintain the overall operational integrity of all or a portion of Company's system.

2. Customer Compliance: Upon issuance of an OFO, the Company will direct customer to comply with one of the following conditions:

A. Unauthorized Deliveries: Customer, Aggregator or Marketer must take delivery of an amount of natural gas from the Company that is no more than the hourly or daily amount being received by the Company from the applicable Interstate Pipeline for the Customer's, Aggregator's or Marketer's account. All volumes delivered to the Customer, Aggregator or Marketer in excess of volumes received by the Company from the applicable Interstate Pipeline for the Customer's, Aggregator's or Marketer's account, that are in violation of the above condition, with the exception of a 5% daily tolerance, shall constitute an Unauthorized Overrun by Customer, Aggregator or Marketer on the Company's system. Customer, or, if Customer(s) has designated a Marketer(s) and/or Aggregator(s) to act on its behalf, such Marketer or Aggregator shall be charged a penalty of \$25.00 per Mcf, plus the Gas Daily Index price for the applicable Interstate Pipeline for such Unauthorized Overruns during the duration of the OFO.

B. Unauthorized Receipts: Customer, Aggregator or Marketer must take delivery of an amount of natural gas from the Company that is no less than the hourly or daily amount being received by the Company from the Connecting Interstate Pipeline Company for the Customer's account. All volumes delivered to the Customer, Aggregator or Marketer which are less than volumes received by the Company from the applicable Interstate Pipeline for the Customer's, Aggregator's or Marketer's account, that are in violation of the above condition, with the exception of a 5% daily tolerance, shall constitute an Unauthorized Delivery by Customer to Company. Customer or, if Customer(s) has designated a Marketer(s) and/or Aggregator(s) to act on its behalf, such Marketer or Aggregator shall be charged a penalty of \$25.00 per Mcf for such Unauthorized Deliveries to Company's system.

C. Other: Any penalties charged due to unauthorized overruns or deliveries during an OFO will be in addition to any cash out charges described in Subsection L above.

D. Interstate Pipeline Overrun Penalties: The Company may charge the Customer, or, if Customer(s) has designated a Marketer(s) and/or Aggregator(s) to act on its behalf, the Marketer or Aggregator for any daily or monthly overrun penalties assessed to the Company, which are applicable to the Customer, Aggregator or Marketer by the applicable Interstate Pipeline.

DATE OF ISSUE: July 7, 2022
ISSUED BY: Mike Beatty, Vice President

EFFECTIVE DATE: August 6, 2022
August 13, 2022

FILED
Missouri Public
Service Commission
GR-2021-0320; YG-2023-0008

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 2 1<sup>st</sup> Revised Sheet No. 44  
Canceling P.S.C. MO. No. 2 Original Sheet No. 44

**THE EMPIRE DISTRICT GAS COMPANY  
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FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

**TRANSPORTATION SERVICE  
NATURAL GAS**

**E. Operational Flow Order Penalty:** Aggregators and Marketers who fail to deliver to Company for the account of Customer (s) specified operational flow ordered quantities of gas shall be billed appropriate "Unauthorized Delivery" charges. Aggregators or Marketers who repeatedly fail to deliver to Company specified operational flow order quantities of gas will not be permitted to continue transportation service.

**P. MEASUREMENT:**

1. All transport gas shall be measured on a volumetric basis. Measurement shall be based on available information regarding volumes received and delivered, pressure and temperature conditions, and energy content of the gas stream. Company shall determine the measurement equipment required to determine the Receipts and Deliveries of end-user owned gas transported hereunder.

**Q. RECORDING AND TELEMETRY EQUIPMENT:**

1. The Company shall notify Customer if existing equipment is not sufficient to measure service under the applicable rate schedule. Company shall not be unreasonable in such determination. If existing equipment is found to be insufficient, the Company may install such equipment as it deems necessary.

2. The Company shall be allowed access for maintaining and operating such equipment. The Customer shall be responsible for the costs associated with the Company acquiring and installing recording and/or telemetry equipment at the delivery point. When telemetry equipment is installed, the Customer will be required to provide telephone or other interfaces agreed to by the Company along with electrical connections available at the meter location.

3. If recording and/or telemetry equipment is deemed necessary, but the Customer is unwilling or unable to pay for the cost of such equipment, then the Customer may return to sales service, provided all other requirements of paragraph D 12 have been met. All Small Volume transportation customers must have the Company install telemetry equipment or purchase the Balancing Service. Customers must reimburse the Company for the actual cost incurred by Company to install telemetry equipment and for the actual cost of any other improvements made by Company in order to provide this transportation service. The customer shall also provide telephonic access and service to this telemetry equipment. The telemetry equipment and any other improvements made by the Company shall remain the property of the Company, and will be maintained by the Company. All funds contributed by Customer shall be used by Company as an offset to the cost of the telemetry investment.

4. The Company will offer financing for a Customer for telemetry equipment for periods up to 90 days interest free. The Company will offer financing with interest at a rate of prime plus 1% to a Customer to pay for the installation of telemetry equipment for a period of more than 90 days, but not more than 12 consecutive months. The telemetry equipment and any other improvements made by the Company shall remain the property of the Company, and will be maintained by the Company.

DATE OF ISSUE: March 17, 2010  
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: April 1, 2010

FILED  
Missouri Public  
Service Commission  
GR-2009-0434; YG-2010-0568



STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No.	<u>2</u>	<u>2nd</u>	Revised	Sheet No.	<u>45</u>
Canceling P.S.C. MO. No.	<u>2</u>	<u>1st</u>	Revised	Sheet No.	<u>45</u>

THE EMPIRE DISTRICT GAS COMPANY  
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**R. OTHER MISCELLANEOUS SERVICES**

1. The following mandatory and optional services (Balancing Service) are available to Customers, who may choose the services that best serve their needs. Aggregators shall designate in writing on a form to be provided by Company which, if any, of the following services they desire. All charges for miscellaneous services are in addition to the monthly charges in the Company's transportation rate schedule.

- A. **SGST Balancing Service:** This service is mandatory for Customers under the SVFTS rate schedules that do not have Telemetry installed. The cost of the service is \$0.015 per Ccf transported on Company's system. Revenues collected from the provision of this service will be credited to the overall general system gas cost through Company' PGA mechanism. The monthly charge for this service is in addition to the monthly charges set forth in Company's transportation service rate schedules.
  
- B. **Optional Balancing Service:** Company shall offer two optional levels of daily balancing service to its transportation Customers or Marketers that have Telemetry installed. The option selected by the Customer shall be in effect for every day once selected by the Customer and shall remain in effect until Customer selects a different daily balancing service. Customers must make their election to take the optional balancing services by October 1 of each year for the immediately following period November through March (winter). Customers must make their election of services by March 1 of each year for the immediately following period April through October (summer). In the event that a Customer fails to make an election for the above optional balancing service, the Customer will be assigned the previously elected balancing service option. Notice of the election period shall be posted on Company's Telemetry Transportation website thirty (30) days prior to the election dates (October 1 and March 1). Once Customer selects an Optional Balancing Service, the selection cannot be changed until the next specified election date (March 1 or October 1). The Optional Balancing Services described herein shall not be available during periods that a Customer is subject to an OFO, and Customers subject to an OFO will not be charged for the Optional Balancing Service during such OFO periods. During the transition period April 1, 2010 to October 1 2010, the March 1<sup>st</sup> selection deadline for the summer season shall be waived and transportation customers qualifying for Optional Balancing Service shall be allowed to select one of the optional services at the beginning of any billing month. The Optional Balancing Service selected by the Customer shall remain in effect until Customer selects a different daily balancing service at the next specified election date. The Optional Balancing Service options are:
  - a. This service enables a Customer or Marketer with Telemetry installed to expand its Daily Imbalance tolerance level from ten (10) percent to thirty-five (35) percent. The cost of the service to the Customer selecting this option is \$0.10 per Mcf (\$0.01 per Ccf) of daily gas nominated on the system. Revenues collected from the provision of this service will be credited to the overall general system gas cost through Company' PGA mechanism. The monthly charge for this service is in addition to the monthly charges set forth in Company's transportation service rate schedules.
  - b. This service enables a Customer or Marketer with Telemetry installed to expand its Daily Imbalance tolerance level from ten (10) percent to sixty (60) percent. The cost of the service to the Customer selecting this option is \$0.25 per Mcf (\$0.025 per Ccf) of daily gas nominated on the system. Revenues collected from the provision of this service will be credited to the overall general system gas cost through Company' PGA mechanism. The monthly charge for this service is in addition to the monthly charges set forth in Company's transportation service rate schedules.

DATE OF ISSUE: July 7, 2022  
ISSUED BY: Mike Beatty, Vice President

EFFECTIVE DATE: ~~August 6, 2022~~  
August 13, 2022

FILED  
Missouri Public  
Service Commission  
GR-2021-0320; YG-2023-0008



STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No.	<u>2</u>	<u>2nd</u>	Revised	Sheet No.	<u>46</u>
Canceling P.S.C. MO. No.	<u>2</u>	<u>1st</u>	Revised	Sheet No.	<u>46</u>

THE EMPIRE DISTRICT GAS COMPANY  
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NATURAL GAS

**C. Aggregation Pooling Service:** A Customer, Marketer or Aggregator may initiate a combination of a group of LV Customers situated behind multiple town border stations (TBS) and served by a common Interstate Pipeline with the same balancing provisions, the same transportation rate schedule and the same Interstate Pipeline operational zone. Upon written approval of the Company, the Aggregated Group will be considered as one Customer for purposes of calculating the daily balancing charge and monthly imbalances, i.e., individual Customer nominations and consumption will be summed and treated as if they were one Customer. This does not include aggregation of fixed costs or customer charges. The cost of this aggregation service is \$0.004 per Ccf of gas delivered to the aggregated group. Revenues received from this service shall be credited to the Company's PGA mechanism. During OFO days, nominating and balancing will be required by the affected receipt and delivery points.

DATE OF ISSUE: July 7, 2022  
ISSUED BY: Mike Beatty, Vice President

EFFECTIVE DATE: ~~August 6, 2022~~  
August 13, 2022

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 2 1<sup>st</sup> Revised Sheet No. 47  
Canceling P.S.C. MO. No. 2 Original Sheet No. 47

**THE EMPIRE DISTRICT GAS COMPANY  
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Natural Gas Service

RESERVED FOR FUTURE USE  
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DATE OF ISSUE: March 17, 2010  
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: April 1, 2010 FILED

Missouri Public  
Service Commission  
GR-2009-0434; YG-2010-0568

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 2 1<sup>st</sup> Revised Sheet No. 48  
Canceling P.S.C. MO. No. 2 Original Sheet No. 48

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Natural Gas Service

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DATE OF ISSUE: March 17, 2010  
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: April 1, 2010 FILED

Missouri Public  
Service Commission  
GR-2009-0434; YG-2010-0568

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No.	<u>2</u>	<u>1<sup>st</sup></u>	Revised	Sheet No.	<u>49</u>
Canceling P.S.C. MO. No.	<u>2</u>		Original	Sheet No.	<u>49</u>

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Natural Gas Service

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GAS**

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**DATE OF ISSUE:** March 17, 2010  
**ISSUED BY:** Kelly S. Walters, Vice President

**EFFECTIVE DATE:** April 1, 2010 **FILED**

Missouri Public  
Service Commission  
GR-2009-0434; YG-2010-0568

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No.	<u>2</u>	<u>1<sup>st</sup></u>	Revised	Sheet No.	<u>50</u>
Canceling P.S.C. MO. No.	<u>2</u>		Original	Sheet No.	<u>50</u>

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---

DATE OF ISSUE: March 17, 2010  
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: April 1, 2010

FILED  
Missouri Public  
Service Commission  
GR-2009-0434; YG-2010-0568

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 2 1<sup>st</sup> Revised Sheet No. 51  
Canceling P.S.C. MO. No. 2 Original Sheet No. 51

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DATE OF ISSUE: March 17, 2010  
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: April 1, 2010 FILED

Missouri Public  
Service Commission  
GR-2009-0434; YG-2010-0568

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No.	<u>2</u>	<u>1<sup>st</sup></u>	Revised	Sheet No.	<u>52</u>
Canceling P.S.C. MO. No.	<u>2</u>	<u>          </u>	Original	Sheet No.	<u>52</u>

**THE EMPIRE DISTRICT GAS COMPANY  
JOPLIN, MO 64802**

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

**RESERVED FOR FUTURE USE  
GAS**

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**DATE OF ISSUE:** March 17, 2010  
**ISSUED BY:** Kelly S. Walters, Vice President

**EFFECTIVE DATE:** April 1, 2010 **FILED**

Missouri Public  
Service Commission  
GR-2009-0434; YG-2010-0568

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 2 1<sup>st</sup> Revised Sheet No. 53  
Canceling P.S.C. MO. No. 2 Original Sheet No. 53

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DATE OF ISSUE: March 17, 2010  
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: April 1, 2010

**FILED**  
Missouri Public  
Service Commission  
GR-2009-0434; YG-2010-0568



**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 2 Original Sheet No. 54  
Canceling P.S.C. MO. No. 1 Sheet No. \_\_\_\_\_

**THE EMPIRE DISTRICT GAS COMPANY**  
**JOPLIN, MO 64802**

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

**PURCHASED GAS ADJUSTMENT CLAUSE**  
**GAS**

APPLICABILITY

This Purchased Gas Adjustment (PGA) applies to all sales of natural gas service provided under all natural gas rate schedules and contracts. While transportation service by itself is not a sale of natural gas, charges approved by the Missouri Public Service Commission which Company is required to pay (for example, fixed Take-or-Pay (TOP) and Transition Cost (TC) charges) shall be proportionally billed to transportation service customers as provided for in this Clause. Company shall compute separate PGA Clause rates for the North, South and NW Systems.

Any proposed PGA factor change made pursuant to this clause shall become effective only after being on file with the Commission for a period of ten business days. When the Company files for a PGA factor change with the Commission, it shall file:

- (1) A transmittal letter explaining the nature of all changes in cost from the previous PGA factor filing
- (2) The PGA "Adjustment Statement" tariff sheets
- (3) Exhibits showing the computation of each factor change
- (4) Documentation supporting the cost changes.
- (5) Detailed work papers in electronic format.

Any increase or decrease in rates shall be applied to customers' bills for service rendered on or after the effective date of the change. Bills computed which contain multiple rates during a customer's billing cycle shall be prorated between the old and new rates in proportion to the number of days in the customer's billing cycle that such rates were in effect.

I. PURCHASED GAS ADJUSTMENT (PGA) FACTORS

The Company's annual PGA factor shall be calculated based on the best estimate of the Company's annual gas costs and volumes purchased for resale, as calculated by the Company, reviewed by the Missouri Public Service Commission Staff (Staff), and approved by the Commission. Calculation of the best estimate of the Company's gas costs and volumes purchased for resale shall consider the Company's projected monthly demand levels, supply options, transportation options, storage options, and other miscellaneous charges and revenues that affect the annual rate calculation. The costs to be included in the PGA rate calculation shall be limited to the projected costs necessary to deliver the volumes purchased for resale to the Company's city gates.

The Company shall make one scheduled PGA filing each year between October 15 and November 4.

The Company may also make up to three unscheduled filings each year, provided that no such filing will occur within 60 days of a previous filing.

DATE OF ISSUE: August 9, 2007  
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: September 8, 2007

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 2 Original Sheet No. 55  
Canceling P.S.C. MO. No. 1 Sheet No. \_\_\_\_\_

**THE EMPIRE DISTRICT GAS COMPANY**  
**JOPLIN, MO 64802**

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

**PURCHASED GAS ADJUSTMENT CLAUSE (continued)**  
**GAS**

If the Company chooses to make an unscheduled PGA filing, that filing: (1) must contain rates reflecting the Company's then current estimate of annualized gas cost revenue requirements for the period from the effective date of such filing to the next scheduled filing; and (2) may contain a further adjustment factor to such rates, which is designed to return to, or receive from, ratepayers any over or under recoveries of gas cost revenue requirements that have been deferred by the Company since its last PGA filing.

Each PGA filing shall become effective ten business days after the date of the filing, unless the Company has elected a longer notice period, not to exceed thirty days.

Estimate of Gas Cost Revenue Requirements -- The gas cost revenue requirement shall include but not be limited to all charges incurred for gas supply, pipeline transmission, contract storage and other FERC authorized charges. The Commodity-related charges shall include, but not be limited to, producer gas supply commodity charges, pipeline transportation and gathering charges, expected costs or cost reductions to be realized for the entire winter period, related storage withdrawals, gas purchases under fixed price contracts, the Company's use of financial instruments (including carrying costs), except for call options for which only cost reductions expected to be realized during months covered by the Company's PGA filing shall be reflected.

DATE OF ISSUE: August 9, 2007  
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: September 8, 2007

**FILED**  
**Missouri Public**  
**Service Commission**

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 2 1st Revised Sheet No. 56
Canceling P.S.C. MO. No. 2 Original Sheet No. 56

THE EMPIRE DISTRICT GAS COMPANY
d/b/a Liberty Utilities or Liberty
Joplin, MO 64802

FOR: All Communities and Rural Areas Receiving
Natural Gas Service

PURCHASED GAS ADJUSTMENT CLAUSE (continued)
GAS

II. ACTUAL COST ADJUSTMENT (ACA) FACTORS

A. Company shall maintain ACA accounts for each of its North, South, and NW Systems, which shall be credited or debited by the amount of any gas cost recovery revenue in excess of or below the actual cost of natural gas purchased and distributed for sale to customers in each of its Missouri service areas. Included in these ACA accounts will be all TOP, TC, and Pipeline Refunds. Such amounts shall be debited or credited to the ACA account in the month received or paid, and shall include interest as part of the overall ACA interest calculation. If challenged, Company has the burden to prove that all costs included in the ACA were prudently incurred and appropriately allocated to classes.

All similar account balances shall be combined for the computation of the ACA to be filed with the scheduled PGA filing.

Any excess or deficit in total gas cost recovery shall be determined by a monthly comparison of the actual prudently incurred cost of natural gas purchased by Company with the actual authorized as-billed revenues recovered by the Commission-approved PGA. The ACA factors shall include any interest calculated, as defined in Carrying Costs, Sheet No. 56. The ACA factors filed with the Commission shall not include any Company developed amounts related to unbilled revenues or unbilled gas costs.

B. The amounts of gas cost recovery revenue for each month shall be the product of that month's actual billed Ccf sales and the applicable authorized PGA factor(s) in effect during that same month.

C. For each twelve (12) month period ending with the August revenue month, the differences resulting from the comparisons described above including any balance or credit for the previous year shall be accumulated to produce a cumulative balance of excess or deficit of gas cost recovery revenue for each of the Company's Systems. ACA factors shall be computed by dividing these cumulative balances by the estimated annualized and normalized sales volumes expected during the next ACA audit period. All actual ACA revenues recovered shall be debited or credited to the appropriate balance of the ACA account and any remaining balance shall be reflected in subsequent ACA factor computations.

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

D. The Company's system ACA factors shall be rounded to the nearest \$.00001 per Ccf and applied to billings commencing with the scheduled PGA revenue period. These ACA factors shall remain in effect until superseded by a subsequent ACA calculated according to this provision.

DATE OF ISSUE: September 16, 2021
ISSUED BY: Matthew DeCoursey, Vice President
Rates and Regulatory Strategy

EFFECTIVE DATE: October 22, 2021

FILED
Missouri Public
Service Commission
GT-2022-0080; JG-2022-0059

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 2 1st Revised Sheet No. 57
Canceling P.S.C. MO. No. 2 Original Sheet No. 57

THE EMPIRE DISTRICT GAS COMPANY
d/b/a Liberty Utilities or Liberty
Joplin, MO 64802

FOR: All Communities and Rural Areas Receiving
Natural Gas Service

PURCHASED GAS ADJUSTMENT CLAUSE (continued)
GAS

- E. Revenues received that are attributable to any non-permanent assignment of capacity under the transportation service schedules will be credited to the appropriate system ACA accounts. This credit shall be the greater of the maximum rate as published in the interstate pipeline’s tariff applied to the assigned volumes or actual revenues received from the assignment. Also, all revenues collected which are attributable to the Daily Balancing Charge, Daily Out-of Balance Charge, Monthly Cash-Out Charge, Unauthorized Delivery Charge, and the Monthly Balancing Service charges shall be credited to the respective system ACA accounts.
F. Any refunds which the Company receives in connection with natural gas services purchased, together with any interest included in such refunds, will be returned to the Company’s appropriate customer classes unless otherwise ordered by the Commission. Such refunds shall be credited to the ACA account in the month received and shall be a part of the overall ACA interest calculation effective September 1, 2007.

III. CARRYING COSTS

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

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

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No.	<u>2</u>	<u>1st</u>	Revised	Sheet No.	<u>58</u>
Canceling P.S.C. MO. No.	<u>2</u>	<u>          </u>	Original	Sheet No.	<u>58</u>

THE EMPIRE DISTRICT GAS COMPANY  
d/b/a Liberty Utilities or Liberty  
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

(RESERVED FOR FUTURE USE)

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DATE OF ISSUE: July 7, 2022  
ISSUED BY: Mike Beatty, Vice President

EFFECTIVE DATE: ~~August 6, 2022~~  
August 13, 2022

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No.	<u>2</u>	<u>1st</u>	Revised	Sheet No.	<u>59</u>
Canceling P.S.C. MO. No.	<u>2</u>		Original	Sheet No.	<u>59</u>

THE EMPIRE DISTRICT GAS COMPANY  
d/b/a Liberty Utilities or Liberty  
Joplin, MO 64802

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

(RESERVED FOR FUTURE USE)

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DATE OF ISSUE: July 7, 2022  
ISSUED BY: Mike Beatty, Vice President

EFFECTIVE DATE: ~~August 6, 2022~~  
August 13, 2022

FILED  
Missouri Public  
Service Commission  
GR-2021-0320; YG-2023-0008

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 2 Original Sheet No. 60  
Canceling P.S.C. MO. No. 1

THE EMPIRE DISTRICT GAS COMPANY  
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

PURCHASED GAS ADJUSTMENT CLAUSE (continued)  
GAS

V. TAKE-OR-PAY (TOP) FACTORS

A. Company shall maintain a separate Take-or-Pay (TOP) account for each of the Company's systems, which shall contain fixed FERC approved charges paid by Company to its wholesale supplier(s) or transporter(s). TOP charges shall be recovered on a per Ccf basis from the retail sales customers and from transportation service customers. Retail sales customers shall be billed by applying the per Ccf TOP factor included in Company's Total PGA factor and transportation customers shall be billed the same per Ccf TOP factor for each unit transported. TOP charges may be waived for certain customers consistent with the provisions contained in the Special Transportation Contract Rate, Sheet No. 39.

1. Company shall file proposed TOP factors and prior year TOP reconciliation for each of its Systems with its Annual ACA filing. The reconciliation shall consist of the comparison of the actual as-billed TOP cost incurred during the ACA period with the recovery of the TOP costs during the ACA period. A proposed factor for each System shall be determined by dividing the TOP account balance plus an annualized figure representing monthly TOP payments due over the succeeding twelve (12) months by the estimated number total Ccf throughput (sales and transportation volumes). The resulting factor, rounded to the nearest \$.00001 per Ccf, shall be applied to all customer bills over the succeeding twelve (12) months by multiplying such factor by the total Ccfs delivered to each customer in each monthly billing period.
2. The period over which each System's TOP factors are to be charged shall be in one year increments or more.
3. Each System's TOP account balances shall be the net balance of all revenue recovered from the application of the TOP factor rate using the monthly actual billed sales by cycle for retail sales customers and each unit transported for transportation service customers and all prudently incurred fixed FERC approved TOP charges paid to its wholesale supplier(s) or transporter(s).
4. After the permanent cessation of billing of TOP settlement costs to Company by its supplier(s) or transporter(s), Company shall carry forward any remaining over or under recovery balance and include it in the calculation of the Annual PGA Filing.
5. The Missouri Public Service Commission will review the reconciliation of each TOP account simultaneously with the annual PGA Filing

DATE OF ISSUE: August 9, 2007  
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: September 8, 2007

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 2 Original Sheet No. 61  
Canceling P.S.C. MO. No. 1 Sheet No. \_\_\_\_\_

**THE EMPIRE DISTRICT GAS COMPANY**  
**JOPLIN, MO 64802**

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

**PURCHASED GAS ADJUSTMENT CLAUSE (continued)**  
**GAS**

**VI. TRANSITION COSTS (TC) FACTORS**

Company shall maintain a separate Transition Cost (TC) account for each of the Company's Systems, which shall contain prudently incurred fixed FERC approved TC charges paid to Company's wholesale supplier(s) or transporter(s). TC charges will be recovered on a per Ccf basis from the retail sales customers and from transportation service customers. Retail sales customers will be billed by applying the per Ccf TC factor included in each of the Company System's Total PGA factor times each customer's billed sales, and transportation customers will be billed the per Ccf TC factor for the applicable Company System times each unit transported. TC charges may be waived for certain customers consistent with the provisions contained in the Special Transportation Contract Rate, Sheet No. 39. The TC factor shall be calculated and reported in accordance with the following:

- A. Company shall file annually, simultaneously with its Annual ACA filing, proposed TC factors and prior year TC reconciliation for each System. The reconciliation shall consist of the comparison of the actual as-billed TC amounts incurred during the ACA period with the recovery of the TC amounts during the ACA period. A proposed factor for each System shall be determined by dividing the TC account balance plus an estimated annualized figure representing monthly TC payments due over the succeeding twelve (12) months by the estimated total Ccf throughput (sales and transportation volumes). The resulting factor, rounded to the nearest \$.00001 per Ccf, shall be applied to all customer bills over the succeeding twelve (12) months by multiplying such factor by the total Ccfs delivered to each customer in each monthly billing period;
- B. The period over which each of the TC factors are to be charged shall be in increments of one year or more.
- C. Each of the System's TC account balances shall be the net balance of all revenue recovered from the application of the TC factor rate using the monthly actual billed sales for the retail sales customers and each unit transported for transportation service customers and all prudently incurred fixed FERC approved TC charges paid to its wholesale supplier(s) or transporter(s);
- D. After the permanent cessation of billing of TC charges to Company by its supplier(s) or transporter(s), Company shall carry forward any remaining over or under recovery balance and include it in the calculation of the next Annual ACA Filing.
- E. The Missouri Public Service Commission will review the reconciliation of each TC account simultaneously with the annual ACA Filing.

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DATE OF ISSUE: August 9, 2007  
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: September 8, 2007

**FILED**  
**Missouri Public**  
**Service Commission**



**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 2 18th Revised Sheet No. 62  
 Canceling P.S.C. MO. No. 2 17th Revised Sheet No. 62

**EMPIRE DISTRICT GAS COMPANY**  
**d/b/a Liberty Utilities or Liberty**  
**JOPLIN, MO 64802**

FOR: All Communities and Rural Areas in the South System

PURCHASED GAS ADJUSTMENT CLAUSE (continued)  
 GAS

Adjustment Statement (South System)

As provided in this Purchased Gas Adjustment Clause, the following adjustment(s) will be made to the applicable rate schedules:

Description	Rate Schedules RS, SCF and SVF	Rate Schedule LVF	Rate Schedule LVI
Regular PGA	\$0.80631	\$0.80631	\$0.80631
Actual Cost Adjustment	\$0.16089	\$0.16089	\$0.00000
TOP Factor	\$0.00000	\$0.00000	\$0.00000
TC Factor	<u>\$0.00000</u>	<u>\$0.00000</u>	<u>\$0.00000</u>
Total PGA Per Ccf	\$0.96720	\$0.96720	\$0.80631

DATE OF ISSUE: July 14, 2022  
 ISSUED BY: Matthew DeCoursey  
 Vice President, Rates and Regulatory Strategy

EFFECTIVE DATE: August 13, 2022

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 2 18th Revised Sheet No. 63  
 Canceling P.S.C. MO. No. 2 17th Revised Sheet No. 63

**EMPIRE DISTRICT GAS COMPANY**  
**d/b/a Liberty Utilities or Liberty**  
**JOPLIN, MO 64802**

FOR: All Communities and Rural Areas in the North System

**PURCHASED GAS ADJUSTMENT CLAUSE (continued)**  
**GAS**

Adjustment Statement (North System)

As provided in this Purchased Gas Adjustment Clause, the following adjustment(s) will be made to the applicable rate schedules:

	Rate Schedules RS, SCF and SVF	Rate Schedule LVF	Rate Schedule LVI
Regular PGA	\$0.60126	\$0.60126	\$0.60126
Actual Cost Adjustment	\$0.11724	\$0.11724	\$0.00000
TOP Factor	\$0.00000	\$0.00000	\$0.00000
TC Factor	<u>\$0.00000</u>	<u>\$0.00000</u>	<u>\$0.00000</u>
Total PGA Per Ccf	\$0.71850	\$0.71850	\$0.60126

The TOP and TC Factors, as provided in Sheets 59 and 60 shall also apply to all Ccf delivered to transportation customers on Company's North System except as provided for on Sheet No. 39.

DATE OF ISSUE: July 14, 2022  
 ISSUED BY: Matthew DeCoursey  
 Vice President, Rates and Regulatory Strategy

EFFECTIVE DATE: August 13, 2022

FILED  
 Missouri Public  
 Service Commission  
 GR-2021-0320; YG-2023-0009

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 2  
Canceling P.S.C. MO. No. 1

Original

Sheet No. 64  
Sheet No. \_\_\_\_\_

THE EMPIRE DISTRICT GAS COMPANY  
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

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DATE OF ISSUE: August 9, 2007  
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: September 8, 2007

FILED  
Missouri Public  
Service Commission

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 2 18th Revised Sheet No. 65  
Canceling P.S.C. MO. No. 2 17th Revised Sheet No. 65

**EMPIRE DISTRICT GAS COMPANY**  
d/b/a Liberty Utilities or Liberty  
JOPLIN, MO 64802

FOR: All Communities and Rural Areas in the NW  
System

**PURCHASED GAS ADJUSTMENT CLAUSE (continued)**  
**GAS**

Adjustment Statement (NW System)

As provided in this Purchased Gas Adjustment Clause, the following adjustment(s) will be made to the applicable rate schedules:

	Rate Schedules RS, SCF and SVF	Rate Schedule LVF	Rate Schedule LVI
Regular PGA	\$0.52388	\$0.52388	\$0.52388
Actual Cost Adjustment	\$0.12106	\$0.12106	\$0.00000
TOP Factor	\$0.00000	\$0.00000	\$0.00000
TC Factor	\$0.00000	\$0.00000	\$0.00000
Total PGA Per Ccf	\$0.64494	\$0.64494	\$0.52388

DATE OF ISSUE: July 14, 2022  
ISSUED BY: Matthew DeCoursey  
Vice President, Rates and Regulatory Strategy

EFFECTIVE DATE: August 13, 2022

FILED  
Missouri Public  
Service Commission  
GR-2021-0320; YG-2023-0009

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 2 ~~Original~~ ~~Sheet No. 66~~  
 Canceling P.S.C. MO. No. \_\_\_\_\_ Sheet No. \_\_\_\_\_

**THE EMPIRE DISTRICT GAS COMPANY**  
**d/b/a Liberty Utilities or Liberty**  
**JOPLIN, MO 64802**

FOR: RS and SGS Schedules **1st Revised Sheet No. 66**  
**Original Sheet No. 66**

**WEATHER NORMALIZATION ADJUSTMENT RIDER**

**APPLICABILITY**

The Weather Normalization Adjustment (“WNA”) Rider is applicable to each ccf of gas delivered under the terms of the residential and small commercial rate schedules of Liberty Utilities (Empire Gas Distribution) Corp’s d/b/a Liberty Utilities (“Liberty”) until such time as it may be discontinued or modified by order of the Commission in a general rate case. The North-South and Northwest regions will have the same rider rates that will be applied as a separate line item on a customer’s bill.

**CALCULATION OF ADJUSTMENT**

The WNA Factor will be calculated for each billing cycle and billing month as follows:

$$WNA_i = \sum_{j=1}^{18} ((NDD_{ij} - ADD_{ij}) \cdot C_{ij}) \cdot \beta$$

Where:

- i= the applicable billing cycle month
- WNA<sub>i</sub> = Weather Normalization Adjustment
- j = the billing cycle
- NDD<sub>ij</sub> = the total normal heating degree days based upon the daily normal weather as determined in the most recent rate case.
- ADD<sub>ij</sub>= the total actual heating degree days, base 65° at the applicable weather station: Kansas City International Airport for the North-South region and Conception Missouri for the Northwest region.
- C<sub>ij</sub>= the total number of customer charges charged in billing cycle j and billing month i
- B = the applicable coefficient: **0.1234365** for the residential class, **0.2793279** for the small general sales class

1. Monthly WNA<sub>i</sub> = WNA<sub>i</sub> × Weighted Volumetric Rate (“WRVR”)<sub>i</sub>
2. For the residential rate class, the WRVR in the North-South and Northwest regions shall be equal to the Residential Distribution Commodity rate established at the conclusion of each general rate case. For Case No. GR 2021-0320, the amount is **\$x.xxxxx**.

For the small commercial rate class, the WRVR in the North-South and Northwest regions shall be equal to the Small Commercial Distribution Commodity rate established at the conclusion of each general rate case. For Case No. GR 2021-0320, the amount is **\$x.xxxxx**.

DATE OF ISSUE: July 7, 2022  
 ISSUED BY: Mike Beatty, Vice President

EFFECTIVE DATE: ~~August 6, 2022~~  
 August 13, 2022

FILED  
 Missouri Public  
 Service Commission  
 GR-2021-0320; YG-2023-0008

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 2 ~~Original~~ ~~Sheet No. 67~~  
Canceling P.S.C. MO. No. \_\_\_\_\_ Sheet No. \_\_\_\_\_

THE EMPIRE DISTRICT GAS COMPANY  
d/b/a Liberty Utilities or Liberty  
JOPLIN, MO 64802

FOR: RS and SGS Schedules

2nd Revised Sheet No. 67  
1st Revised Sheet No. 67

WEATHER NORMALIZATION ADJUSTMENT RIDER (Cont'd)

- 3. The Current Annual WNA amount (“CAWNA”) shall be the sum of the twelve Monthly WNA<sub>i</sub> for the revenue months in the applicable twelve-month period divided by the annual volumetric billing determinates set for the residential rate class or the Small General Service Class (whichever is applicable) in the most recent rate case.
- 4. Annual Reconciliation Rate (“ARR”): Three (3) months prior to the end of the twelve (12) months of billing of each CAWNA, the over- or under-billing of the numerator of the CAWNA shall be calculated based on nine (9) months actual sales and three (3) months projected sales. Three (3) months prior to the end of the twelve (12) months of billing of each ARR, the over- or under-billing of the ARR shall be calculated based on nine (9) months actual sales and three (3) months projected sales. The three (3) months projected sales associated with each CAWNA and ARR shall be trued-up with actuals upon calculation of the next applicable ARR. The amount of over or under billing shall be adjusted as ordered by the Commission, if applicable. The resulting amount shall be divided by the annual volumetric billing determinates set for the corresponding rate class in the most recent rate case.
- 5. The Company shall make a WNAR filing each calendar year to be effective for the November billing month at least sixty (60) days prior to the effective date. The first WNAR adjustment year will be for the time period from September 1, 2022 or the effective date of rates in this case through August 1, 2023. Each CAWNA and ARR will remain in effect for twelve (12) months. The total WNA Rider rate shall be the sum of all effective CAWNAs and ARRs.
- 6. There shall be a limit of \$0.05 per ccf on upward adjustments for the WNA and no limit on downward adjustment. Any WNA adjustment amounts in excess of \$0.05 per ccf will be deferred for recovery from customers in the next WNA adjustment and applicable to part a. below.
  - a. Each month, monthly interest at the Company's monthly short-term borrowing rate shall be applied to the Company's average beginning and ending monthly WNA balances. Corresponding interest income and expense amounts shall be recorded on a net cumulative basis for the WNA deferral period.

DATE OF ISSUE: July 7, 2022  
ISSUED BY: Mike Beatty, Vice President

EFFECTIVE DATE: ~~August 6, 2022~~  
August 13, 2022

FILED  
Missouri Public  
Service Commission  
GR-2021-0320; YG-2023-0008

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

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

~~Original~~ Sheet No. 68  
 Sheet No. \_\_\_\_\_

**THE EMPIRE DISTRICT GAS COMPANY**  
**d/b/a Liberty Utilities or Liberty**  
**JOPLIN, MO. 64802**

FOR: RS and SGS Schedules **2nd Revised Sheet No. 68**  
**1st Revised Sheet No. 68**

**Residential Rates for the North-South and Northwest regions:**

CAWNA Table:

<u>Period</u>	<u>Rate First Effective</u>	<u>Months</u>	<u>Rate Ending Effective</u>	<u>CSWNA (Annual)</u>
2024	4/1/2023	12	3/31/2024	TBD
2023	Effective Date of this Sheet		3/31/2023	0.0000

SRR Table:

<u>Period</u>	<u>Rate First Effective</u>	<u>Months</u>	<u>Rate Ending Effective</u>	<u>SRR (Annual)</u>
2024	4/1/2023	12	3/31/2024	TBD
2023	Effective Date of this Sheet		3/31/2023	0.0000

WNA Rider Rate:

<u>Period</u>	<u>Rate First Effective</u>	<u>Months</u>	<u>Rate Ending Effective</u>	<u>Monthly WNA Rider Rate</u>
2024	4/1/2023	12	3/31/2024	TBD
2023	Effective Date of this Sheet		3/31/2023	0.0000

DATE OF ISSUE: July 7, 2022  
 ISSUED BY: Mike Beatty, Vice President

EFFECTIVE DATE: ~~August 6, 2022~~  
 August 13, 2022

FILED  
 Missouri Public  
 Service Commission  
 GR-2021-0320; YG-2023-0008

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

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

~~Original Sheet No. 69~~  
 Sheet No. \_\_\_\_\_

**THE EMPIRE DISTRICT GAS COMPANY**  
**d/b/a Liberty Utilities or Liberty**  
**JOPLIN, MO. 64802**

FOR: RS and SGS Schedules 2nd Revised Sheet No. 69  
1st Revised Sheet No. 69

**Small Commercial Rates for the North-South and Northwest regions:**

CAWNA Table:

<u>Period</u>	<u>Rate First Effective</u>	<u>Months</u>	<u>Rate Ending Effective</u>	<u>CSWNA (Annual)</u>
2024	4/1/2023	12	3/31/2024	TBD
2023	Effective Date of this Sheet		3/31/2023	0.0000

SRR Table:

<u>Period</u>	<u>Rate First Effective</u>	<u>Months</u>	<u>Rate Ending Effective</u>	<u>SRR (Annual)</u>
2024	4/1/2023	12	3/31/2024	TBD
2023	Effective Date of this Sheet		3/31/2023	0.0000

WNA Rider Rate:

<u>Period</u>	<u>Rate First Effective</u>	<u>Months</u>	<u>Rate Ending Effective</u>	<u>Monthly WNA Rider Rate</u>
2024	4/1/2023	12	3/31/2024	TBD
2023	Effective Date of this Sheet		3/31/2023	0.0000

DATE OF ISSUE: July 7, 2022  
 ISSUED BY: Mike Beatty, Vice President

EFFECTIVE DATE: ~~August 6, 2022~~  
August 13, 2022

FILED  
 Missouri Public  
 Service Commission  
 GR-2021-0320; YG-2023-0008



**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No.	<u>2</u>	<u>1<sup>st</sup></u>	Revised	Sheet No.	<u>70</u>
Canceling P.S.C. MO. No.	<u>2</u>		Original	Sheet No.	<u>70</u>

**THE EMPIRE DISTRICT GAS COMPANY  
JOPLIN, MO 64802**

FOR: Sedalia, Missouri and Surrounding Rural Areas

**RESERVED FOR FUTURE USE  
GAS**

RESERVED FOR FUTURE USE

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DATE OF ISSUE: March 17, 2010  
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: April 1, 2010 **FILED**

Missouri Public  
Service Commission  
GR-2009-0434; YG-2010-0568

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No.	<u>2</u>	<u>1<sup>st</sup></u>	Revised	Sheet No.	<u>71</u>
Canceling P.S.C. MO. No.	<u>2</u>	<u>          </u>	Original	Sheet No.	<u>71</u>

**THE EMPIRE DISTRICT GAS COMPANY  
JOPLIN, MO 64802**

FOR: Sedalia, Missouri and Surrounding Rural Areas

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GAS**

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ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: April 1, 2010

**FILED**  
Missouri Public  
Service Commission  
GR-2009-0434; YG-2010-0568

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 2 1<sup>st</sup> Revised Sheet No. 71.a  
Canceling P.S.C. MO. No. 2 Original Sheet No. 71.a

**EMPIRE DISTRICT GAS CO.  
JOPLIN, MO 64802**

FOR: Sedalia, Missouri and Surrounding Rural Areas

**RESERVED FOR FUTURE USE  
GAS**

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Service Commission  
GR-2009-0434; YG-2010-0568

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 2 1st Revised Sheet No. 71.b  
Canceling P.S.C. MO. No. 2 Original Sheet No. 71.b

**EMPIRE DISTRICT GAS CO.  
JOPLIN, MO 64802**

FOR: Sedalia, Missouri and Surrounding Rural Areas

RESERVED FOR FUTURE USE  
GAS

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**FILED**  
Missouri Public  
Service Commission  
GR-2009-0434; YG-2010-0568

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 2 Original Sheet No. 72  
Canceling P.S.C. MO. No. \_\_\_\_\_ Sheet No. \_\_\_\_\_

**THE EMPIRE DISTRICT GAS COMPANY**  
**JOPLIN, MO 64802**

FOR: All Territory

**RIGHT-OF-WAY  
SCHEDULE ROW**

The Company shall track costs related to Right-of-Way (ROW) clearing (i.e. vegetation clearing, erosion control and pipeline identification/markings). A regulatory asset or liability shall result from the difference of the costs actually annually incurred and the target annual budget of \$106,000. This "tracker" shall create a regulatory asset or liability to track the difference between the amount spent and the target annual budget amount. If, at the time of its next general rate proceeding, the Company has reflected a net regulatory asset for this item on its books, the Company will not request recovery of it in rates. If, at the time of its next general rate proceeding, the Company has reflected a net regulatory liability for this item on its books, any party to that proceeding may request that such regulatory liability be reflected in rates, using an amortization period of five years, and the Company will support such a request.

EDG will submit an annual report to the Commission Staff detailing the number of miles of pipeline cleared, the cost per mile to clear the pipeline and the annual amount expended on its ROW clearing activities.

DATE OF ISSUE: March 17, 2010  
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: April 1, 2010

**FILED**  
Missouri Public  
Service Commission  
GR-2009-0434; YG-2010-0568