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.

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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

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Canceling P.S.C. MO. No.	2	2nd	Revised	Sheet No.	2

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

INDEX GAS

Gas rate schedules are available to communities and rural areas as indicated on the rate schedules provided in this index, subject to availability provisions of each schedule. Rate schedules applicable in the South, North, and NW Systems:

Type of Service	Schedule	Sheet No.
Communities Served		3
Description of Authorized Gas Service Territory		4
Gas Service Territory Map		8
Territory Details		8a-8m
Schedules Applicable to		
Residential Service	RS	9
Small General Service	SGS	10
Large General Service	LGS	11
Large Volume Service	LV	12
Large Volume Interruptible Service	LVI	14
Transportation Service		
Purpose		23
Availability of Transportation Service		23
Definitions		23
Transportation Program Provisions		28
Pipeline Capacity Release		32
Rate Schedules:		
Small General Service Transportation	SGST	33
Large General Service Transportation	LGST	34
Large Volume Flexible Rate Transportation Service	LVT	37
Large Volume Interruptible Transportation Service	LVIT	39
Special Contracts		41
Nominations		41
Balancing and Imbalances		41
Billing		42
Operational Flow Orders (OFO)		43
Measurement		44
Recording and Telemetry Equipment		44
Other Miscellaneous Services		45
Aggregation Pooling Service		46
Purchased Gas Adjustment Clause		54
Adjustment Statement (South System)		62
Adjustment Statement (North System)		63
Reserved for Future Use		64
Adjustment Statement (NW System)		65
Weather Normalization		66

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THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving Natural Gas Service

COMMUNITIES SERVED
GAS

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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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

AUTHORIZED SERVICE TERRITORY
GAS

South System

County	Township	Range	Sections
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	2[1], 3 – 6
Platte	52 North	35 West	1 – 3, 10 – 12
Platte	53 North	34 West	16 – 21, 28 – 35[2], 36
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		

[1] Starting Northwest Corner south 50', then east 2,000', then north 50', then west 2,000'.
[2] All except approximately beginning at the southeast corner of the southeast quarter then west approximately 795', then north approximately 980', then east approximately 795', then south approximately 980' to point of beginning pursuant to Exhibit A and Exhibit B of stipulation in Case No. GA-2023-0110.

All of the service territory displayed on this tariff sheet represents a service area certificate granted in Case No. GO-2006-0205 and Case No. GA-2023-0110.

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THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving Natural Gas Service

AUTHORIZED SERVICE TERRITORY
GAS

North System

County	Township	Range	Sections
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.

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THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving Natural Gas Service

AUTHORIZED SERVICE TERRITORY
GAS

NW System

County	Township	Range	Sections
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.

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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)

County	Township	Range	Sections
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

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

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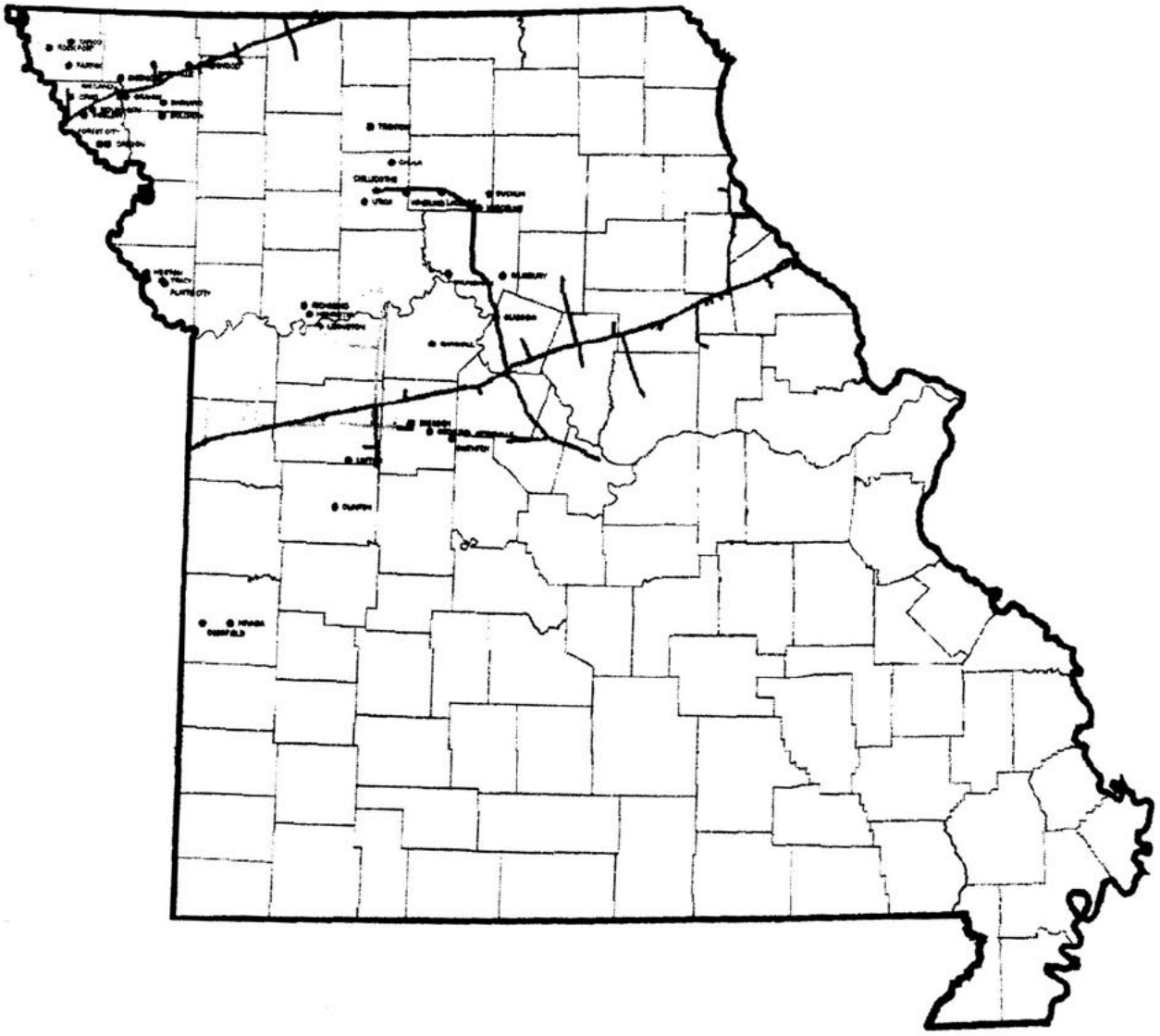
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THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving Natural Gas Service

GAS SERVICE TERRITORY MAP



Empire gas towns
Empire transmission lines
ANR
PEPL
SSTAR

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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.

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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.

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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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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.

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

For ALL TERRITORY

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

LARGE VOLUME FIRM GAS SERVICE (continued)
RATE SCHEDULE LVF

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.

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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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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.

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.

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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

(RESERVED FOR FUTURE USE)

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FOR: All Territory

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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.

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

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.

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

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.

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Missouri Public
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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.

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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.

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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).

THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving Natural Gas Service

TRANSPORTATION SERVICE
NATURAL GAS

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

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GR-2009-0434; YG-2010-0568

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.

THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving Natural Gas Service

TRANSPORTATION SERVICE
NATURAL GAS

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 1st each calendar year. All large volume sales service customers requesting transportation service must elect to do so in writing by May 1st 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.

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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.

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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.

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,

TRANSPORTATION SERVICES
(continued)

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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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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THE EMPIRE DISTRICT GAS COMPANY
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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.

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.

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

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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**:

Description	All Systems
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

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.

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

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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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TRANSPORTATION SERVICE
NATURAL GAS

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:

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.

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.

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.

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TRANSPORTATION SERVICE
NATURAL GAS

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 1st 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.

TRANSPORTATION SERVICE
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.

THE EMPIRE DISTRICT GAS COMPANY
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GR-2009-0434; YG-2010-0568

THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving Natural Gas Service

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THE EMPIRE DISTRICT GAS COMPANY
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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.

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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.

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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.

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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.

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

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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

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THE EMPIRE DISTRICT GAS COMPANY
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Joplin, MO 64802

FOR: All Communities and Rural Areas Receiving Natural Gas Service

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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

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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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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 and SGS	Rate Schedule LGS and LV	Rate Schedule LVI
Regular PGA	$0.60684	$0.60684	$0.60684
Actual Cost Adjustment	$0.20143	$0.20143	$0.00000
TOP Factor	$0.00000	$0.00000	$0.00000
TC Factor	$0.00000	$0.00000	$0.00000
Total PGA Per Ccf	$0.80827	$0.80827	$0.60684

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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 and SGS	Rate Schedule LGS and LV	Rate Schedule LVI
Regular PGA	$0.44899	$0.44899	$0.44899
Actual Cost Adjustment	$(0.10581)	$(0.10581)	$0.00000
TOP Factor	$0.00000	$0.00000	$0.00000
TC Factor	$0.00000	$0.00000	$0.00000
Total PGA Per Ccf	$0.34318	$0.34318	$0.44899

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.

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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 and SGS	Rate Schedule LGS and LV	Rate Schedule LVI
Regular PGA	$0.46302	$0.46302	$0.46302
Actual Cost Adjustment	$(0.04270)	$(0.04270)	$0.00000
TOP Factor	$0.00000	$0.00000	$0.00000
TC Factor	$0.00000	$0.00000	$0.00000
Total PGA Per Ccf	$0.42032	$0.42032	$0.46302

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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 (The Empire District Gas Company) 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:

$$\mathrm{WNA}_i = \sum_{j=1}^{n} \left(\left(NDD_{ij} - ADD_{ij} \right) \cdot C_{ij} \right) \cdot \beta$$

Where:

i	=	the applicable billing cycle month
WNA_i	=	Weather Normalization Adjustment
j	=	the billing cycle
n	=	the number of billing cycles
NDD_{ij}	=	the total normal heating degree days based upon the daily normal weather as determined in the most recent rate case.
ADD_{ij}	=	the total actual heating degree days, base 65° at the Kansas City International Airport weather station.
C_{ij}	=	the total number of customer charges charged in billing cycle j and billing month i
β	=	the applicable coefficient: **0.1234365** for the residential class, **0.2793279** for the small general sales class

1. Monthly WNA_i = WNA_i × Weighted Volumetric Rate ("WVR")$_i$

2. For the residential rate class, the WVR 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 **$0.21748**.

   For the small commercial rate class, the WVR 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 **$0.26033**.

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WEATHER NORMALIZATION ADJUSTMENT RIDER (Cont'd)

3. The Current Annual WNA amount ("CAWNA") shall be the sum of the twelve Monthly WNAi for the revenue months in the applicable twelve-month period divided by the annual volumetric billing determinants set for the residential rate class or the Small General Service Class (whichever is applicable) in the most recent rate case. The weather normalization adjustments for the July and August revenue months (revenue generated in July and August to be billed in August and September) will be assumed to be zero.

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 determinants set for the corresponding rate class in the most recent rate case.

5. The tariff filing for each WNAR rate for each 12 months ended August 31 will be filed at least 60 days prior to the next following November 1. The first WNAR adjustment year will be for the time period from the later of September 1, 2022 or the first of the month following the effective date of rates in this case through August 31, 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.

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

Calculation of Current Weather Adjustment Rate (WR):

Monthly WNA included in WNA Factor: Date of this Sheet through September 30, 2027

Residential Class

CAWNA

Sum of Monthly WNA / rate case billing determinates		0.03508
Annual Reconciliation Rate (ARR)	+	0.00402
WNA Rider Rate	=	0.03910/ccf

Small General Service Sales Class

CAWNA

Sum of Monthly WNA / rate case billing determinates		0.04209
Annual Reconciliation Rate (ARR)	+	0.00291
WNA Rider Rate	=	0.04500/ccf

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FOR: Sedalia, Missouri and Surrounding Rural Areas

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 2 _____ Original Sheet No. 72
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THE EMPIRE DISTRICT GAS COMPANY FOR: All Territory
JOPLIN, MO 64802

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/marking). 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.

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THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving Natural Gas Service

RULES AND REGULATIONS INDEX
GAS

			Sheet No.
1.	DEFINITIONS		R-3
2.	SERVICE AGREEMENTS		
	2.01	Applications for Service	R-5
	2.02	Term of Agreement	R-5b
	2.03	Agreements Not Transferable	R-5
	2.04	Deposits and Guarantees of Payment	R-6
	2.05	Discontinuance of Service	R-9
	2.06	Cold Weather Rule	R-14
	2.07	Charge for Connecting or Reconnecting Service	R-20
	2.08	Charge for Returned Checks	R-21
3.	SUPPLYING AND TAKING OF SERVICE		
	3.01	Interruptions of Gas Service	R-23
	3.02	Use of Gas Service	R-23
	3.03	Indemnity to Company	R-23
	3.04	Access to Customer's Premises	R-23
	3.05	Tapping of Company's Mains	R-24
	3.06	Location and Route of Company's Facilities	R-24
	3.07	Limitations of Gas Supply	R-24
4.	INSTALLATIONS		
	4.01	Customer's Installation	R-27
	4.02	Protection of Company's Property	R-27
5.	METERING		
	5.01	Meter Installations	R-28
	5.02	Measurement of Gas	R-28
	5.03	Meter Testing	R-29
	5.04	Billing Adjustments	R-29
	5.05	Non-Standard Metering Service (Opt-Out)	R-30.1
6.	METER READING, BILLING, AND COMPLAINT PROCEDURES		
	6.01	Billing and Reading of Meters	R-31
	6.02	Billing Period	R-31
	6.03	Choice and Application of Rates	R-31
	6.04	Billing and Payment Standards	R-33
	6.05	Level Payment Plan	R-36
	6.06	Disputes	R-37
	6.07	Settlement Agreements and Extension Agreements	R-39

FILED - Missouri Public Service Commission - 07/01/2026 - JG-2026-0154

RULES AND REGULATIONS INDEX
GAS

Sheet No.

6. METER READING, BILLING, AND COMPLAINT PROCEDURES (Continued)
   - 6.08 Commission Complaint Procedures R-40
   - 6.09 Late Payment Charge R-41

7. EXTENSION OF GAS FACILITIES
   - 7.01 Purpose and Availability R-42
   - 7.02 Definition of Terms R-42
   - 7.03 General Provisions R-44
   - 7.04 Application for Extension of Gas Facilities – Permanent Service R-45
   - 7.05 Application for Extension of Gas Facilities – Temporary or Limited Service R-46
   - 7.06 Extension Upgrade R-46
   - 7.07 Relocation or Conversion Request R-47
   - 7.08 Excess Facilities Request R-47
   - 7.09 Application Limitation R-47
   - 7.10 Extension Requests R-48

8. COMPLIANCE WITH RULES AND REGULATIONS
   - 8.01 Failure to Comply R-49

9. PROMOTIONAL PRACTICES
   - 9.01 Fuel Cost Comparisons R-50
   - 9.02 Equipment Selection R-50
   - 9.03 Energy Consulting R-50
   - 9.04 Promotion of High Efficiency Natural Gas Appliances R-50
   - 9.05 Educational Services R-50
   - 9.06 Residential Customer Purchase Plan R-51
   - 9.07 Low Income Affordability Program (LIAP) R-51a
   - 9.08 Low Income Weatherization Program R-51d
   - 9.10 High-Efficiency Appliance Rebate program R-51g
   - 9.11 EDG Energy Education program R-51h
   - 9.12 Energize EDG Homes program R-51i

10. SUMMARY OF TYPES AND AMOUNT OF CHARGES ALLOWED R-53

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

RULES AND REGULATIONS
GAS

1. DEFINITIONS

A. Bill means a written demand including if agreed to by the customer and the utility an electronic demand for payment for service and the taxes and franchise fees related to it.

B. Billing period means a normal usage period of not less than twenty-six (26) nor more than thirty-five (35) days for a monthly billed customer except for initial, corrected or final bills. Pursuant to the variances granted in Case No. GE-2026-0066 on September 24, 2026, from Commission Rules 20 CSR 4240-13.015(1)(C) and 13.020(1) and (6), bills issued in connection with the establishment, modification, or realignment of collective or joint billing arrangements may result in a billing period shorter or longer than twenty-six (26) to thirty-five (35) days in the following scenarios:

a. the addition/removal of an account to/from an existing collective or joint summary bill;
b. the creation of a new collective or joint summary bill;
c. when a landlord requests service be put in (or taken out of) their name on a “child” account;
d. when a landlord sets up a new owner allocation/default on new properties, but the locations are currently in the names of tenants, these will need to be aligned to the landlord parent account;
e. when a long or short bill, issued pursuant to a variance, must be corrected and reversed; and
f. Liberty offers a landlord revert or default option that automatically puts service in the landlord’s name when a tenant moves out. If service was not in the landlord’s name at the time of conversion/alignment activities, that account may not be aligned. Liberty will monitor and align these accounts once the default transfers back into the landlord’s name. This includes the scenario where a tenant moves in before a landlord alignment is complete, which may result in a tenant receiving two short/long bills.

C. Collective Account means multi-address accounts with single “parent” customer; multiple “child” invoices grouped into single invoice (e.g. landlords, commercial chains, multi-home customer)

D. Commission means the Missouri Public Service Commission.

E. Company means The Empire District Gas Company.

F. Complaint means an informal or formal complaint under Commission Rule 4 CSR 240-2.070 and Section 6.08 of these Rules.

G. Corrected Bill means any bill issued for a previously rendered bill.

H. Credit Score means a score, grade, or value that is derived by using data from a nationally known commercial credit source that uses data from a credit history model developed for the purpose of grading or ranking credit report data.

I. Customer means a person or legal entity responsible for payment for service except one denoted as a guarantor.

J. Cycle billing means a system which results in the rendition of bills to various customers on different days of a month.

K. Delinquent charge means a charge for utility service remaining unpaid at least twenty-one (21) days from the rendition of the bill by Company.

L. Delinquent date means the date stated on a bill, which shall be at least twenty-one (21) days from the rendition date of the bill, after which Company may assess an approved late payment charge in accordance with Company's tariff on file with the Commission.

M. Deposit means money paid in advance to Company for the purpose of securing payment of delinquent charges which might accrue to the customer who made the advance.

N. Discontinuance of service or discontinuance means a cessation of service not requested by a customer.

O. Due date means the date stated on a bill when the charge is considered due and payable.

P. Electronic Bill (ebill) means a bill delivered to an electronic address selected by the customer that can be viewed on a computer screen.

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RULES AND REGULATIONS
GAS

1. DEFINITIONS (Continued)

Q. Estimated bill means a charge for utility service which is not based on an actual reading of the meter or other registering device by an authorized Company representative.

R. Final Bill means a bill rendered for services through the final date of service.

S. Guarantee means a written promise from a Company approved third party to assume liability up to a specified amount for delinquent charges which might accrue to a particular customer.

T. Joint Billing Customer means single address, multi-service accounts (e.g. both sewer and gas services) grouped into single invoice.

U. Initial bill means the first bill rendered by a utility for a customer's service.

V. In dispute means any matter regarding a charge or service, which is the subject of an unresolved inquiry.

W. Late payment charge means an assessment on a delinquent charge in accordance with Company's tariff on file with the Commission and in addition to the delinquent charge.

X. Normal business hours means the hours of 8:00 a.m. to 5:00 p.m. Central Standard Time Monday through Friday, except Company observed holidays.

Y. Payment means cash, draft of good and sufficient funds or electronic transfer, offered by the Customer as compensation for services or products, as accepted by the Company for same.

Z. Payment Agreement means a payment plan entered into by a customer and the company,

AA. Purchased gas adjustment clause means the adjustment procedure approved by the Commission to recognize variations in the cost of purchased gas.

BB. Rendition of a bill means the date a bill is mailed, electronically delivered or hand delivered by Company to a customer.

CC. Residential service means the provision of or use of a utility service for domestic purposes.

DD. Settlement agreement means an agreement between a customer and Company which resolves any matter in dispute between the parties or provides for the payment of undisputed charges over a period longer than the customer's normal billing period.

EE Tariff means a schedule of rates, services and rules approved by the Commission.

FF. Termination of service or termination means a cessation of service requested by a customer.

GG. Utility means a gas corporation as those terms are defined in Section 386.020, RSMo.

HH. Utility charges means the rates for utility service and other charges authorized by the Commission.

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RULES AND REGULATIONS
GAS

2. SERVICE AGREEMENTS

2.01 Applications for Service

A. Before Company begins rendering any gas service, the person(s), firm, or corporation shall supply the information necessary to complete Company's Standard Application for Service. Such information may be supplied either in person in Company's office or by telephone. A separate application shall be made for each customer for each class of service at each metering point, and at each separate location. Areas separated by public streets or alleys shall be considered separate locations.

B. Company shall not be required to commence supplying gas service to a customer, or if commenced, Company may discontinue such service, if at the time of application such customer or any member of his/her household (either having received substantial benefit and use of the previous gas service) is indebted to Company for the same class of gas service previously supplied at such premises or any other jointly occupied premises until payment of, or satisfactory payment arrangements for, such indebtedness shall have been made. Connection of service prior to receiving any deposit which may be required under Section 2.04 of these Rules shall not invalidate Section 2.04.

C. When the Company refuses to provide service to an applicant, it shall inform the applicant in writing, and shall maintain a record of the written notice.

1. Reasons for Refusal of Service:
The Company may refuse to provide service to an applicant for service for one or more of the following reasons:

a. Failure to pay a delinquent account for the same class of service previously rendered by the Company or the Company's regulated affiliate to the applicant. The Company shall not be required to provide gas service if, at the time of application, there is an unpaid delinquent account, not in dispute, for service previously rendered by the Company at the same premises to the applicant's spouse, family member, or any other current occupant; or for service previously rendered by the Company at a different location to the applicant's spouse, family member, or any other occupant, if applicant also received substantial benefit from the previous gas service. The Company shall have the burden of proof to show that the applicant received substantial benefit and use of the service, or that the applicant is the legal guarantor, provided that such burden shall not apply if the applicant refuses to cooperate in providing or obtaining information the applicant has or should have regarding the applicant's residence history. The Company must have evidence under the terms of 4CSR 240-13.035 (2)(B)(1-4). This provision cannot be avoided by applicant's use of an alias or by substituting an application for service in the name of some other member of the household or any other person acting for or on behalf of the applicant as a device to escape payment of the applicant's unpaid obligation.

b. Failure to comply with the terms and conditions of a settlement agreement or Commission Order entered with respect to service previously rendered by the Company to the applicant.

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JG-2015-0023

2.01 Applications for Service (Continued)

c. Failure to post a deposit when applicable under the terms of 4 CSR 240-13.030.
d. Misrepresentation of identity or facts for the purpose of obtaining the service or failure to provide proper identification upon request by the Company.
e. As provided by State or Federal law.
f. Documented violation of the rules and regulations of the Company.
g. The Company may temporarily refuse service if the Company, due to inadequate facilities, cannot provide the requested service. The Company may refuse to provide service under this rule until adequate facilities can reasonably be made available by the Company and/or the applicant as appropriate.
h. Violation of any other rules of the Company's Commission approved tariff, which adversely affects the safety of the customer or other persons, or the integrity of the Company's system.
i. Hazards associated with the requested installation or equipment of the applicant.
j. If the structure(s) is inappropriately located on Company rights of way or easements.
j. Unauthorized use, interference, or diversion of the utility's service by the applicant, or by a previous owner or occupant who remains an occupant.
k. Failure to permit inspection, maintenance, replacement, or meter reading of utility equipment. If the applicant does not provide access to the Company for such purposes, the Company shall provide notice to the applicant regarding its need for inspection, maintenance, replacement, or meter reading of utility equipment and shall maintain an accurate record of the notice provided.

2. Reasons Insufficient to Refuse Service:
The Company shall not refuse to provide service to an applicant for service for any of the following reasons:
a. Failure of a previous occupant of the premises to pay a delinquent account unless previous occupant continues to reside with new applicant.
b. Failure to pay the bill of another customer, unless the applicant who is seeking service received substantial benefit and use of the service to that customer, or unless the applicant is the legal guarantor for a delinquent bill.
c. Failure to pay for non-utility merchandise or non-utility services purchased from or paid through the Company.
d. Failure to pay a bill correcting a previous underbilling due to misapplication of rate schedules provided the applicant enters a settlement agreement pursuant to these rules.

3. Written Notification of Refusal to Provide Service:
When the Company refuses to provide service to an applicant for service, the Company shall inform the applicant in writing of: The notice shall include one of the following:
a. Written notice by first class mail sent to the applicant; or
b. Written notice delivered in hand to the applicant; or
c. At least 2 phone call attempts reasonably calculated to reach the applicant.

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JG-2015-0023

The notice or information provided shall contain the following information;

a. The name and address of the applicant and the address where service is being requested
b. How the applicant may comply with the requirements to have service connected.
c. A phone number the applicant may call from the service location without incurring toll charges and the address of the Company prominently displayed where the applicant may make an inquiry.
d. The phone number of the Public Service Commission.
e. A statement in Spanish either –
   1. Advising the applicant that if they do not read English, to ask someone who does to translate the notice for them; or
   2. Advising the applicant to call the Company for assistance if the Company provides phone assistance in Spanish.

4. Notwithstanding any other provision of this rule, a utility may refuse to commence service temporarily for reasons of maintenance, health, safety, or a state of emergency until the reason for such refusal has been resolved.

D. It is customer's responsibility to notify Company of any permanent changes in load characteristics or service requirements.

2.02 Term of Agreement

A. Commencement of service by Company in conformance with the request of the customer and acceptance of service by the customer shall be considered as an agreement on the part of the customer to receive service under these Rules. In absence of a contract for service, the obligations of both parties shall continue on a month-to-month basis until terminated by mutual consent of Company and the customer.

B. A reasonable time for cessation of service shall prevail when service is terminated.

2.03 Agreements Not Transferable

Gas service supplied under an agreement is for the customer's use within or upon the premises served and for the purpose designated in the agreement, and such agreement is not transferable without the written consent of Company.

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JG-2015-0023

RULES AND REGULATIONS
GAS

2.04 Deposits and Guarantees of Payment

A. Prompt connection of service in advance of collection of a deposit from the customer shall not affect the requirement for such deposit by the customer where a deposit is required.

B. Company may require a security deposit or other guarantee from new residential customers as a condition of service due to any of the following:

(1) The customer has outstanding with a utility providing the same type of service an unpaid bill which accrued within the last five (5) years and at the time of the request for service remains unpaid and not in dispute.

(2) The customer has in an unauthorized manner interfered with or diverted the service of a utility providing the same service situated on or about or delivered to the customer's premises within the last five (5) years.

(3) The customer is unable to establish an acceptable credit rating. If the customer has insufficient credit history to determine a credit score, then the customer shall be deemed to have established an acceptable credit rating if the customer meets any of the following criteria:

(a) Owns or is purchasing a home.
(b) Is and has been regularly employed on a full-time basis for at least one (1) year.
(c) Has an adequate regular source of income.
(d) Can provide adequate credit references from a commercial credit source.

C. Company may require a security deposit or other guarantee as a condition of continued or re-established service to any residential customer at a new or old location due to any of the following:

(1) The service of the customer has been discontinued by Company for nonpayment of a delinquent account not in dispute.

(2) In an unauthorized manner, the customer interfered with or diverted the service of Company situated on or about or delivered to the customer's premises.

(3) The customer has failed to pay an undisputed bill on or before the delinquent date for five (5) billing periods out of twelve (12) consecutive billing periods. The Company may not require a deposit from a customer if such customer has consistently made a payment for each month during the twelve (12) consecutive months, provided that each payment is made by the delinquent date; and each payment made is at least seventy five dollars ($75), or twenty five percent (25%) of the total outstanding balance, provided that the outstanding balance is three hundred dollars ($300) or less, or to any customer making payments under a payment plan previously arranged with the Company; or

.

(4) A non-residential Customer has failed to pay an undisputed bill on or before the delinquent date for two out of six (6) consecutive billing periods and

(5) Prior to requiring a customer to post a deposit under this Section, Company shall send the customer a written notice explaining Company's right to require a deposit or include such explanation with each written discontinuance notice.

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JG-2015-0023

2.04 Deposits and Guarantees of Payment (Continued)

D. Deposits for gas service assessed to residential customers under the provisions of Sections (C)(1) or (C)(3) of this Rule during the months of November, December, and January may, if the customer is unable to pay the entire deposit, be paid by installments over a six (6) month period.

E. A cash security deposit, surety bond, irrevocable letter of credit, expedited billing agreement, or other guarantees acceptable to Company may be required on all new nonresidential customers. A new nonresidential customer is a customer that is not currently receiving nonresidential service from Company at another location.

F. A cash security deposit, surety bond, irrevocable letter of credit, expedited billing agreement or other guarantees acceptable to Company may be required as a condition of continued service to any existing nonresidential customer due to any of the following:

(1) The service of the customer has been discontinued by Company for nonpayment of a delinquent account not in dispute.

(2) The customer has failed to pay an undisputed bill before the delinquency date for two (2) billing periods out of twelve (12) consecutive billing periods or has had any checks returned for insufficient funds, excluding bank error.

(3) The customer has in an unauthorized manner interfered with or diverted the service.

(4) The customer has an unsatisfactory credit rating from a financial institution or credit rating agency commonly recognized in the financial community.

(5) Misrepresentation of identity for the purpose of obtaining utility service.

(6) It has been indicated in a public medium that the customer is experiencing financial difficulties.

G. A security deposit required pursuant to these Rules is subject to the following terms and conditions:

(1) A deposit shall not exceed two (2) times the highest bill for utility charges actually incurred or estimated to be incurred by the customer during the most proximate twelve (12) month period at the service location or, in the case of a new customer, who is assessed a deposit under Section 2.04 (B) (3) of this Rule, one-sixth (1/6) of the estimated annual bill for utility charges at the requested service location.

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2.04 Deposits and Guarantees of Payment (Continued)

(2) The customer deposit interest during the calendar year will be simple interest of one percentage point (1.0%) above the prime rate published in the Wall Street Journal on the last business day in December of the prior year. Pursuant to the variance granted in Case No. GE-2026-0066, interest shall be either credited to the service account of the customer on a billing period basis (when each bill is issued) or paid upon the return of the deposit, whichever occurs first. Interest shall not accrue on any deposit after the date Company has made a reasonable effort to return such deposit to the customer. This Rule shall not preclude Company from crediting interest upon each service account during one (1) billing cycle annually.

(3) Upon discontinuance or termination of service other than for a change of service address, the deposit shall be credited, with accrued interest, to the utility charges on the final bill. The balance, if any, shall be returned to the customer within twenty-one (21) days of the rendition of the final bill.

(4) Upon satisfactory payment of all undisputed gas charges during the last twelve (12) months, it shall be promptly refunded or credited, with accrued interest, against charges stated on subsequent bills. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent provided it is not in dispute. Payment of a disputed bill shall be satisfactory if made within ten (10) days of resolution or withdrawal of the dispute. Company may withhold refund of a deposit pending the resolution of a dispute with respect to charges secured by the deposit. Security deposits from nonresidential customers may be retained by the Company as a guarantee of final bill. Only new customers taking service after the effective date of April 1, 2010 shall be subject to the requirement.

(5) Company shall maintain records, which show the name of each customer who has posted a deposit, the current address of the customer, the date and amount of deposit, the date and amount of interest paid, and information to determine the earliest possible refund date.

(6) Each customer posting a security deposit shall receive in writing at the time of tender of deposit or with the first bill a receipt as evidence of deposit, unless Company shows the existence or nonexistence of a deposit on the customer's bill, in which event the receipt shall not be required unless requested by the customer. The receipt shall contain the following minimum information: name of customer, date of payment, amount of payment, identifiable name, signature, and title of Company employee receiving payment, and statement of the terms and conditions governing the payment, retention, and return of deposits.

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RULES AND REGULATIONS
GAS

2.04 Deposits and Guarantees of Payment (Continued)

(7) The Company shall not deprive a customer of a deposit return within five (5) years following the date that the customer is due for a deposit return, even though the customer may be unable to provide the original receipt; provided that the customer can produce adequate identification.

(8) No deposit or guarantee or additional deposit or guarantee shall be required by Company because of a customer's race, sex, creed, national origin, marital status, age, number of dependents, source of income, disability, or geographical area of residence.

(9) Company shall provide means by which a residential Customer required to make a deposit may pay the deposit in installments unless:

(a) Applicant or Customer has in an unauthorized manner, interfered with, or diverted the same type of service within the last five years; or

(b) The Applicant or Customer has in an unauthorized manner interfered with, diverted, or used the service of the Company situated on or about or delivered to the premises; or

(c) A likelihood that the Applicant or Customer does not intend to pay for the service.

H. In lieu of a deposit, Company may accept a written guarantee. The limit of the guarantee shall not exceed the amount of a cash deposit.

I. A guarantor shall be released upon satisfactory payment of all undisputed gas charges during the last twelve (12) billing months. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent provided it is not in dispute. Payment of a disputed bill shall be satisfactory if made within ten (10) days of resolution or withdrawal of the dispute. Company may withhold the release of the guarantor pending the payment of all undisputed charges or the resolution of a matter in dispute or unauthorized interference by the customer.

J. Company may apply all deposits subject to refund against existing undisputed utility charges provided the amount of the refund is identified and disclosed on the bill. Deposits otherwise subject to refund may be withheld pending the outcome of any dispute.

2.05 Discontinuance of Service

A. Company may discontinue service to a residential customer for one (1) or more of the following reasons:

(1) Nonpayment of an undisputed delinquent charge.

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JG-2015-0023

2.05 Discontinuance of Service (Continued)

(2) Failure to post a required security deposit or guarantee.

(3) Unauthorized interference, diversion, or use of Company's service situated or delivered on or about the customer's premises.

(4) Failure to comply with the terms and conditions of a settlement agreement.

(5) Refusal to grant access at reasonable times to equipment installed upon the premises of the customer for the purposes of inspection, meter reading, maintenance, or replacement. If Company has a reasonable belief that health or safety is at risk, notice at the time inspection is attempted is reasonable.

(6) Misrepresentation of identity for the purpose of obtaining utility service.

(7) Violation of any other Rules of Company approved by the Commission which adversely affects the safety of the customer or other persons, or the integrity of Company's delivery system.

(8) As provided by state or federal law.

B. None of the following shall constitute sufficient cause for Company to discontinue service:

(1) The failure of a customer to pay for merchandise, appliances, or services not subject to Commission jurisdiction as an integral part of the utility service provided by Company.

(2) The failure of the customer to pay for service received at a separate metering point, residence, or location. In the event of discontinuance or termination of service at a separate residential metering point, residence, or location, in accordance with these Rules, Company may transfer and bill any unpaid balance to any other residential service account of the customer, and may discontinue service after twenty-one (21) days after rendition of the combined bill, for nonpayment, in accordance with this Rule.

(3) The failure of the customer to pay for a different class of service received at the same or different location. The placing of more than one (1) meter at the same location for the purpose of billing the usage of specific devices under optional rate tariffs or provisions is not considered as a different class of service for the purpose of this Rule.

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2.05 Discontinuance of Service (Continued)

(4) The failure to pay the bill of another customer, unless the customer whose service is sought to be discontinued:

(a) Received substantial benefit and use of the service, or
(b) Served as a guarantor for an account where service was discontinued or terminated and the account has an unpaid delinquent charge.

(5) The failure of a previous owner or occupant of the premises to pay an unpaid or delinquent bill except where the previous occupant remains an occupant or user.

(6) The failure to pay a bill correcting a previous underbilling, whenever the customer claims an inability to pay the corrected amount, unless Company has offered the customer a payment arrangement equal to the period of underbilling.

C. Subject to the requirements of these Rules, Company may discontinue service to a residential customer between the hours of 8:00 a.m. and 4:00 p.m. on the date specified on the notice of discontinuance or within thirty (30) business days after that. Service shall not be discontinued on a day when Company personnel are not available to reconnect the customer's service, or on a day immediately preceding such a day. After the thirty (30) business day effective period of the notice, all notice procedures required by this Rule shall again be followed before Company may discontinue service.

D. The notice of discontinuance shall contain the following information:

(1) The name and address of the customer and the address, if different, where service is rendered.

(2) A statement of the reason for the proposed discontinuance of service and the cost for reconnection.

(3) The date on or after which service will be discontinued unless appropriate action is taken.

(4) How a customer may avoid the discontinuance.

(5) The possibility of a settlement agreement if the claim is for a charge not in dispute and the customer is unable to pay the charge in full at one (1) time.

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Service Commission
JG-2015-0023

2.05 Discontinuance of Service (Continued)

(6) A telephone number the customer may call from the service location without incurring toll charges and the address of Company prominently displayed where the customer may make an inquiry. Charges for measured local service are not toll charges for purposes of this Rule.

E. Company shall not discontinue residential service pursuant to Section (A) unless written notice by first class mail is sent to the customer at least ten (10) days prior to the date of the proposed discontinuance. Service of notice by mail is complete upon mailing. As an alternative, Company may deliver a written notice in hand to the customer at least ninety-six (96) hours prior to discontinuance. Company shall maintain an accurate record of the date of mailing or delivery. A notice of discontinuance of service shall not be issued as to that portion of a bill which is determined to be an amount in dispute pursuant to Sections 4 CSR 240-13.045 (5) and (6) of Commission Rules and Section 6.06 (E) and (F) of these Rules that is currently the subject of a dispute pending with Company or complaint before the Commission, nor shall such a notice be issued as to any bill or portion of a bill which is the subject of a settlement agreement except after breach of a settlement agreement. If Company inadvertently issues the notice, Company shall take necessary steps to withdraw or cancel the notice.

F. At least ten (10) days prior to discontinuance of service for nonpayment of a bill or deposit at a multi-dwelling unit residential building at which usage is measured by a single meter, notices of Company's intent to discontinue shall be conspicuously posted in public areas of the building provided, however, that these notices shall not be required if Company is not aware that said structure is a single-metered multi-dwelling unit residential building. The notices shall include the date on or after which discontinuance may occur, and advise of tenant rights pursuant to Section 441.650, RSMo. Company shall not be required to provide notice in individual situations where safety of employees is a consideration.

G. At least ten (10) days prior to discontinuance of service for nonpayment of a bill or deposit at a multi-dwelling unit residential building where each unit is individually metered at which a single customer is responsible for payment for service in all units in the building, or at a residence in which the occupant using gas service is not Company's gas customer, Company shall give the occupant(s) a written notice of its intent to discontinue service provided, however, that this notice shall not be required unless one (1) occupant has advised Company, or Company is otherwise aware that s/he is not the customer.

H. In the case of a multi-dwelling unit residential building where each unit is individually metered and the Company seeks to discontinue service for any lawful reason to at least one (1) but not all of the units in the building, and access to a meter that is subject to discontinuance is restricted, such as where the meter is located within the building, the Company may send written notice to the owner/landlord of the building or the owner/landlord's agent (owner) requesting the owner to make arrangements with the Company to provide access to such meter(s). If within ten (10) days of receipt of the notice, the owner fails to make reasonable arrangements to provide the Company access to such meter(s) within thirty (30) days of the date of the notice, or if the owner fails to keep such arrangements, the Company shall have the right to gain access to its meter(s) for the purpose of discontinuing utility services the owner's expense. Such expense may include, but shall not be limited to costs to pursue court-ordered access to the building, such as legal fees, court costs, sheriff's law enforcement fees, security costs, and locksmith charges.

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Service Commission
JG-2015-0023

2.05 Discontinuance of Service (Continued)

The Company's right to collect the costs for entry to its meter will not be permitted if the Company fails to meet the obligation to keep the access arrangements agreed upon between the owner and the Company. Notice by the Company under this section shall inform owner (a) of the Company's need to gain access to its meter(s) to discontinue utility service to one (1) or more tenants in the building, and (b) of the owner's liability in the event that owner fails to make or keep access arrangements. The notice shall state the Company's normal business hours. The Company shall render one (1) or more statements to the owner for any amounts due to the Company under this section. Any such statement shall be payable by the delinquent date stated thereon, and shall be subject to late payment charges at the same rate provided in the Company's tariff pertaining to general residential service.

I. In the case of a multi-dwelling unit residential building where each unit is individually metered or in the case of a single family residence, the notice provided to the occupant of the unit about to be discontinued shall outline the procedure by which the occupant may apply in his/her name for service of the same character presently received through that meter.

J. At least twenty-four (24) hours preceding discontinuance of service, Company shall make reasonable efforts to contact the customer to advise him/her of the proposed discontinuance and what steps must be taken to avoid it. Reasonable efforts shall include either a written notice following the notice pursuant to Section (D), a door hanger, or at least two (2) telephone call attempts reasonably calculated to reach the customer.

K. Immediately preceding the discontinuance of service, the employee of Company designated to perform this function, except where the safety of the employee is endangered, shall make a reasonable effort to contact and identify him/herself to the customer or responsible person then upon the premises and shall announce the purpose of his/her presence. When service is discontinued, the employee shall leave a notice upon the premises in a manner conspicuous to the customer that service has been discontinued, and the address and telephone number of Company where the customer may arrange to have service restored.

L. Notwithstanding any other provision of these Rules, Company shall postpone the discontinuance of gas service to a residential customer for a time not in excess of twenty-one (21) days, if Company is advised the discontinuance will aggravate an existing medical emergency of the customer, a member of his/her family, or other permanent resident of the premises where service is rendered. Company may require a customer to provide satisfactory evidence that a medical emergency exists.

M. Notwithstanding any other provision of these Rules, Company may discontinue service temporarily for reasons of maintenance, health, safety, or a state of emergency.

N. Upon the customer's request, Company shall restore service consistent with all other provisions of these Rules when the cause for discontinuance has been eliminated, applicable restoration charges have been paid, and, if required, satisfactory credit arrangements have been made. At all times a reasonable effort shall be made to restore service upon the day restoration is requested, and in any event, restoration shall be made no later than the next business day following the day requested by the customer. Company may charge the customer a reasonable fee for restoration of service as provided in Company approved tariffs.

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THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving Natural Gas Service

RULES AND REGULATIONS
GAS

2.06 Cold Weather Rule

A. The following definitions shall apply in this Rule:

(1) Energy Crisis Intervention Program (ECIP) means the federal ECIP administered by the Missouri Division of Family Services under Section 660.100, RSMo;

(2) Heat-related utility service means any gas service that is necessary to the proper function and operation of a customer's heating equipment;

(3) Low Income Home Energy Assistance Program (LIHEAP) means the federal LIHEAP administered by the Missouri Division of Family Support Division under Section 660.110, RSMo;

(4) Registered elderly or disabled customer means a customer's household where at least one (1) member of the household has filed with the Company a form approved by the Company attesting to the fact that s/he:

(a) Is sixty-five (65) years old or older;

(b) Is disabled to the extent that s/he has filed with the Company a medical form submitted by a medical physician attesting that such customer's household must have gas service provided in the home to maintain life or health; or

(c) Has a formal award letter issued from the federal government of disability benefits. In order to retain his/her status as a registered elderly or disabled customer, each such customer must renew his/her registration with the Company annually. Such registration should take place by October 1 of each year following his/her initial registration; and

(5) Low income registered elderly or disabled customer means a customer registered under the provisions of subsection A (3) of this Rule whose household income is less that one hundred fifty percent (150%) of the federal poverty guidelines, and who has a signed affidavit attesting to that fact of file with the Company. The Company may periodically audit the incomes of low income registered elderly or disabled customers. If, as a result of an audit, a registered low income elderly or disabled customer is found to have materially misrepresented his/her income at the time the affidavit was signed, that customer's service may be discontinued per the provisions of this Rule that apply to customers who are not registered low income elderly or disabled customers and payment of all amounts due, as well as, a deposit may be required before service is reconnected.

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2.06 Cold Weather Rule (Continued)

B. This Rule takes precedence over other Rules on provision of heat-related utility service from November 1 through March 31 annually.

C. Notice Requirements. From November 1 through March 31, prior to discontinuance of service due to nonpayment, Company shall;

(1) Notify the customer, at least ten (10) day prior to the date of the proposed discontinuance, by first class mail, and in the case of a registered elderly or disabled customer the additional party listed on the customer's registration form of Company's intent to discontinue service. The contact with the registered individual shall include initially two (2) or more telephone call attempts with the mailing of the notice;

(2) Make further attempts to contact the customer within ninety-six (96) hours preceding discontinuance of service either by a second written notice as in Section C (1), sent by first class mail; or a door hanger; or at least two (2) telephone call attempts to the customer;

(3) Attempt to contact the customer at the time of the discontinuance of service in the manner specified by Section 2.05 J;

(4) Make a personal contact on the premises with a registered elderly or disabled customer or some member of the family above the age of fifteen (15) years, at the time of the discontinuance of service; and

(5) Ensure that all of the notices and contacts required in this Section shall describe the terms for provisions of service under this Rule, including the method of calculation the required payments, the availability of financial assistance from the Division of Family Services, and social service or charitable organizations that have notified Company that they provide assistance and the identity of those organizations.

D. The Company will not make oral representations of service termination for nonpayment when termination would occur on a known "no-cut" day as governed by the temperature moratorium.

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2.06 Cold Weather Rule (Continued)

E. Weather Provisions. Discontinuance of gas service to all residential users, including all residential tenants of apartment buildings, for nonpayment of bills where gas is used as the source of space heating or to control or operate the only space heating equipment at the residence is prohibited as follows:

(1) On any day when the National Weather Service local forecast between 6:00 a.m. to 9:00 a.m., for the following twenty-four (24) hours predicts that the temperature will drop below thirty-two degrees Fahrenheit (32°F); or

(2) On any day when Company personnel will not be available to reconnect gas service during the immediately succeeding day(s) (Period of Unavailability) and the National Weather Service local forecast between 6:00 a.m. and 9:00 a.m. predicts that the temperature during the Period of Unavailability will drop below thirty-two degrees (32°F); or

(3) From November 1 through March 31, for any registered low income elderly or low income disabled customer (as defined in this Rule), provided that such customer has entered into a Cold Weather Rule payment plan, made the initial payment required by Section J of this Rule and has made and continues to make payments during the effective period of the Rule that are at a minimum the lesser of fifty percent (50%) of:

(a) The actual bill for usage in that billing period; or

(b) The levelized payment amount agreed to in the Cold Weather Rule payment plan. Such reductions in payment amounts may be recovered by adjusting the customer's subsequent levelized payment amounts for the months following March 31.

(4) Nothing in the Section shall prohibit Company from establishing a higher temperature threshold below which it will not discontinue gas service.

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RULES AND REGULATIONS
GAS

2.06 Cold Weather Rule (Continued)

F. Discontinuance of Service. From November 1 through March 31, Company may not discontinue heat-related residential utility service due to nonpayment of a delinquent bill or account provided:

(1) The customer contacts Company and states his/her inability to pay in full;

(2) Company receives an initial payment and the customer enters into a payment agreement both of which are in compliance with Section J of this Rule;

(3) The customer complies with Company's requests for information regarding the customer's monthly or annual income; and

(4) There is no other lawful reason for discontinuance of gas service.

G. Whenever a customer, with a Cold Weather Rule payment agreement, moves to another residence within the Company's service area, the Company shall permit the customer to receive service if the customer pays in full the amounts that should have been paid pursuant to the agreement up to the date service is requested, as well as, amounts not included in a payment agreement that have become past due. No other change to the terms of service to the customer by virtue of the change in the customer's residence with the exception of an upward or downward adjustment to payments necessary to reflect any changes in expected usage between the old and new residence shall be made.

H. Deposit Provisions. Company shall not assess a new deposit or bill deposits that were previously assessed during or after the period of this Rule to those customers who enter into a payment agreement and make timely payments in accordance with this Rule.

I. Reconnection Provisions. If Company has discontinued heat-related utility service to a residential customer due to nonpayment of a delinquent account, Company, from November 1 through March 31, shall reconnect service to that customer without requiring a deposit; provided:

(1) The customer contacts Company, requests Company to reconnect service, and states an inability to pay in full;

(2) Company receives an initial payment and the customer enters into a payment agreement both of which are in compliance with Section J of this Rule;

(3) The customer complies with the request of Company for information regarding the customer's monthly or annual income;

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2.06 Cold Weather Rule (Continued)

(4) None of the amount owed is an amount due as a result of unauthorized interference, diversion, or use of Company's service, and the customer has not engaged in such activity since last receiving service; and

(5) There is no other lawful reason for continued refusal to provide utility service.

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

(1) A pledge of an amount equal to any payment required by this Section by the agency which administers LIHEAP, shall be deemed to be the payment required. Company shall confirm in writing the terms of any payment agreement under this Rule, unless the extension granted the customer does not exceed two (2) weeks.

(2) Payment Calculations.

(a) Company shall first offer a twelve (12) month level payment plan that is designed to cover the total of all preexisting arrears, current bills, and Company's estimate of the ensuing bills.

(b) If the customer states an inability to pay the level payment plan amount, Company and the customer may upon mutual agreement enter into a payment agreement which allows payment of preexisting arrears over a reasonable period in excess of twelve (12) months. In determining a reasonable period of time, Company and the customer shall consider the amount of the arrears, the time over which it developed, the reasons why it developed, the customer's payment history and the customer's ability to pay.

(c) Company shall permit a customer to enter into a payment agreement to cover the current bill plus arrearage in fewer than twelve (12) months if requested by the customer.

(d) Company may revise the required payment in accordance with its levelized payment plan.

(e) If a customer defaults on a Cold Weather Rule payment agreement but has not yet had service discontinued by the Company, the Company shall permit such customer to be reinstated on the payment agreement if the customer pays in full the amounts that should have been paid pursuant to the agreement up to the date service is requested, as well as, amounts not included in a payment agreement that have become past due.

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2.06 Cold Weather Rule (Continued)

(3) Initial Payments.

(a) For a customer who has not defaulted on a payment plan under the Cold Weather Rule, the initial payment shall be no more than twelve percent (12%) of the twelve (12) month levelized amount calculated in Section J (2) of this Rule unless the Company and the customer agree to a different amount.

(b) For a customer who has defaulted on a payment plan under the Cold Weather Rule, the initial payment shall be the lesser of fifty percent (50%) or five hundred dollars ($500) of the preexisting arrears.

(c) For a customer who has defaulted on a payment plan under the fifty percent or five hundred dollar section of the Cold Weather Rule, the initial payment shall be an amount equal to eighty percent (80%) of the customers balance, unless Company and the customer agree to different amount.

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

L. The Commission shall recognize and permit recovery of reasonable operating expenses incurred by Company because of this Rule.

M. Company may apply for a variance from this Rule by filing an application for variance with the Commission pursuant to the Commission's Rules of procedures. The Company may also file for Commission approval of a tariff or tariffs establishing procedures for limiting the availability of the payment agreements under Section J of this Rule to customers residing in households with income levels below one hundred fifty percent (150%) of the federal poverty level, and for determining whether, and under what circumstances, customers who have subsequently defaulted on a new payment plan calculated under Section J (3) (b) should be required to pay higher amounts toward delinquent installments owed under that payment plan

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JG-2015-0023

2.07 Charge for Connecting or Reconnecting Service

A. If gas service is discontinued for violation of any of the terms or conditions of any service agreement or on account of a delinquent service bill, a charge shall be made to the customer whose service was discontinued to cover the cost of reconnecting service before service will be resumed. This Reconnection Charge shall be assessed to the customer per Section 10 of these Rules.

B. There is no charge for service connections during normal business hours. Where service connections are made outside of normal business hours, the same charge shall apply as for reconnecting service. This Connection Charge shall be assessed to the customer per Section 10 of these Rules.

C. When it is necessary for a Representative of the Company to visit the service address for the purpose of disconnecting gas service and the Representative collects the delinquent payment amount, a Collection Charge shall be assessed to the customer as per Section 10 of these Rules.

D. In the event a customer orders a disconnection and a reconnection of service at the same premise within a period of twelve (12) months, Company will collect, as a reconnection charge, the sum of such minimum bills as would have occurred during the period of disconnection, but in no event less than the Reconnection Charge in Sec. 2.07A of these Rules.

E. Charges in this Section do not cover any extension that may be necessary to provide customer service. Charges for and conditions of extending gas service as described in Section 7 and listed in Section 10.

F. A disconnection charge shall apply to all customers disconnecting service.

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GR-2009-0434; YG-2010-0568

2.08 Charge for Returned Checks

If a Customer tenders to the Company a check, draft, or a payment order in payment for service billed which is ultimately dishonored for reasons other than bank error, the Customer shall pay to the Company a charge as described in Section 2.08 and listed in Section 10 of these Rules to cover the cost of processing the returned check, draft, or payment order plus the amount owed for service plus any late payment fee which may result. If the returned check, draft, or payment order is for payment for both gas and electric service, only one returned check charge will be collected by the Company.

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THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving Natural Gas Service

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GR-2009-0434; YG-2010-0568

RULES AND REGULATIONS
GAS

3. SUPPLYING AND TAKING OF SERVICE

3.01 Interruptions of Gas Service

Company shall not be responsible for any failure or interruption of gas service unless such failure or interruption is due to the willful and wanton misconduct of Company.

3.02 Use of Gas Service

A. Gas supplied is for the personal use of the customer.

B. The customer shall not sell the gas purchased from Company to any other customer, company, or person. The customer shall not deliver the gas purchased from Company to any connection wherein such gas is delivered off of customer's premises to another premise. For violation of this Rule, Company may remove its meter(s) and discontinue service. Customers receiving gas on retail rate tariffs shall not be permitted to submeter and resell gas.

3.03 Indemnity to Company

The customer shall indemnify, save harmless, and defend Company against all claims, damages, costs, or expenses for loss, damage, or injury to persons or property in any manner directly or indirectly connected with or growing out of the distribution and use of gas by the customer at or on the customer's side of the point of delivery.

3.04 Access to Customer's Premises

Access shall be given Company's duly authorized employees or agents to the customer's premises at all reasonable times for the purpose of inspecting, reading, repairing, installing, adjusting, caring for, or removing all of its apparatus used in connection with supplying gas service. At the termination of any service agreement, Company shall be permitted access to remove all its properties from the customer's premises. Company shall have the right to enter upon the customer's premises to discontinue, cut off, and remove its gas service as soon as and as often as default shall be made by the customer which results in the termination of the service agreement. The customer shall be subject to and conform to such reasonable Rules as Company may establish to govern the general use of the gas it supplies.

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RULES AND REGULATIONS
GAS

3.05 Tapping of Company's Mains

No person other than a duly authorized representative of Company shall be authorized to tap or connect a service pipe to Company's gas supply mains

3.06 Location and Route of Company's Facilities

When extending gas service to customers, the route and location of Company facilities, including mains and services, shall be determined at the sole discretion of Company whether the extensions are being made at no cost to the customer or under an arrangement requiring a customer advance or contribution. The location and route of facilities installed shall be in conformance with good practice for the overall gas distribution system taking all factors into consideration including safety, present and estimated future capacity requirements, and overall installation costs.

3.07 Limitations of Gas Supply

PURPOSE: The purpose of this Rule is to establish the priority of service during periods of supply deficiencies.

CURTAILMENT: During periods of curtailment or limitation of gas supply by its suppliers, Company will curtail or limit gas service to its customers (or conversely, allocate its available supply of gas) as provided in this Rule. Curtailment may be initiated due to a supply deficiency, or due to weather or other operating conditions, or a combination thereof.

PRIORITY OF SERVICE: Company will make every reasonable attempt to maintain continuous gas service to customers. The following priorities will be followed when operational and supply conditions require service interruptions with highest priorities listed first:

1. Residential Service and Small General Service)
2. Large General Service
3. Large volume interruptible

For the purpose of this Section, the definition of terms describing priority categories shall be those set forth by the Federal Power Commission in Order Nos. 493 and 493-A, Docket No. R-474 and in Opinion No. 805 in Docket No. RP75-62 as modified by the Federal Energy Regulatory Commission's Order No. 29 except that the definitions of "essential agricultural requirements" and "essential industrial process and feedstock requirements" shall be those specified from time to time by the responsible federal agencies under the Natural Gas Policy Act of 1978.

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GR-2021-0320; YG-2023-0008

3.07 Limitations of Gas Supply (Continued)

The volumes utilized in classifying a customer's requirements, other than those for essential agricultural users, into priority categories shall be his/her monthly or average daily requirement in the month of his/her maximum demand occurring during the year ended December 1973, adjusted for known changes. Company shall at least annually review and determine the requirements of its customers and Company's ability to meet such requirements. Essential agricultural requirements shall be those certified by the Secretary of Agriculture in 7 C.F.R. Section 2900, et seq., as determined and adjusted from time to time pursuant to orders of the Federal Energy Regulatory Commission.

CURTAILMENT PROCEDURES: Monthly allocations or curtailment shall be based on a period beginning on the first day of any month and extending through the last day of the month. Notice shall be given to each affected customer by telephone or in writing as far in advance as practicable and may be changed by Company as conditions warrant.

Curtailment shall be assigned initially to those best efforts or as-available sales where Company is not responsible for providing continuous service except to the extent that curtailment of such services would not be useful in maintaining deliveries to other customers in accordance with these Rules. Additional curtailment shall be assigned initially to the lowest priority category (Category 10) and successively to each higher priority category as required. Should partial service only be available to an affected category, deliveries to individual customers shall be limited to the customer's pro rata share of available supply, such allocation to be based on the ratio of the customer's requirements in the category for which partial service is available to the aggregate requirements of all Company's affected customers in the same category.

UNAUTHORIZED OVERRUNS AND PENALTIES: If during any curtailment period, any customer or transporter takes, without Company's advance approval, a volume of gas in excess of the volumes authorized to be used by such customers, said excess volumes shall be considered unauthorized overrun deliveries. Any such deliveries shall be subject to any penalties imposed by Company's supplier on Company when said penalties are a direct result of such deliveries. Such penalty shall be in addition to any other charges for such gas as provided under applicable rate tariff(s).

EMERGENCY EXEMPTION: Emergency exemption from any curtailment order or procedure may be requested by a customer where supplemental deliveries are required to forestall substantial damage to physical property, risk of life, or injury to plant personnel in order to prevent the threat of a plant production shutdown due to the failure of alternate fuel facilities or a customer's inability, for reasons other than price, to obtain an alternate fuel, or in other emergency situations involving the occurrence of unforeseen or extraordinary circumstances,

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3.07 Limitations of Gas Supply (Continued)

including emergencies involving the protection of air quality. Company shall grant requests for emergency exemptions only if it is satisfied that the customer has, to the maximum extent possible, scheduled the use of all alternate sources of supply available during the emergency period involved and otherwise meets the conditions imposed for emergency exemption. Request for such exemptions may be submitted by telephone, but must immediately be followed by a written request setting forth details of the nature, cause, and expected duration of the emergency. Where supplemental volumes are delivered to a customer under this provision, the customer must act with dispatch to eliminate the cause of the emergency, and may be required to pay back such supplemental deliveries from future allocations.

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

PRECEDENCE: To the extent that this Section, or any provision(s) hereof conflict with any other provision(s) of Company's filed tariff(s), General Terms and Conditions for Gas Service, or contracts, this Rule shall take precedence.

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RULES AND REGULATIONS
GAS

4. INSTALLATIONS

4.01 Customer's Installation

A. The customer shall install and maintain gas apparatus to be connected and served from Company's facilities so as to conform to good practice applying to such installation. Company assumes no responsibility for the design or condition of the customer's installation.

B. Company shall be responsible for all gas service pipe from the gas main to the closest customer structure requiring service when providing service to a premise having multiple structures.

C. The customer shall be solely responsible for the maintenance of all piping and all other gas equipment on the premise which is owned by the customer and not specifically stated as the responsibility of Company within these Rules, except that Company shall be responsible for conducting annual instrument leak surveys over the buried piping.

D. Company shall perform an initial inspection for leaks in the customer's piping and equipment prior to connecting such piping and equipment to the service lines. If such piping and equipment are found to have leaks, Company shall not make the connection of such piping and equipment to its lines until such leaks have been corrected by the customer. If leaks are discovered in the customer's piping or equipment subsequent to making the connection of the customer's piping and equipment to service lines, Company will notify the customer of the leak and unless the leak is corrected immediately, Company may discontinue service.

E. The customer shall be solely responsible for the maintenance of all piping and all other gas equipment on the premise which is owned by the customer and not specifically stated as the responsibility of EDG within these Rules, except that Company shall be responsible for conducting periodic (as required by Commission Rules) instrument leak surveys over the buried piping.

4.02 Protection of Company's Property

A. The customer shall protect at all times the property of Company on the premises of the customer and shall permit no one but the agents of Company and other persons authorized by law to inspect or handle the mains, lines, meters, and other apparatus of Company. In case of loss or damage to the property of Company from an act of negligence of the customer or his agents or servants, or of failure to return appliances or equipment supplied by Company, the customer shall pay to Company the value of such property.

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GR-2009-0434; YG-2010-0568

B. Company may discontinue service to a customer and remove its equipment from the customer's premises without notice if evidence is found that its service lines, meters, or other appurtenances on the premises have been tampered with in such manner that the customer is then receiving or may have received unmetered service. In such event, Company may require the customer to pay for such gas energy as Company may estimate from available information to have been used but not registered by Company's meter and to increase his deposit or require a payment bond (in an amount determined by Company) before gas service is restored; and, in addition thereto, the customer shall be required to bear all associated costs incurred by Company, including, but not limited to, all trip charges, estimated labor charges, investigation and prosecution costs, material charges, and such protective equipment as, in its judgment, may be necessary.

5. METERING

5.01 Meter Installations

A. For the purpose of determining the amount of gas used, a meter shall be installed by Company upon the customer's premises at a point most convenient for Company's service. Only one (1) meter installation will be installed to measure service of like character to each structure. The readings of such gas meter shall be used for calculating bills for service rendered.

B. All interruptible customers that are eligible to receive or transport natural gas under Company's interruptible rate tariffs shall have telemetry equipment installed on their gas meter.

5.02 Measurement of Gas

A. The gas delivered by Company to the customer shall be measured at prevailing meter pressures, and the volumes shall be computed on a pressure base of fourteen and sixty-five hundredths (14.65) pounds per square inch absolute and on a temperature base of sixty degrees Fahrenheit (60^{o}F). It shall be assumed that the gas delivered obeys Boyle's law and that the atmospheric pressure is fourteen and four-tenths (14.4) pounds per square inch absolute.

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B. The volumes of gas delivered to Company for transporting shall be computed on a pressure base equivalent to that of the delivering pipeline and then converted to the same pressure and temperature base as at the delivery meter. All interruptible volumes shall be metered on both a temperature and non-temperature corrected basis. As more fully described in the Purchased Gas Adjustment clause of the Company gas rate tariffs, non-temperature corrected volumes shall be used for billing purposes, and temperature corrected volumes shall be used to calculate the lost and unaccounted for factor for each revenue class. These lost and unaccounted for factors should be maintained for informational purposes, and used to develop reasonable lost and unaccounted for percentages in the next Company rate case.

5.03 Meter Testing

A. Company's meters shall be tested for accuracy in accordance with the Commission's Rule included in 4 CSR 240-10.030, subject to the terms of the waiver approved in Doc. GE-2006-0330 dated April 9, 2006.

B. Request Tests: Upon a request by a customer, the Company shall test the meter servicing that customer, except that such tests need not be made more frequently than once in eighteen months. A written report of the test shall be mailed to the customer within 10 days of the completed test and a record of each test shall be kept on file at the Company's office. The Company shall give the customer or a representative of the customer the opportunity to be present while the test is conducted. If the test finds the meter is accurate within the limits accepted by the Company in its meter inspection and testing program, the Company may charge the customer the fee listed in Section 10. The customer shall be advised of any potential charge before the meter is removed for testing. The Company's inspection and meter testing program provides a two (2) percent tolerance for determining whether a meter is considered accurate under this section.

5.04 Billing Adjustments

A. For all billing errors, Company will determine from all related and available information the probable period during which such condition existed and shall make billing adjustments for the period estimated to be involved as follows (except for as provided in B, C, and D) of this Rule for:

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

(1) Residential Customers. In the event of an overcharge, an adjustment shall be made for the entire period that the overcharge can be shown to have existed not to exceed sixty (60) consecutive billing periods, calculated from the date of discovery, inquiry, or actual notification of Company, whichever was first. In the event of an undercharge, an adjustment shall be made for the entire period that the undercharge can be shown to have existed not to exceed twelve (12) consecutive billing periods, calculated from the date of discovery, inquiry, or actual notification of Company, whichever was first. The Company shall offer the Customer the option to pay the adjusted bill over a period at least double the period covered by the adjusted bill.

(2) Customers Other Than Residential. In the event of an overcharge, an adjustment shall be made for the entire period that the overcharge can be shown to have existed not to exceed sixty (60) consecutive billing periods, calculated from the date of discovery, inquiry, or actual notification of Company, whichever was first. In the event of an undercharge, an adjustment shall be made for the entire period that the undercharge can be shown to have existed not to exceed sixty (60) consecutive billing periods, calculated from the date of discovery, inquiry or actual notification of Company, whichever was first.

B. No billing adjustment will be made where the full amount of the adjustment is less than one dollar ($1.00).

C. Where, upon test, a meter error is found to be two percent (2%) or less, no billing adjustment will be made. If on test of any meter at the request of a customer, the meter is found to have an average error of more than two (2) percent fast, Company shall refund to the customer the over-charge based upon the corrected meter reading for the period in which the meter was in use, but limited to the time periods described in Section 5.04 of these Rules. If the meter is found to have an average error of more than two (2) percent slow, Company may charge the customer the under-charge based upon the corrected meter reading for the period in which the meter was in use, but limited to the time periods described in Section 5.04.

D. When evidence of tampering is found, or there are misrepresentations of the use of service by the customer, Company will calculate the billing adjustment period in accordance with the applicable statute of limitations for the prosecution of such claim after determining the probable period during which such condition existed from all related and available information.

E. When the customer has been undercharged, except as provided in Section 5.04 (D) of this Rule, and a billing adjustment is made, the customer may elect to pay the amount of the adjustment in equal installments over a period not to exceed the period for which the billing adjustment was applicable.

F. The under- or over-collection of sales, use or franchise taxes is not considered a billing error for the purpose of this Section, and is subject to collection or refund per the statute of limitations.

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JG-2015-0023

THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Territory

RULES AND REGULATIONS
GAS

5.05 Non-Standard Metering Service (Opt-Out)

(1) Non-Standard Metering Service is available for any individual Residential Customer whose premise(s) is metered with a Company standard meter with wireless communications (Standard Meter) and requests to have metering service utilizing a Company Non-Standard digital meter without wireless communications (Non-Standard Meter) in accordance with 20 CSR 4240-10.035.

(2) In order to begin receiving Non-Standard Metering service under this Rule 5.05, the Customer must complete the following requirements:

(a) The Customer must sign and return to the Company the Residential Non-Standard Metering Service Acknowledgment Form (Acknowledgement Form) accepting all fees, requirements, and limitations of this Rule 5.05. The Acknowledgement Form can be obtained from the Company website or by contacting the Company Customer Care Center and requesting a hard copy be mailed to their premise(s).

(b) The Customer must pay a required, and non-refundable, Non-Standard Meter Initial Setup Charge per Non-Standard Meter as shown on the SUMMARY OF TYPES AND AMOUNT OF CHARGES ALLOWED on R-53.

(c) The Customer must pay a monthly recurring Non-Standard Meter Charge of per Non-Standard Meter as shown on the SUMMARY OF TYPES AND AMOUNT OF CHARGES ALLOWED on R-53 in addition to their applicable residential rates.

(3) Once the Company has received the signed Acknowledgement Form from the Customer and payment of the Non-Standard Meter Initial Setup Charge has been processed by the Company, the Company will, within 20 business days, furnish, and install, a Non-Standard Meter to be used for billing purposes and service under this Rule 5.05. The Non-Standard Meter Charge will then be added to the customer's monthly bill.

(4) All Company rules shall apply under this Rule 5.05. For meter placement practices, please see Rules and Regulations, Tariff Sheet R-27. This service is not eligible for customers who have a net-metering arrangement or customers who have selected a rate that requires interval billing.

(5) Any customer who has requested service under this Rule 5.05 may, at any time, terminate this Non-Standard Metering Service and request that the Company install a Standard Meter on their premise(s); at which point the monthly Non-Standard Meter Charge will no longer be applicable. There is no subsequent charge for a Customer to request a Standard Meter be installed on their premise(s) that previously opted for service under this Rule 5.05.

(6) Residential Customers choosing to receive Non-Standard Metering and meeting the requirements detailed in Rule 5.05(2) may request to self-read their meter. The Company will provide simple written instructions to these Customers explaining how to read and report usage by email, through the Company web page, or by phone to Customer Service. All Customer provided readings must comply with the requirements of 20 CSR 4240-13.020.

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5.05 Non-Standard Metering Service (Opt-Out) (Continued)

(a) The Residential Customer shall accurately read and timely report usage monthly. If the Customer fails to provide the meter-reading on time, the Company shall estimate the Customer's usage for that month.

(b) At least once a year, the Company shall obtain an actual meter reading of the Customer's usage in order to verify the accuracy of readings reported in this manner.

(c) If the Customer does not read and report their meter for two (2) consecutive months or any three (3) months in a rolling twelve-month period, the Company may resume monthly readings of the meter.

(d) In the event a customer moves out of the premise(s), the Company will perform a final read and replace the Non-Standard meter with a Standard Meter on the premise(s).

(e) The Company may assess 5% interest on unpaid amounts resulting from failure to report usage or inaccurate reporting.

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RULES AND REGULATIONS
GAS

6. METER READING, BILLING, AND COMPLAINT PROCEDURES

6.01 Billing and Reading of Meters

A. Company will, as near as practicable, read its meters on the same day of each monthly period, and such readings shall be used in billing the customer for such period. Nonreceipt of bills by the customer shall not release or diminish the customer's obligation with respect to payment thereof.

B. Company shall render a separate billing for service provided at each address or location. When requested by the customer and agreed to by Company, billings for multiple addresses or locations may be summarized on one (1) bill.

C. Billing may include charges for special services together with utility charges on the same bill. Charges for special services shall be designated clearly and separately from utility charges. If partial payment is made, Company shall first credit all payments to the balance outstanding for utility charges, based upon the age of the receivable, with the credit being applied to the oldest receivable first.

D. During the billing period prior to any rate tariffed seasonal rate change, company shall notify each affected customer, on the bill or on a notice accompanying the bill, of the direction of the upcoming seasonal rate change and the months during which the forthcoming seasonal rate will be in effect.

6.02 Billing Period

Bills ordinarily will be rendered regularly at monthly intervals, but may be rendered more or less frequently at Company's option. The normal billing period shall be twenty-six (26) to thirty-five (35) days. All bills that are less than twenty-six (26) days or more than thirty-five (35) days will be prorated.

6.03 Choice and Application of Rates

A. The tariffs on file with the Public Service Commission of the State of Missouri are at all times available to any customer or his/her authorized representative. Company reserves the right in all instances to designate an existing or prospective customer's classification for the purpose of rate application.

B. If a customer is eligible to take gas service under more than one (1) rate tariff, the choice of such rate tariff lies with the customer. Any customer shall pay for service under the applicable rate tariff for all gas used.

C. A new customer will be assisted by Company in the selection of the rate tariff based on the information at hand, but the responsibility for the selection of the rate tariff lies with the customer.

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6.03 Choice and Application of Rates (Continued)

D. After a new customer has selected a rate under which she/he elects to take gas service, she/he will be required to remain under such rate tariff for a period of one (1) year. This limitation shall apply to all rate schedules except small volume transportation, which shall remain on said schedule for a period of six (6) months. When more than one (1) rate tariff is available to a customer and the customer elects to transfer to another available rate tariff, such other rate tariff shall not be applied retroactively.

E. If the demand of a new customer is temporarily obtained by assessment pending the determination of the measured demand, which shall be done as soon as practicable, such assessed demand shall prevail until the demand is measured.

F. If an entirely new rate tariff which may be more advantageous than the existing one becomes available to the customer, then Company will assist in determining whether the customer would be benefited by being served and billed under such new rate tariff.

G. If a customer is permitted to change from one (1) rate tariff to another, she/he will not be required to continue service extending beyond the time provided in the original application for service; providing, gas service can be rendered at the rate tariff to which the customer has changed without expense to Company for the installation of new apparatus or facilities for serving the customer. In the event the change of rate tariff necessitates additional investment by Company, the customer shall reimburse Company for such additional investment, or be required to extend the term during which service will be supplied at the new rate tariff.

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RULES AND REGULATIONS
GAS

6.04 Billing and Payment Standards

A Company shall normally render a bill for each billing period to every residential customer in accordance with its rate tariff.

B Each billing statement rendered by Company shall be computed on the actual usage during the billing period except as follows:

(1) Company may render a bill based on estimated usage:

(a) To seasonally billed customers, provided an appropriate rate tariff is on file with the Commission and an actual reading is obtained before each change in the seasonal cycle.
(b) When extreme weather conditions, emergencies, labor agreements, or work stoppages prevent actual meter readings.
(c) When Company is unable to obtain access to the customer's premises for the purpose of reading the meter or when the customer makes reading the meter unnecessarily difficult. If Company is unable to obtain an actual meter reading for these reasons, where practicable it shall undertake reasonable alternatives to obtain a customer reading of the meter, such as mailing letters to request use of the company's interactive voice response system.
(d) When the Company does not obtain an accurate or correct meter reading due to equipment or mechanical failure, when the Company could not reasonably detect such failure given variability in usage at that customer location.
(e) When the Company is unable to accurately obtain a meter reading due to human or billing system error, including a remote meter reading device's failure to transmit a reliable reading.

(2) Company shall not render a bill based on estimated usage for more than three (3) consecutive billing periods or one (1) year, whichever is less, except under conditions described in Section 6.04 (B) (1).

(3) Under no circumstances shall Company render a bill based on estimated usage:

(a) Unless the estimating procedures employed by Company and any substantive changes to those procedures have been approved by the Commission.
(b) As a customer's initial or final bill for service unless conditions beyond the control of Company prevent an actual meter reading.

(4) When Company renders an estimated bill in accordance with these Rules, it shall:

(a) Maintain accurate records of the reasons for the estimate and the effort made to secure an actual reading.
(b) Clearly and conspicuously note on the bill that it is based on estimated usage.
(c) Use customer-supplied readings, whenever possible, to determine usage.
(d) In estimating readings, the Company will use the following procedure:
(1) Determine the customer's Actual Metered Usage for the same month of the preceding year, if available. Otherwise, determine the Actual Metered Usage for the month closest to that month.
(2) Determine the customer's Base Usage as the usage that is the lowest actual monthly usage in the prior thirty-six months with outliers removed.
(3) Determine the customer's Weather Sensitive Usage as the difference between Actual Metered Usage and Base Usage.

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Service Commission
JG-2015-0023

(4) Determine the customer's Weather Multiplier by dividing Weather Sensitive Usage by the Degree Days corresponding to the customer's Actual Metered Usage. In the event there are no degree days corresponding to the customer's Actual Metered Usage, the Weather Multiplier will be zero.

(5) Determine the customer's Estimated Usage as the customer's Base Usage plus the product of customer's Weather Multiplier and the current month's Degree Days (Current Degree Days).

(6) For lighting accounts, the estimate will be based on the prior year's usage per day for the same month of the year multiplied by the number of days to be estimated for the current month.

(7) For accounts with a limited history, the estimate will be based on a prior month's use per day multiplied by days in current billing cycle.

(5) When Company underestimates a customer's usage, the customer shall be given the opportunity, if requested, to make payment in installments.

C. If Company is unable to obtain an actual meter reading for three (3) consecutive billing periods, Company shall advise the customer by first class mail or personal delivery that the bills being rendered are estimated, that estimation may not reflect the actual usage, and that the customer may read and report gas usage to Company on a regular basis. The procedure by which this reading and reporting may be initiated shall be explained. Company shall attempt to secure an actual meter reading from customers reporting their own usage at least annually. These attempts shall include personal contact with the customer to advise the customer of the regular meter reading day. Company may offer appointments for meter readings on Saturday or prior to 9:00 p.m. on weekdays. Where special appointments are arranged for reading meters, Company may charge the customer for the excess cost of the meter reading out of normal meter reading sequence or for meter readings that are outside of normal business hours. See Section 10 for applicable charges. Discontinuance of the service of a customer who is reading and reporting usage on a regular basis because of inability to secure an actual meter reading shall not be required.

D. If a customer fails to report usage to Company, Company shall obtain a meter reading at least annually. Company shall notify the customer that if usage is not reported regularly by the customer and if the customer fails, after written request, to grant access to the meter, then service may be discontinued pursuant to Section 2.05 of these Rules.

E. Company may bill its customers on a cyclical basis if the individual customer receives each billing on or about the same day of each billing period. Except as provided below, if Company changes a meter reading route or schedule which results in a change of nine (9) days or more of a billing cycle, notice shall be given to the affected customer at least fifteen (15) days prior to the date the customer receives a bill based on the new cycle. When a change occurs in connection with the establishment, modification, or realignment of collective or joint billing arrangements, advance notice shall not be required pursuant to the variance granted in Case No. GE-2026-0066 on September 24, 2026.

F. A monthly-billed customer shall have at least twenty-one (21) days from the rendition of the bill to pay the gas charges, unless a customer has selected a preferred payment date in accordance with Company's preferred payment date plan. If the due date or delinquent date falls upon a Sunday, legal holiday, or any other day when the offices of Company regularly used for the payment of customer bills are not open to the general public, the due date or delinquent date shall be extended through the next business day. The date of payment for remittance by mail is the date on which Company receives the remittance. Company shall not base an assessment of a deposit or delinquent charge, or a discontinuance of service, on a payment that was made to a payment agent on or before the due date or delinquent date.

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6.04 Billing and Payment Standards (Continued)

G. Every bill for residential gas service shall clearly state the following:

(1) The beginning and ending meter readings of the billing period and the dates of these readings.

(2) The date when the bill will be considered due and the date when it will be delinquent, if different.

(3) Any previous balance which states the balance due for gas charges separate from charges for services not subject to Commission jurisdiction.

(4) The amount due for the most recent billing period for gas usage stated separately from the amount due for the same period for a deposit and the amount due for the same period for service not subject to Commission jurisdiction.

(5) The amount due for other authorized charges.

(6) The total amount due.

(7) The telephone number the customer may call from the customer's service location without incurring toll charges and the address of Company where the customer may initiate an inquiry or complaint regarding the bill as rendered or the service provided. Charges for measured local service are not toll charges for purposes of this Rule.

(8) License, occupation, gross receipts, franchise, and sales taxes.

(9) Purchased gas adjustment cost in total or cents per unit basis.

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RULES AND REGULATIONS
GAS

6.05 Level Payment Plan

A. The purpose of the level payment plan is to levelize, insofar as possible, the amount a customer is required to pay monthly over a year's period.

B. This level payment plan is available to all eligible residential customers. A customer who has been delinquent three (3) or more times in the last twelve (12) months at his current or previous location may be refused participation in the level payment plan until the customer has established a twelve (12) consecutive month payment period with no more than two (2) delinquent payments. Level payment billing levels are subject to change. Failure to maintain a current account will disqualify customers from participating in the program. At Company's option, certain nonresidential customers, based on usage patterns and payment history, may be allowed to participate in Company's level payment plan.

C. The level payment amount will be based on twelve (12) months' historical information as adjusted for any significant rate changes during the period, abnormal weather conditions, or other factors. The estimated annual adjusted billing, and thus the monthly level payment amount, may be revised if it is obvious the earlier estimate was underestimated or overestimated due to customer use, weather conditions, rate tariff changes, or other factors during the subsequent level payment period.

D. Customers may enter the level payment plan during any month of the year. Level payment amounts for customers with less than twelve (12) months to the true-up cycle will be estimated based on estimated monthly use for such period. In any event, the estimated billing will be compared to actual billing once each year and the outstanding balance due will be reflected over the next twelve month payment plan..

E. The customer bill will show the actual monthly amount, the current status of the account, and the monthly level payment amount.

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Service Commission
JG-2010-0307

RULES AND REGULATIONS
GAS

6.06 Disputes

1. A Customer shall advise Company that all or part of a charge is in dispute by written notice, in person or by a telephone message directed to Company during normal business hours. A dispute must be registered with Company at least twenty-four (24) hours prior to the date of proposed discontinuance for a Customer to avoid discontinuance of service as provided by these rules.

2. When a Customer advises Company that all or part of a charge is in dispute, Company shall record the date, time and place the contact is made; investigate the contact promptly and thoroughly, and attempt to resolve the dispute in a manner satisfactory to both parties.

3. Failure of a Customer to participate with Company in efforts to resolve an inquiry which has the effect of placing charges in dispute shall constitute a waiver of the Customer's right to continuance of service and Company, not less than five (5) days after provision of the notification required by section 9 (right to make informal complaint), may proceed to discontinue service unless the Customer files an informal complaint with the Commission within the five (5)-day period.

4. Customers presenting frivolous disputes shall have no right to continued service. Company, before proceeding to discontinue the service of a Customer presenting a dispute it deems frivolous, shall advise the Consumer Services Department of the Commission of the circumstances. The Consumer Services Department shall attempt to contact the Customer by telephone and ascertain the basis of the dispute. If telephone contact cannot be made, the Consumer Services Department shall send the Customer a notice by first-class mail stating that service may be discontinued by Company unless the Customer contacts the Consumer Services Department within twenty-four (24) hours. If it appears to the Consumer Services Department that the dispute is frivolous or if contact with the Customer cannot be made within seventy-two (72) hours following Company's report, Company shall be advised that it may proceed to discontinue service. If it appears that the dispute is not frivolous, service shall not be discontinued until ten (10) days after the notice required by Chapter V Section F.5. (4 CSR 240-13.050(5)) has been sent to the Customer by the Company. The Customer shall retain the right to make an informal complaint to the Commission.

5. If a Customer disputes a charge, s/he shall pay to Company an amount equal to that part of the charge not in dispute. The amount not in dispute shall be mutually determined by the parties. The parties shall consider the Customer's prior consumption history, weather variations, the nature of the dispute and any other pertinent factors in determining the amount not in dispute.

6. If the parties are unable to mutually determine the amount not in dispute, the Customer shall pay to Company, at Company's option, an amount not to exceed fifty percent (50%) of the charge in dispute or an amount based on usage during a like period under similar conditions which shall represent the amount not in dispute.

7. Failure of the Customer to pay to Company the amount not in dispute within four (4) working days from the date that the dispute is registered or by the delinquent date of the disputed bill, whichever is later, shall constitute a waiver of the Customer's right to continuance of service and Company may then proceed to discontinue service as provided in this rule.

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Missouri Public
Service Commission
JG-2015-0023

6.06 Disputes (Continued)

8. If the dispute is ultimately resolved in favor of the Customer in whole or in part, any excess moneys paid by the Customer shall be refunded promptly.

9. If Company does not resolve the dispute to the satisfaction of the Customer, the Company representative shall notify the Customer that each party has a right to make an informal complaint to the Commission; and of the address and telephone number where the Customer may file an informal complaint with the Commission. If a Customer files an informal complaint with the Commission prior to advising the Company that all or a portion of a charge is in dispute, the Commission shall notify the Customer of the payment required by sections E.5. or E.6.

10. The Company is not required to comply with these rules prior to the discontinuance of service where the dispute registered with the Company involves the same customer, the same facts, and the same question regarding the validity of a charge as those involved in a prior informal or formal complaint filed by the customer and resolved in favor of the Company.

11. If a customer disputes a charge, she/he shall pay to Company an amount equal to that part of the charge not in dispute. The amount not in dispute shall be mutually determined by the parties. The parties shall consider the customer's prior consumption history, weather variations, the nature of the dispute, and any other pertinent factors in determining the amount not in dispute.

12. If the parties are unable to mutually determine the amount not in dispute, the customer shall pay to Company, at Company's option, an amount not to exceed fifty percent (50%) of the charge in dispute or an amount based on usage during a like period under similar conditions which shall represent the amount not in dispute.

13. Failure of the customer to pay to Company the amount not in dispute within four (4) business days from the date that the dispute is registered or by the delinquent date of the disputed bill, whichever is later, shall constitute a waiver of the customer's right to continuance of service, and Company may then proceed to discontinue service as provided in these Rules.

14. If the dispute is ultimately resolved in favor of the customer in whole or in part, any excess moneys paid by the customer shall be refunded promptly.

15. If Company does not resolve the dispute to the satisfaction of the customer, Company representative shall notify the customer that each party has a right to make an informal complaint to the Commission, and of the address and telephone number where the customer may file an informal complaint with the Commission. If a customer files an informal complaint with the Commission prior to advising Company that all or a portion of a bill is in dispute, the Commission shall notify the customer of the payment required by Sections (E) or (F) of this Rule.

16. Company may treat a customer complaint or dispute involving the same question or issue based upon the same facts as already determined, and is not required to comply with these Rules more than once prior to discontinuance of service.

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Missouri Public
Service Commission
JG-2015-0023

6.07 Settlement Agreements and Extension Agreements

A. When Company and a customer arrive at a mutually satisfactory settlement of any dispute or the customer does not dispute liability to Company but claims inability to pay the outstanding bill in full, Company and the customer may enter into a settlement agreement. A settlement agreement which extends beyond ninety (90) days shall be in writing and mailed or otherwise delivered to the customer.

B. Every payment agreement resulting from the customer's inability to pay the outstanding bill in full shall provide that service will not be discontinued if the customer pays the amount of the outstanding bill specified in the agreement and agrees to pay a reasonable portion of the remaining outstanding balance in installments until the bill is paid. For purposes of determining reasonableness, the parties shall consider the following: the size of the delinquent account; the customer's ability to pay; the customer's payment history; the time that the debt has been outstanding; the reasons why debt has been outstanding; and any other relevant factors relating to the customer's service. Such a payment agreement shall not exceed twelve (12) months duration, unless the customer and the Company agree to a longer period.

C. If a customer fails to comply with the terms and conditions of a settlement agreement, Company may discontinue service after notifying the customer in writing by personal service or first class mail in accordance with Section 2.05: that the customer is in default of the settlement agreement; the nature of the default; that unless full payment of all balances due is made, Company will discontinue service; and the date upon or after which service will be discontinued.

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Missouri Public
Service Commission
JG-2015-0023

6.08 Commission Complaint Procedures

A. Prior to filing an informal or formal complaint, the customer shall pursue remedies directly with Company as provided in 4 CSR 240-13 of the Commission Rules. The Commission specifically reserves the right to waive this requirement when circumstances so require.

B. Any person aggrieved by a violation of any Rule in 4 CSR 240-13 of the Commission Rules or other Commission Rules relating to utilities may file an informal or formal complaint under 4 CSR 240-2-070 of Commission Rules.

C. If Company and a customer fail to resolve a matter in dispute, Company shall advise the customer of his/her right to file an informal complaint with the Commission under 4 CSR 240-2.070.

D. If the Commission Staff is unable to resolve the complaint to the satisfaction of the parties, the Staff shall send a dated letter to that effect to the complainant and to Company.

(1) The letter shall advise the complainant that, if she/he desires, she/he may file a formal complaint in accordance with 4 CSR 240-2.070 of the Commission Rules.

(2) If the complaint concerns a bill, the nonpayment of which could subject the complainant to discontinuance of service under the provisions of Commission Rule 4 CSR 240-13.050, the Staff's letter shall advise the complainant that if a formal complaint is not filed within thirty (30) days of the date of the letter, the complainant may become subject to discontinuance of service.

E. The Commission Staff may treat an informal complaint involving the same question or issue based upon the same facts dealt with in a prior informal complaint as already decided, and may advise the complainant that such informal complaint will not be reviewed.

F. Company shall not discontinue residential service relative to the matter in dispute during the pendency of an informal complaint and until at least thirty-one (31) days after the date of the letter issued pursuant to Section (D), and shall in no case discontinue this service without leaving a notice of discontinuance after the date of the letter issued pursuant to Section (D).

G. Failure of the customer to pay the amount of the bill which is not in dispute, as determined pursuant to Section 6.06 (E) or (F) of these Rules, shall be grounds for dismissal of an informal or formal complaint.

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6.09 Late Payment Charge

A. For Residential Customers, Company may add a sum equal to a simple one-half percent (0.25%) per month of the original net amount due on any unpaid bill for gas service excluding deposit arrears, amounts agreed to be paid pursuant to a deferred payment agreement, and circumstances where restricted by law or regulation.

B. For all other rate classes, Company may add a sum equal to one-half percent (0.25%) per month of the original net amount due on any unpaid bill for gas service excluding deposit arrears, amounts agreed to be paid pursuant to a deferred payment agreement, and circumstances where restricted by law or regulation.

C. An unpaid bill shall be any billing amount that remains owing to Company and not in dispute after the delinquent date stated on the bill.

D. Failure to pay the late payment charge may be grounds for discontinuance of service in accordance with Section 2.05.

RULES AND REGULATIONS
GAS

7. EXTENSION OF GAS FACILITIES

7.01 Purpose and Availability

A. The purpose of this policy is to set forth the service connection and distribution system extension requirements when one or more applicants request gas service at premises not connected to the Company's distribution system or request an alteration in service to premises already connected where such change necessitates additional investment.

B. The provisions of this policy are subject to the applicable rules and regulations of the Commission. This policy is available for applications where the Company commenced construction on or after May 1, 2004.

7.02 Definition of Terms

A. APPLICANT: The developer, builder, or other person, partnership, association, firm, private or public corporation, trust, estate, political subdivision, governmental agency or other legal entity recognized by law applying for the construction of a gas Distribution Extension, Extension Upgrade, or Relocation.

B. BASIC EXTENSION REQUEST: A request by Applicant for a Distribution Extension for which the Company specified facilities are provided free of charge to the Applicant, provided the Applicant commits to use natural gas for its basic space heating requirements for at least one (1) year. Gas fireplaces will not be considered basic space heating and Applicant will be required to pay the full non-refundable construction charge to initiate service. The operation of a natural gas furnace used in conjunction with an alternative and supplemental space heating source will be considered as meeting minimum requirements for a free extension of service.

C. CONSTRUCTION ALLOWANCE: The cost of that portion of the Distribution Extension which is for economically justifiable and necessary construction and which is made by the Company at its expense. The formula used to determine the appropriate Construction Allowance will be based on the Company's feasibility model. Generally, the formula used by the feasibility model is the Estimated Margin divided by the Fixed Carrying Cost percentage as measured over the first five (5) year life of the Distribution Extension.

$$CA = \frac{SUM (EM1 + EM2 + EM3 + EM4 + EM5)}{SUM (FCC1 + FCC2 + FCC3 + FCC4 + FCC5)}$$

Where, CA = Construction Allowance;
EM = Estimated Margin;
FCC = Fixed Carrying Cost;

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Service Commision

D. CONSTRUCTION CHARGES: That portion of the Distribution Extension's construction costs for which the Applicant is responsible. This extension policy specifies which cost segments shall be furnished by Applicant and which segments are provided by the Company at cost to Applicant. These charges may consist of the following components:

1. Nonrefundable charges represent the portion of Construction Charges which are not supported by the expected revenue stream or for non-standard costs associated with the Distribution Extension and will not be reimbursable to Applicant. (Exception: Non-standard costs for Excess Facilities may be recovered on a surcharge basis as mutually agreed to by Applicant and the Company and specified in the Facilities Extension Agreement.)
2. Refundable charges represent the portion of Construction Charges that may be reimbursed to the Applicant during the Open Extension Period, dependent upon the Applicant's requisite performance as outlined in the Facilities Extension Agreement.

E. DISTRIBUTION EXTENSION: Distribution facilities including mains, services, and meter installation facilities installed by Company.

F. ESTIMATED CONSTRUCTION COSTS: The Estimated Construction Costs shall be the necessary cost of the Distribution Extension and shall include the cost of all materials, labor, rights-of-way, trench and backfill, together with all incidental expenses connected therewith.

G. ESTIMATED MARGIN: The Estimated Margin will be determined by first multiplying the effective rates for each customer class by the estimated incremental usage – and then subtracting applicable margin allocation for network and infrastructure support costs.

H. EXTENSION COMPLETION DATE: The date on which the construction of a Distribution Extension, Extension Upgrade or Relocation is completed as shown by the Company's records.

I. EXTENSION UPGRADE: The increase in capacity of existing gas distribution facilities necessitated by Applicant's estimated gas requirements and for which the Company determines that such facilities can be reasonably installed.

J. FACILITIES EXTENSION AGREEMENT: Written agreement between Applicant and the Company setting out the contractual provisions of Construction Allowance, Construction Charges, payment arrangements, the Open Extension Period, end-use commitments, etc. in accordance with this extension policy.

K. FIXED CARRYING COST: The Company's cost of capital to provide the requisite return on its investment as well as the costs for depreciation, property taxes and property insurance.

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Service Commision

L. OPEN EXTENSION PERIOD: The period of time, five (5) years, during which the Company shall calculate and pay refunds of Construction Charges according to the provisions of this extension policy. The (5) five-year period begins on the Extension Completion Date.

M. PERMANENT SERVICE:
1. Residential Applicants: Gas extensions where a continuous return to the Company of sufficient revenue to support the necessary investment is reasonably assured. Applicant agrees to a minimum of one (1) year of service at the end-use commitments outlined in the Facilities Extension Agreement.
2. Non-Residential Applicants: Gas extensions where the use of service is to be permanent and where a continuous return to the Company of sufficient revenue to support the necessary investment is reasonably assured. For 50,000 Ccfs or less, Applicant agrees to a minimum of one (1) year of service at the end-use commitments outlined in the Facilities Extension Agreement. For usage greater than 50,000 Ccfs, Applicant agrees to a minimum of three (3) years of service at the end-use commitments outlined in the Facilities Extension Agreement.

N. TEMPORARY or LIMITED SERVICE:
1. Residential Applicants: Any service that is of a known temporary or limited nature and/or the Applicant is unwilling to agree to specific end-use commitments for a period of at least one (1) year.
2. Non-Residential Applicants: Any service that is of a known temporary or limited nature and/or the Applicant is unwilling to agree to specific end-use commitments for a period of at least one (1) and three (3) years as applicable per the definitions under paragraph M

7.03 General Provisions

The Company at its sole discretion, after consideration of Applicant's gas requirements and commitment, will designate the class of service requested as Permanent or Temporary (Limited) in accordance with the definitions set forth herein.

A. The determination of facility type and routing will be made by the Company to be consistent with the characteristics of an Applicant's requirements and for the territory in which service is to be rendered and the nature of the Company's existing facilities in the area.

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Missouri Public
Service Commision

B. Facilities Extension Agreements will be based upon the Company's Estimated Construction Cost for providing the facilities necessary to supply the service requested by Applicant. The Company shall exercise due diligence with respect to providing the estimate of total costs to the customer. If it is necessary or desirable to use private, public and/or government rights-of-way to furnish service, Applicant may, at the Company's discretion, be required to pay the cost of providing such rights-of-way. All Distribution Extensions, provided wholly, or in part, at the expense of an Applicant shall become the property of the Company.

C. The Company shall construct, own, operate and maintain distribution system facilities only on or along public streets, roads and highways which the Company has the legal right to occupy, and on or along private property across which right-of-ways and easements satisfactory to the Company have been received.

D. Rights-of-way and easements which are satisfactory to the Company must be furnished by the Applicant in reasonable time to meet construction and service requirements and before the Company shall be required to commence its installation; such rights-of-way and easements must be cleared of trees, tree stumps, and other obstructions, and graded to within six (6) inches of final grade by Applicant at no charge to the Company. Such clearance and grading must be maintained by the Applicant during construction by the Company. If the grade is changed subsequent to construction of the distribution system in such a way as to require relocation of any of the gas facilities, the estimated cost of such relocation shall be paid by the Applicant or its successors as a non-refundable Construction Charge.

E. An additional Construction Charge shall be paid by the applicant to the Company for any ditching required to be performed by the Company due to soil conditions including, but not limited to, the presence of rock or other environmental issues which prevent the use of normal trenching and backfilling practices used in trenchable soil. The charge under this provision shall be the estimated trenching and backfilling costs to be incurred by the Company less the estimated cost of normal trenching and backfilling. Applicant may be required to perform said ditching.

7.04 Application for Extension of Gas Facilities – Permanent Service

A. Each application to the Company for gas service of a permanent nature to premises requiring extension of the Company's existing distribution facilities will be evaluated by the Company in order that the Company may determine the amount of investment (Construction Allowance) warranted by the Company in making such extension. In the absence of special financing arrangements between the Applicant and the Company, the Construction Charges as specified in the Facilities Extension Agreement shall be paid by the Applicant to the Company before the Company's construction commences.

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B. The Construction Charges may be refundable in part, or in their entirety, to the original Applicant during the Open Extension Period. The Facilities Extension Agreement, to be executed by Applicant and the Company, shall outline the applicable refund mechanism as related to the performance required by Applicant. In no event shall refunds aggregate an amount greater than the Construction Charges. Refundable Construction Charges shall not accrue interest. No interest in any potential refunds may be assigned. Applicant shall be responsible for notifying the Company within six months time of qualifying permanent loads connected to the Company's system. On a periodic basis, the Company shall make the applicable refund(s) as specified in the Facilities Extension Agreement. No refunds will be made for performance after the Open Extension Period.

C. The Company will evaluate the feasibility of growth for an existing area when determining the amount of Construction Charges. Where sufficient growth is anticipated, the extension maybe made without an additional charge or at a reduced rate.

7.05 Application for Extension of Gas Facilities – Temporary or Limited Service

A residential Applicant, or a non-residential Applicant requesting a basic extension, shall make at least a one (1) year commitment of gas space heating service. And a non-residential Applicant, requesting greater than a basic extension, shall include at least a three (3) year commitment of gas service. Service commitments less than these minimums are considered temporary or limited. For gas service of a temporary or limited nature, Applicant shall be required to pay to Company as non-refundable Construction Charges as outlined in the Facilities Extension Agreement an amount equal to the estimated net cost of installing, owning and removing the Distribution Extension including non-salvageable materials. Applicant shall pay Company before Company's construction commences.

7.06 Extension Upgrades

Where a gas distribution Extension Upgrade is required to serve a non-residential customer's load requirements, the Facilities Extension Agreement between Company and Applicant shall apply the Estimated Construction Costs, Construction Allowance, and Construction Charges provisions contained in this extension policy to the Extension Upgrade.

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7.07 Relocation or Conversion Request

An Applicant desiring to have Company's existing facilities relocated may request Company to make such changes. If Company determines that such conversion or relocation can reasonably be made, Company will make such conversion or relocation on the following basis: The cost of removing and relocating such facilities, the related net cost of non-salvageable materials and the cost of any new facilities to be installed shall be paid by the Applicant as non-refundable Construction Charges as outlined in the Facilities Extension Agreement.

7.08 Excess Facilities Request

In those instances where Company chooses to provide facilities at Applicant's request in variance with the normal gas construction standards, Applicant's shall be required to pay Company for the cost of such facilities, and to pay Company a Nonrefundable Construction Charge or a surcharge as outlined in the Facilities Extension Agreement. The charge is designed to recover the cost of insurance, replacement (or cost of removal), license and fees, taxes, operation and maintenance and appropriate allocable administrative and general expenses associated with such distribution facilities.

7.09 Applicability Limitation

The applicability of this extension policy is limited by the following conditions:

A. FACILITIES EXTENSION AGREEMENT NOT TIMELY EXECUTED: The Company's Estimated Construction Costs and Construction Charges requirements as calculated for each extension may become void, at Company's discretion, after 120 days from the time a proposed Facilities Extension Agreement is provided by Company to Applicant. If a Facilities Extension Agreement is not fully executed before that time, it may become necessary for new estimates to be made incorporating the then current construction costs and the terms and conditions of Company's extension policy as on file and in effect with the Commission at that time.

B. ACCURATE ESTIMATES DOUBTFUL -- TRUE-UP FOR ACTUAL COSTS: The Estimated Construction Costs will typically be the amount used in calculating the Construction Allowance and Construction Charges. In situations where the accuracy of the estimate is known to be highly uncertain, a true-up to reflect actual costs at the Extension Completion date will be made. The intention to adjust the Estimated Construction Costs to reflect actual costs shall be specified and agreed to by both Applicant and Company in the Facilities Extension Agreement.

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JOPLIN, MO 64802

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RULES AND REGULATIONS
GAS

7.10 Extension Requests.

The Company has segmented Applicants into the following general categories for administration of this Extension Policy:

A. BASIC EXTENSION REQUEST, RESIDENTIAL SINGLE FAMILY or SMALL GENERAL SERVICE:

Free of Charge – Basic Extension Request: All Applicants, classified as Permanent Service, agreeing to use natural gas for normal space heating, or at least 500 Ccfs annually, for at least one (1) year, will receive the following installed basic facilities free of charge:

- first 150 feet of service line and/or feet of main per Applicant;
- one meter, not to exceed 399 cfh (cubic feet hour) at ½ inch differential;
- one standard regulator and meter bar assembly;

B. NON-BASIC EXTENSION REQUEST for SUBDIVISION PROJECTS:

Non Basic Extension Request: Applicants, classified as permanent service, requiring a Distribution Extension in excess of the basic installed facilities which are provided free of charge may incur construction charges as described below:

- Proven Projects: Projects requested by Applicant (developers) which have a proven track record to constructing projects at the specified number of dwellings and at the specified end-uses within five years, will have the applicable standard Construction Allowance subtracted from the Estimated Construction Costs for the Applicant's project in order to determine the Nonrefundable Construction Charge to be paid by Applicant. Potentially refundable charges will not be applied to proven projects.

- Unproven/Indeterminate Projects: Projects defined as unproven or indeterminate, at Company's sole discretion, based upon the Applicant's (developers') track record will have a potentially refundable construction charge applied on a per dwelling basis to be paid by Applicant. In addition, the applicable standard Construction Allowance will be subtracted from the Estimated Construction Costs for the Applicant's project in order to determine the Nonrefundable Construction Charge to be paid by Applicant.

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C. RESIDENTIAL MULTI-FAMILY or RESIDENTIAL MOBILE HOME TRAILER PARKS:

All applicants, classified as permanent service, will have a Construction Allowance calculated per the feasibility model (Section 7.02 C. Construction Allowance) for the customized project. The Construction Allowance is subtracted from the Estimated Construction Cost for the Applicant's project in order to determine the Nonrefundable Construction Charge to be paid by Applicant. Potentially refundable construction charges may be applied at Company's discretion as dependent on the Applicant's credit history and project complexity and/or size. All mobile homes will be served natural gas at each mobile home position. Company will install all mains, services, regulators, meters, and termination valves for serving individual mobile home spaces in mobile home courts.

D. COMMERCIAL or INDUSTRIAL:

All applicants, classified as permanent service, will have a Construction Allowance calculated per the feasibility model (Section 7.02 C. Construction Allowance) for the customized project. The Construction Allowance is subtracted from the Estimated Construction Cost for the Applicant's project in order to determine the Nonrefundable Construction Charge to be paid by Applicant. Potentially refundable construction charges may be applied at Company's discretion as dependent on the Applicant's credit history and project complexity and/or size.

8. COMPLIANCE WITH RULES AND REGULATIONS

8.01 Failure to Comply

A. No agent of Company has power to modify, waive, or to bind Company by making any promise or representation not contained in the approved Rules of Company.

B. If the customer fails, neglects, or refuses to comply with these Rules, Company shall have the right to discontinue all its gas service to the customer and to remove its property from the customer's premises upon mailing notice to the address to which the monthly bills are sent.

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THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving Natural Gas Service

RULES AND REGULATIONS
GAS

9. PROMOTIONAL PRACTICES

9.01 Fuel Cost Comparisons - Company assists customers and prospective customers in evaluating the optional energy to be used for any particular application.

9.02 Equipment Selection - Company provides customers and prospective customers with educational information on the latest technical improvements in natural gas equipment.

9.03 Energy Consulting - Company provides customers, prospective customers, suppliers or other interested parties with technical information.

9.04 Promotion of High Efficiency Natural Gas Appliances - Company provides the use of high efficiency natural gas appliances by making available educational material. Upon request, Company will supply to customers and prospective customers a cost comparison showing possible energy savings through the use of high efficiency equipment.

9.05 Educational Services - Company engages in an educational process to familiarize the communities we serve with the benefits of natural gas

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THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving Natural Gas Service

RULES AND REGULATIONS
GAS

9.06 Residential Customer Purchase Plan

(a) This plan is available to residential customers who own and reside in one, two, three or four-family dwellings that are occupied on a year-round basis. These customers must meet uniform credit qualifications established by Company. Items that can be financed include:

(1) Gas cooling equipment.
(2) Gas heating equipment.
(3) Installation, wiring, piping and duct work pertaining to the above equipment. This includes the costs necessary to convert the house and appliances.
(4) Gas water heaters, ranges, dryers or other major appliances.
(5) Humidifier or electronic air cleaner when installed in conjunction with the above equipment.
(6) Extended warranties on the above equipment.

(b) Equipment financed must exceed the NAECA minimum-efficiency requirements in effect at the time of financing.

(c) The annual rate of interest will be two percent above the annual prime rate as quoted in The Wall Street Journal for the first business day in December. This annual rate of interest will apply to the following calendar years loan repayments. The annual interest rate can change each year for the term of the loan. The financing period will be established by Company and can range from six to one hundred and twenty months. The interest rate and financing terms will not exceed those allowed by Missouri law, nor be more favorable than those generally prevailing in the applicable retail markets. The monthly loan repayment amount will appear as a separate item on the customer's regular monthly Company utility bill.

(d) Financing will be made available directly to customers by Company. Dealers or persons who sell and install equipment for residential customers can make information regarding this purchase plan available to their customers and complete and forward necessary paperwork to Company.

(e) Financing in excess of $10,000 will be at the discretion of Company on a case-by-case basis. These customers must meet the same uniform credit qualifications established by Company for all other customers.

(f) Revenue and expenses associated with the operation of this plan shall be subject Commission review in all general rate proceedings.

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

FOR: Empire District Gas Residential Low-Income Customers

RULES AND REGULATIONS
GAS

9.07 Low Income Affordability Program ("LIAP")

APPLICATION

This Low Income Affordability Program ("LIAP") Formerly known as the Experimental Low Income Program ("ELIP") is available for service billed under Schedule RS, Residential Service, to qualified natural gas space heating customers. The LIAP will provide participants with a fixed credit on their monthly bill ("LIAP Credit"). Customers participating in the LIAP program shall receive the credit during the months of November through March. The ELIP program was approved by the Missouri Public Service Commission in Case No. GR-2004-0072 and revised by the Missouri Public Service Commission in Case No. GR-2009-0434.

DEFINITIONS

Eligible Customer – An Empire customer receiving service under Schedule RS whose annual income is verified through a Community Action Agency ("CAA") serving their area of residence as no greater than 135 percent of the Federal Poverty Level, as established by the poverty guidelines updated periodically in the Federal Register by the U.S. Department of Health and Human Services under the authority of 42 U.S.C. 9902 (2). Customers must also and review and agree to implement cost-free, self-help energy conservation measures identified by the CAA. The CAA may use household registration from other assistance programs to determine eligibility for the Program. The Company will also encourage the CAA to identify eligible participants who, because of their payment history or other factors, have a greater opportunity to succeed in the Program. No customer with an arrearage that includes a theft of service charge shall be eligible to participate in the Program. To remain eligible for the Program, a customer must remain current with all Company bills within two (2) billing cycles. Customers that default on payments to the Company for two (2) consecutive months will be removed from the Program and not be permitted to participate in the Program for twelve (12) months, except that a CAA may request that a defaulted customer experiencing a short-term, unanticipated financial hardship be re-enrolled in the Program on a one-time basis. Empire requests that the CAA encourage, if not require, applicants to also apply for the Low-Income Weatherization Program.

Applicant – A qualified customer who submits a LIAP application form for the LIAP credit, or is identified by the CAA as eligible, through the customer's application for other channels of utility assistance.

Participant – An applicant who agrees to the terms of the LIAP and is designated as a qualified customer by the CAA.

Program Funding – Annual funding for the ELIP Program was based on the Unanimous Stipulation and Agreement in Case No. GR-2004-0072. A total of $50,000, which shall not be increased or decreased prior to the effective date of rates in the Company's next general rate case proceeding, will be funded by Company for the experimental rate discounts. The LIAP rate discounts will consist of two tiers of credits for Company's residential gas customers in the areas served by the CAA with incomes in the range of 0% to 135% of the Federal Poverty Level. Compensation to the CAA for these duties will be negotiated between the Company, Staff, Public Counsel and the CAA, but shall be no greater than 10% of Program Funds. Upon termination of the Program, any unspent amounts shall be used to fund low-income weatherization or energy efficiency programs for the Company's customers, Missouri's 18 Community Action Agencies ("CAAs"), affiliated with the Missouri Community Action Network, which serves an area containing Empire customers.

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

FOR: Empire District Gas Residential Low-Income Customers

RULES AND REGULATIONS
GAS

PROVISIONS

To remain eligible for the Program, a customer must remain current with all Company bills within two (2) billing cycles. Customers that default on payments to the Company for two (2) consecutive months will be removed from the Program and not be permitted to participate in the Program for twelve (12) months, except that a CAA may request that a defaulted customer experiencing a short-term, unanticipated financial hardship be re-enrolled in the Program on a one-time basis. Eligible customers will receive a monthly bill credit equal to the monthly customer charge. In the billing months of November through April, eligible customers with household incomes ranging from 0% to 135% of the FPL will receive a bill credit of $30. If a customer's total bill is less than the credit amount, the credit shall not exceed the total bill amount, and any excess cannot be transferred to either another customer nor a future month.

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9.07 Low Income Affordability Program ("LIAP") (Continued)

DISCONTINUANCE AND REINSTATEMENT:

Company may discontinue a participant's LIAP credit for any of the following reasons:

1. If Company, through the CAA, determines that the participant no longer meets the eligibility requirements set forth in this tariff.
2. If the participant submits a written request to Company asking that the LIAP be discontinued.
3. If the participant does not conform to Company's rules and regulations as approved by the Missouri Public Service Commission, and as a result, the participant has Schedule RS service discontinued by the Company.
4. If Commission-approved funding for the program is exhausted, committed, or discontinued for any reason.
5. If the customer fails to meet eligibility requirements as defined above, particularly remain current with all Company bills within two (2) billing cycles.

Reinstatement of the ELIP credit following discontinuance in the above circumstances and after the participant again meets the eligibility requirements will be at the discretion of the Company.

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

FOR: Empire District Gas Residential Low-Income Customers

RULES AND REGULATIONS
GAS

9.07 Low Income Affordability Program ("LIAP") (Continued)

MISAPPLICATION OF THE LIAP CREDIT:
Providing incorrect or misleading information to obtain the LIAP credit shall constitute a misapplication of the LIAP credit. If this occurs, the Company may discontinue the LIAP credit and re-bill the account for the amount of all LIAP credits received by the participant. These funds shall be returned to the program for use by future participants. Failure to reimburse the Company for the misapplication of the LIAP credits may result in termination of customer's gas service pursuant to the Company's rules and regulations. However, nothing in this tariff shall be interpreted as limiting the Company's rights under any provisions of any applicable law or tariff.

OTHER CONDITIONS:
The LIAP program has been designed so that the Company neither profits from nor incurs losses as a result of offering this program. The Company will the CAA of participants that become disqualified from the program. The CAA will notify the Company of applicant qualification to the program by the 15th day of each month during the months of November through March. If a participant leaves the program, he/she must reapply for qualification through the CAA, and the CAA must notify the Company before credits will be issued to such participants. If a program participant moves to another premise in Sedalia, he/she will be considered disqualified from the program until the CAA designates such customer as a qualified participant.

The Company will track the use of the program funds. If the $25,000 in program funding is expended in any calendar year for subsidy credits or program administration, Company will not be obligated to provide additional program funding. The costs of administering the program, including those costs charged by the CAA, up to 3% of the annual funding, shall be paid from the program funds.

Participation may be limited so that the projected expenditures of the program should equal the projected revenue from the program funds. The program will not be limited to fewer than 50 participants in Group A and 50 participants in Group B. LIAP credits will not be prorated between monthly bills.

The Company will gather and maintain individual participant data on usage, arrears, payments and other relevant factors to be used in the evaluation of this program, and will provide such data to the Missouri PSC Staff and Office of Public Counsel in May of each year or in response to data requests in the Company's next rate or complaint case. Any data collected by the CAA on participant household characteristics, such as equipment saturations or efficiencies, occupancy, energy use patterns, and adoption of energy savings actions will be shared with the Company for internal evaluation purposes.

The Company shall make non-confidential data, as well as any and all internal and external program evaluations that are conducted, available to Missouri PSC Staff and Office of Public Counsel upon request.

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RULES AND REGULATIONS
GAS

9.08 Low Income Weatherization Program

APPLICATION:

The Low-Income Weatherization Program (Program) is designed to provide energy education and weatherization assistance for lower income customers. This Program is intended to assist customers through conservation, education and weatherization in reducing their use of energy and to reduce the level of bad debts experienced by The Empire District Gas Company (Company). This Program was approved by the Missouri Public Service Commission in Case No. GR-2009-0434.

ADMINISTRATION:

The program will be administered by the Community Action Agencies, also known in this tariff as Social Agencies, serving the Company's residential gas customers. The program will follow the guidelines of the Missouri Department of Natural Resources Low-Income Weatherization Program.

TERMS & CONDITIONS:

1. The program will offer grants for weatherization services to eligible customers. The program will be primarily directed to lower income customers.
2. The total amount of grants offered to a customer will be determined by the agreement between the Company and the Social Agencies. These funds will focus on measures that reduce natural gas usage
3. Program funds made available to the Social Agencies cannot be used for administrative costs except those incurred by the Social Agencies that are directly related to qualifying and assisting customers under this program. The amount of reimbursable administrative costs per participating household shall not exceed 15% of the total expenditures for each participating household.
4. This Program will continue for three (3) years from the effective date of this tariff, unless otherwise ordered by the Commission.

EVALUATION:

An evaluation, consisting of an impact and a process evaluation, of the program will be conducted every third program year, provided there are enough participants for a statistically valid sample.

PROGRAM FUNDING:

The annual budget for this Program is $71,500.

If one of the Social Agencies is unable to place the total dollars allocated, the unspent funds may be reallocated among the remaining Social Agencies.

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RULES AND REGULATIONS
GAS

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RULES AND REGULATIONS
GAS

9.10 High-Efficiency Appliance Rebate program

APPLICATION:

The High-Efficiency Appliance Rebate Program is designed to assist customers reduce their natural gas use for space heating and water heating by providing incentives for high efficiency appliances. Incentives will cover a portion of the incremental cost of the high efficiency equipment.

DEFINITIONS:

Administrator: The program will be administered by the Empire District Gas Co. (“Empire” or “Company”).

Participant: An existing customer with an active account who is being served under any Residential or Small Commercial rate class, which includes builders, developers, and residential property owners, including landlords, who purchase and install a qualifying piece of equipment, as detailed below. This program is not available to inactive and final bill accounts.

Energy Efficiency Advisory Group (“EEAG”): A group comprised of Empire and various regulatory stakeholders, including but not limited to, Missouri Public Service Commission Staff, Office of Public Counsel, Division of Energy, and other customer and environmental advocates.

TERMS & CONDITIONS:

1. The program will offer incentives toward the purchase of qualifying equipment to eligible customers.
2. Eligible customers are existing customers with active accounts who are served under any Residential or Small Commercial rate class who purchase and install qualifying equipment within Empire’s service territory. This includes builders, developers, and residential property owners.

Customers will be eligible for the following rebates for verifiable purchase of the following qualified equipment:

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

RULES AND REGULATIONS
GAS

9.10 High-Efficiency Appliance Rebate program (continued)

Natural Gas Air Furnace		
Efficiency Level	**BTU Input**	**Rebate**
92% - 93% AFUE	30,000 or greater	$200.00
94% - 95% AFUE	30,000 or greater	$250.00
96% AFUE or greater	30,000 or greater	$300.00
Natural Gas Boiler		
Efficiency Level	**BTU Input**	**Rebate**
85% - 89% AFUE	30,000 or greater	$200.00
90% AFUE or greater	30,000 or greater	$300.00
Natural Gas Combination Water and Space Heating		
Efficiency Level	**BTU Input**	**Rebate**
0.62 EF or greater	40 gallon or greater	$450.00
85% AFUE or greater	30,000 or greater	$450.00
Natural Gas Storage Water Heater		
Efficiency Level	**BTU Input**	**Rebate**
0.67-0.81 EF	40 gallon or greater	$125.00
Natural Gas Tankless and Condensing Water Heater		
Efficiency Level	**BTU Input**	**Rebate**
0.82 EF or greater	N/A	$200.00
Programmable Thermostat		
Efficiency Level	**BTU Input**	**Rebate**
N/A	N/A	$25.00
0.82 EF or greater	N/A	$200.00
Programmable Thermostat		
Efficiency Level	**BTU Input**	**Rebate**
N/A	N/A	$25.00

EVALUATION:
An evaluation of the program will be conducted in a scope and timing mutually agreed upon by the Company and its EEAG.

PROGRAM FUNDING:
The annual budget for this Program is $75,000.

Program funds are available on a first-come, first-serve basis for each program year.

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RULES AND REGULATIONS
GAS

9.11 EDG Energy Education program

APPLICATION:
The Company will work with a vendor to share an energy and sustainability-based curriculum, as well as energy saving materials, with school-aged children in its service territory. These may also include Energy Educators Workshops. These workshops aim to continue empowering educators in Liberty service territories to create greener, healthier schools and incorporate the best practices of sustainability, particularly in the field of energy efficiency and conservation. The teachers are equipped with a series of low- or no-cost lesson plans that pair conventional teaching tools and methods with hands-on activities that encourage a wide range of students to think critically about the various processes and systems used to produce, deliver, and optimize energy usage, and the potential impacts of these processes and systems on the Earth's environment.

DEFINITIONS:

Vendor: A third party whose services may include both in-person and virtual workshops for educators and/or students, as well as kits of educational materials and curriculum, and direct install energy efficiency measures.

Participant: A public or private school in EDG's service territory. EDG will endeavor to distribute participant schools evenly amongst its service territory, and place educator workshops strategically amongst its service territory in order to minimize travel distances.

PROGRAM FUNDING:
The annual budget for this Program is $35,000.

RULES AND REGULATIONS
GAS

9.12 Energize EDG Homes program

PURPOSE:
The Energize EDG Homes program is intended to promote energy efficiency for existing residential customers by offering free direct installation of low-cost energy conservation measures and financial incentives for energy audits and the installation of low-cost energy-efficiency measures that improve home energy performance.

Program incentives are structures using a performance model. Participants are eligible to receive rebates covering 100 percent of the cost of an energy audit, up to $500, as well as additional incentives to offset the cost of eligible building shell upgrades and equipment, if modeled energy savings resulting from the installed upgrades meet the program's energy savings resulting from the installed upgrades meet the program's energy savings performance levels.

AVAILABILITY:
This program will be available to residential owner-occupants of existing single-family homes located in Missouri who purchase natural gas directly from EDG, in accordance with established program guidelines and with the parameters set forth below. Participants may not receive incentives under both the Energize EDG Homes Program and the High-efficiency Appliance Rebate.

Customer Eligibility Parameters

Fuel – Gas customer
Building Type – Residential, single-family (<5 units) homes
Building vintage – Existing structure
Building ownership – homeowner
Customer status – Home is primary residence
Rate schedule – Residential firm service rate

Applicants must own the entire building and occupy at least dwelling in the building. Mobile homes do not qualify.

QUALIFYING MEASURES AND INCENTIVE AMOUNTS:
This program will promote building envelope upgrades and other natural gas energy-efficiency measures that best meet customers' individual needs and objectives, providing heir project work scope and modeled energy savings meet program eligibility requirements. Whenever possible, energy auditors will directly install natural gas saving measures in the customer's residence at the time of the audit. Where they are recommended, customers will be required to install building envelope upgrades as a first step before investing in larger equipment measures. Typical measures include:

- Direct Installation measures: low-flow showerheads, faucet aerators, hot water heater blankets, and programmable thermostats
- Insulation: attic, wall, foundation, crawl space, ducts
- Infiltration reduction/air sealing
- High-efficiency heating equipment
- High-efficiency water heating equipment

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GR-2021-0320; YG-2023-0008

9.12 Energize EDG Homes program (continued)

CATEGORY	PROGRAM EQUIPMENT	INCENTIVE	CAP
Audit	Implement recommended upgrades to meet minimum Tier 1 requirements	100% of audit costs	$500
Direct Installation	All audit participants, where measures are deemed appropriate	100% of measure costs	N/A
Tier 1	Achieve 10% natural gas savings through recommended building shell measures only	35% of eligible project costs	$2,000
Tier 2	Achieve 20% natural gas savings, recommended building shell measures must be installed before equipment measures.	50% of eligible project costs	$5,000

PROGRAM FUNDING:

The annual budget for this Program is $35,000.

RULES AND REGULATIONS
GAS

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GR-2021-0320; YG-2023-0008

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

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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

RULES AND REGULATIONS
GAS

(RESERVED FOR FUTURE USE)

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

RULES AND REGULATIONS
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GR-2021-0320; YG-2023-0008

THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Territory

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GAS

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No.	2	3rd	Revised	Sheet No.	R-53
Canceling P.S.C. MO. No.	2	2nd	Revised	Sheet No.	R-53

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

FOR: All Territory

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10. SUMMARY OF TYPES AND AMOUNT OF CHARGES ALLOWED

Section	Type of Charge	Amount of Charge
2.04 (G)	Security Deposits	
	New Customer	One-sixth of annual billing
	Standard	Two times highest billing
2.07 (A)	Reconnect Charge	
	Normal Business Hours	$40.00
	After Normal Hours	$100.00, may be paid over two months
2.07 (B)	Connection Charge	
	After Normal Hours	$100.00
2.07 (C)	Collection Charge	$41.00
2.07 (D)	Reconnection Charge within 12 months of service termination	Greater of the sum of minimum monthly charges or the Reconnection Charge in 2.07A
2.07 (F)	Disconnection Charge	$40.00
2.08	Charge for Returned Checks	$20.00
2.09	Excess Flow Valves	$45.00
	New service	Actual cost, not to exceed $900
	Post installation activities	Actual costs
4.02 (B)	Meter Tampering	All associated costs
5.03	Meter Testing Requests	$65.00 (if meter is accurate)
5.04	Billing Adjustments	Varies by type and period to be adjusted depending upon revenue class
5.05	Non-Standard Meter Initial Setup Charge	$125 per meter
	Monthly Non-Standard Meter Charge	$15 per meter
	Self-read Customers Failure to Report/Inaccurate Reporting	5% interest on unpaid amounts resulting from failure to report or inaccurate reporting
6.04 (C)	Special Meter Reading Appointments	
	Other Than Normal Read Date	$5.00
	Outside of Normal Business Hours	$10.00
6.09	Late Payment Charge	One-half percent (0.25%) of unpaid bill.

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ISSUED BY: Charlotte Emery, Senior Director Rates and Regulatory Affairs

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10. SUMMARY OF TYPES AND AMOUNT OF CHARGES ALLOWED (Continued)

7.04 7.08	Construction charges for extension of gas facilities, extension upgrades, facility relocations, or excess facilities	Construction charges are specified in Company's Facilities Extension Agreement.
7.10	Charges for extension requests	Residential single family or small general service: no charge for: 150 feet of service line and or feet of main per Applicant, one meter not to exceed 399 cfh at ½ inch differential, one standard regulator and meter bar assembly; construction charges for additional facilities as per the Facilities Extension Agreement. Non-residential extension requests: Proven projects: Estimated construction costs less the standard construction allowance. Unproven/Indeterminate projects: Company has discretion to charge a Construction Charge. Estimated construction costs less the standard construction allowance. Residential multi-family or mobile home parks: Estimated construction costs less the standard construction allowance. Commercial or industrial extension requests: Estimated construction costs less the standard construction allowance.

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