

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

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

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

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

<b>INDEX GAS</b>
------------------

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:

<u>Type of Service</u>	<u>Schedule</u>	<u>Sheet No.</u>
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
Medium General Service	MGS	11
Large General Service	LGS	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
Medium General Service Transportation	MGST	34
Large General Service Transportation	LGST	37
Large Volume Flexible Rate Transportation Service	LVFRT	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

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

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

Sheet No. 2a  
Sheet No. \_\_\_\_\_

**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  
(Continued)

<u>Type of Service</u>	<u>Schedule</u>	<u>Sheet No.</u>
Tax and License Rider		66
Reserved for Future Use		67
Reserved for Future Use		68-71
Right of Way		72
Weather Normalization Adjustment Rider		73-76

DATE OF ISSUE: August 23, 2021  
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P.S.C. MO. No. 2  
Canceling P.S.C. MO. No.

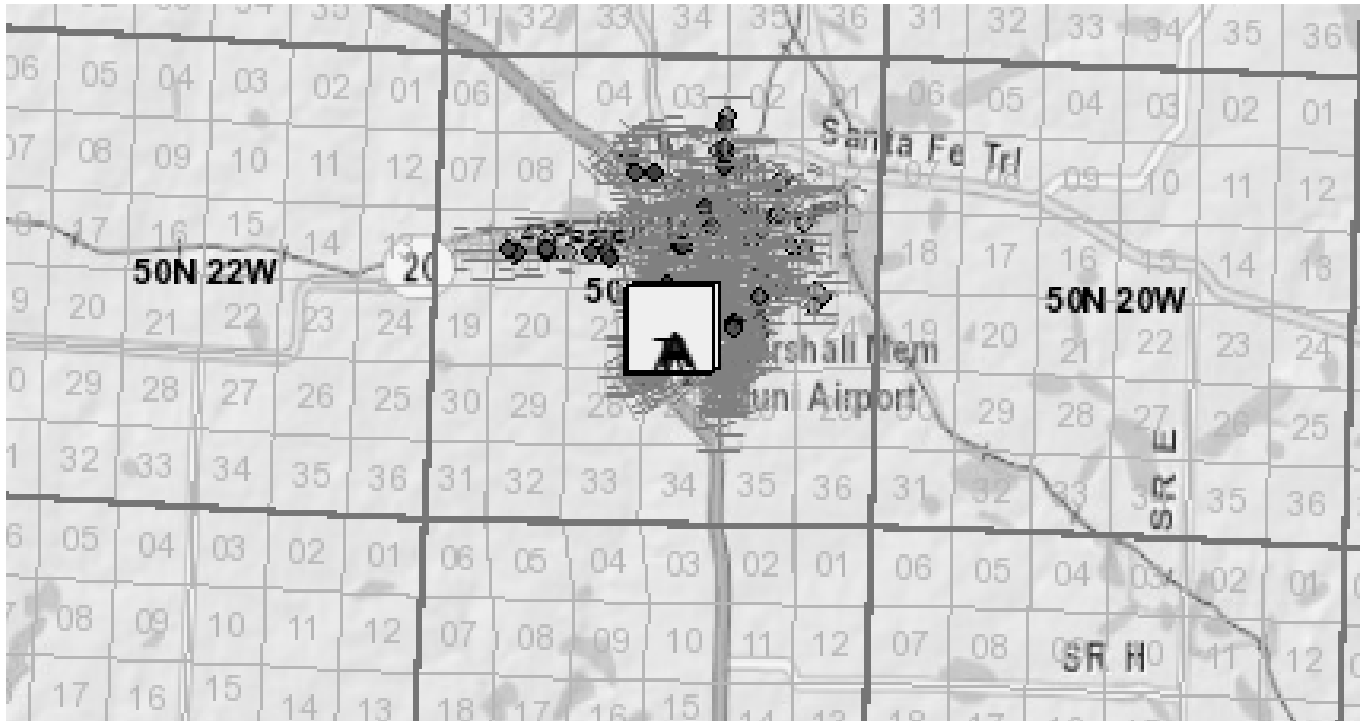
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THE EMPIRE DISTRICT GAS COMPANY  
d/b/a Liberty Utilities or Liberty  
JOPLIN, MO 64802

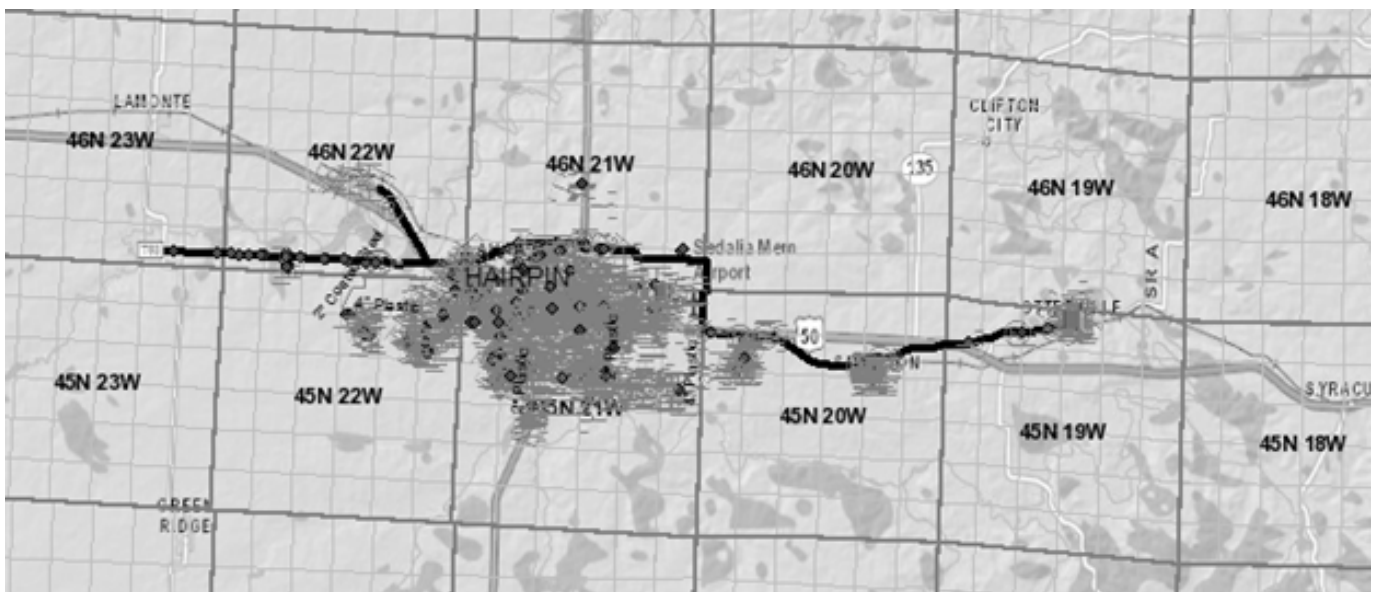
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Natural Gas Service

GAS SERVICE TERRITORY MAP

Marshall Gas Territory



Sedalia Gas Territory



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

Original

Sheet No. 8b  
Sheet No. \_\_\_\_\_

**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

GAS SERVICE TERRITORY MAP

**Leeton**



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

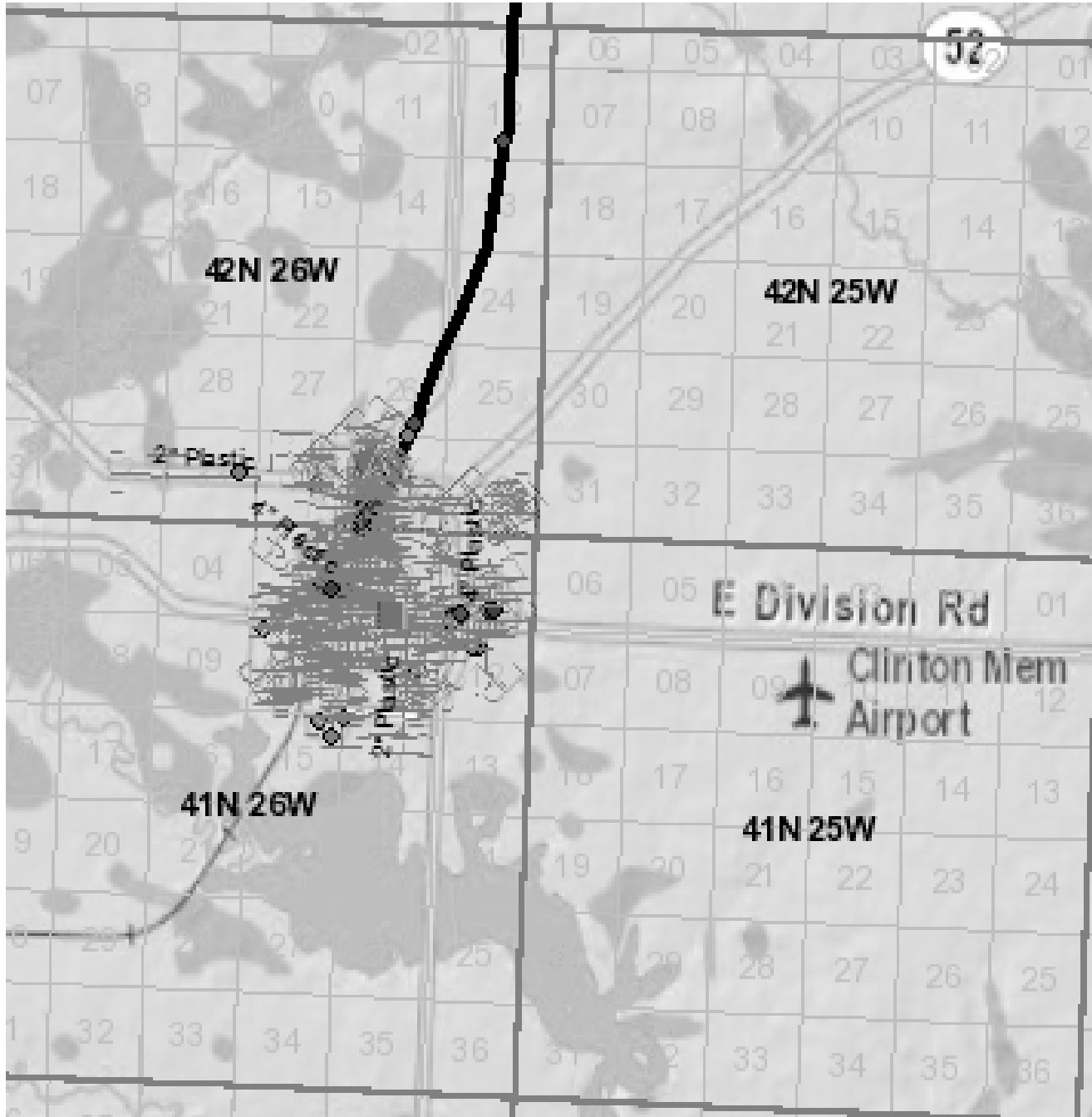
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**THE EMPIRE DISTRICT GAS COMPANY**  
d/b/a Liberty Utilities or Liberty  
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

GAS SERVICE TERRITORY MAP

**Clinton**



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EFFECTIVE DATE: September 22, 2021

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

Original

Sheet No. 8d  
Sheet No. \_\_\_\_\_

**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

GAS SERVICE TERRITORY MAP

**Nevada**



**Brunswick-Keytesville-Salisbury**



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

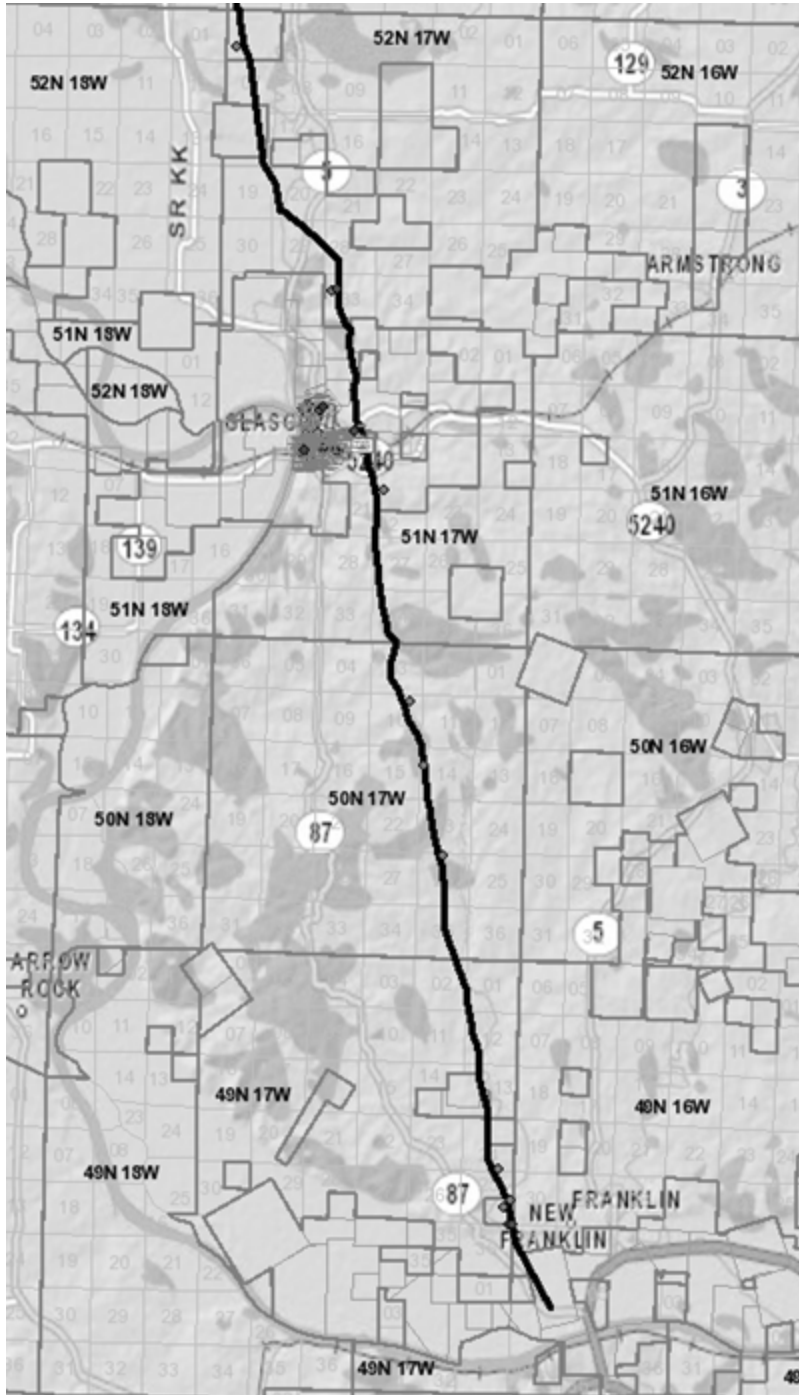
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THE EMPIRE DISTRICT GAS COMPANY  
d/b/a Liberty Utilities or Liberty  
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

GAS SERVICE TERRITORY MAP

Glasgow – New Franklin



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

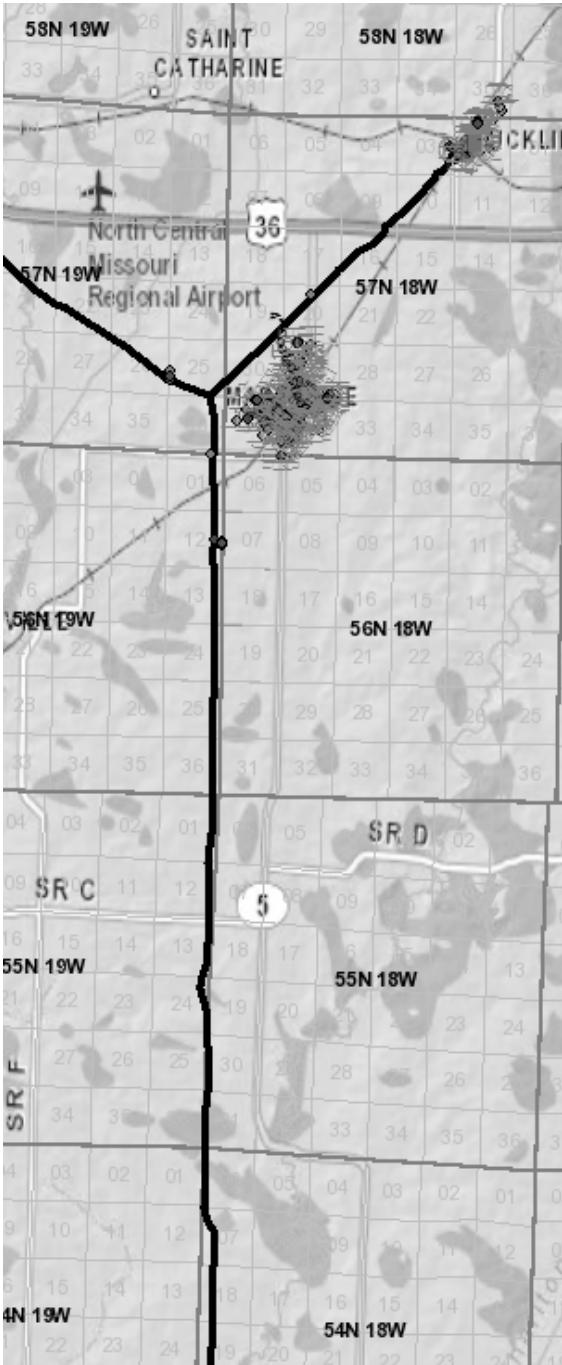
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Sheet No. \_\_\_\_\_

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d/b/a Liberty Utilities or Liberty  
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

GAS SERVICE TERRITORY MAP

**Bucklin – Marceline**





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

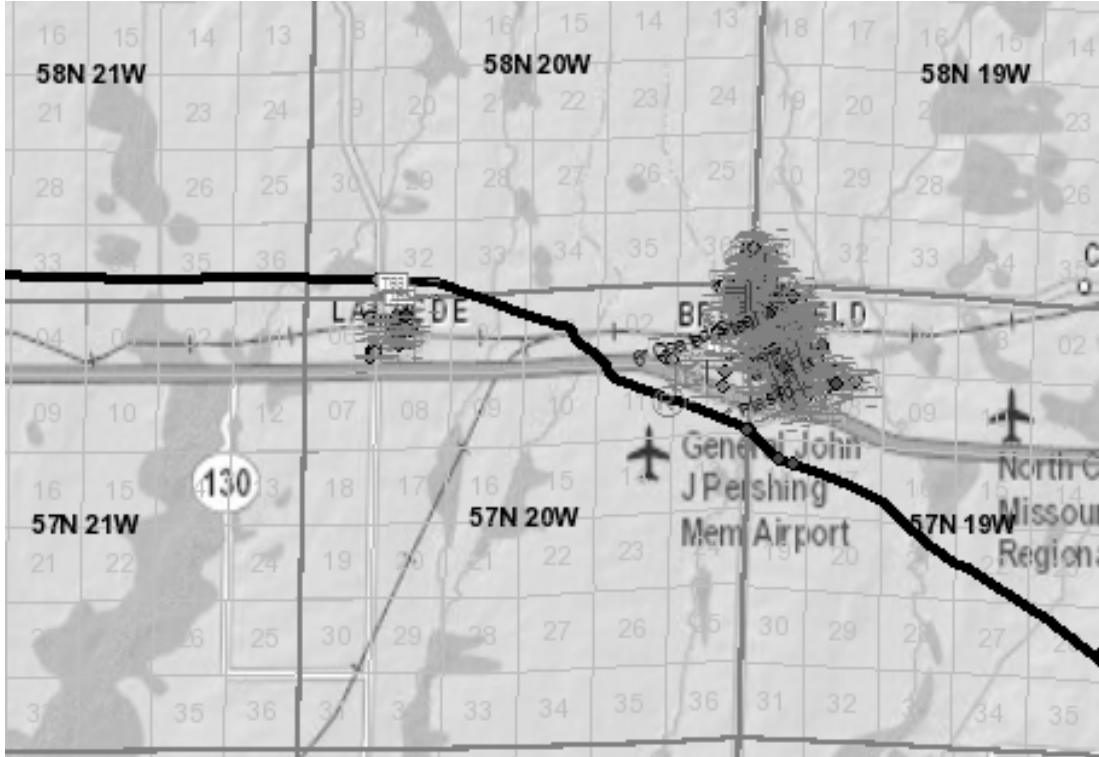
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Sheet No. \_\_\_\_\_

**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

GAS SERVICE TERRITORY MAP

**Brookfield – Laclede**



**Utica-Chillicothe-Wheeling-Meadville**



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

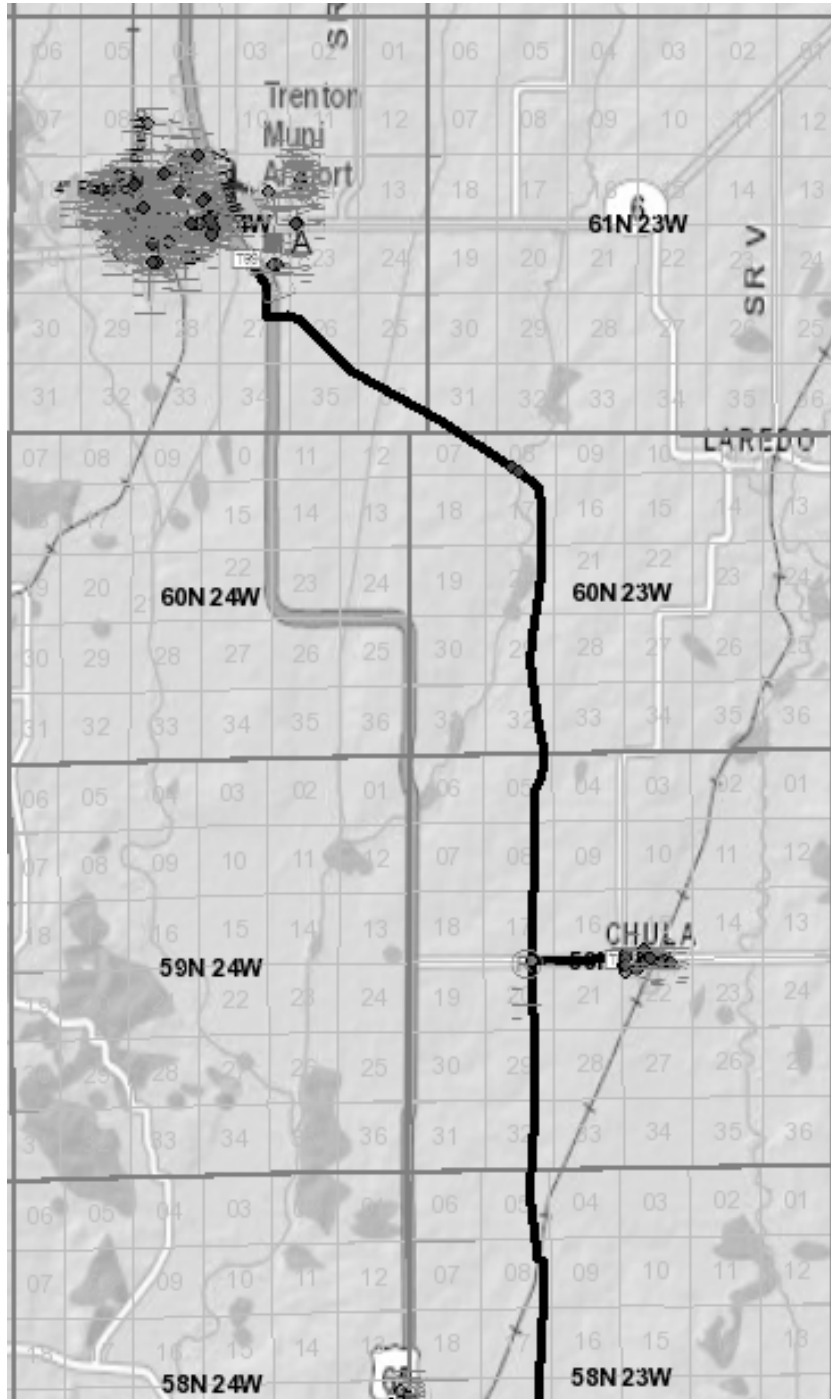
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**THE EMPIRE DISTRICT GAS COMPANY**  
d/b/a Liberty Utilities or Liberty  
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

GAS SERVICE TERRITORY MAP

**Chula – Trenton**



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

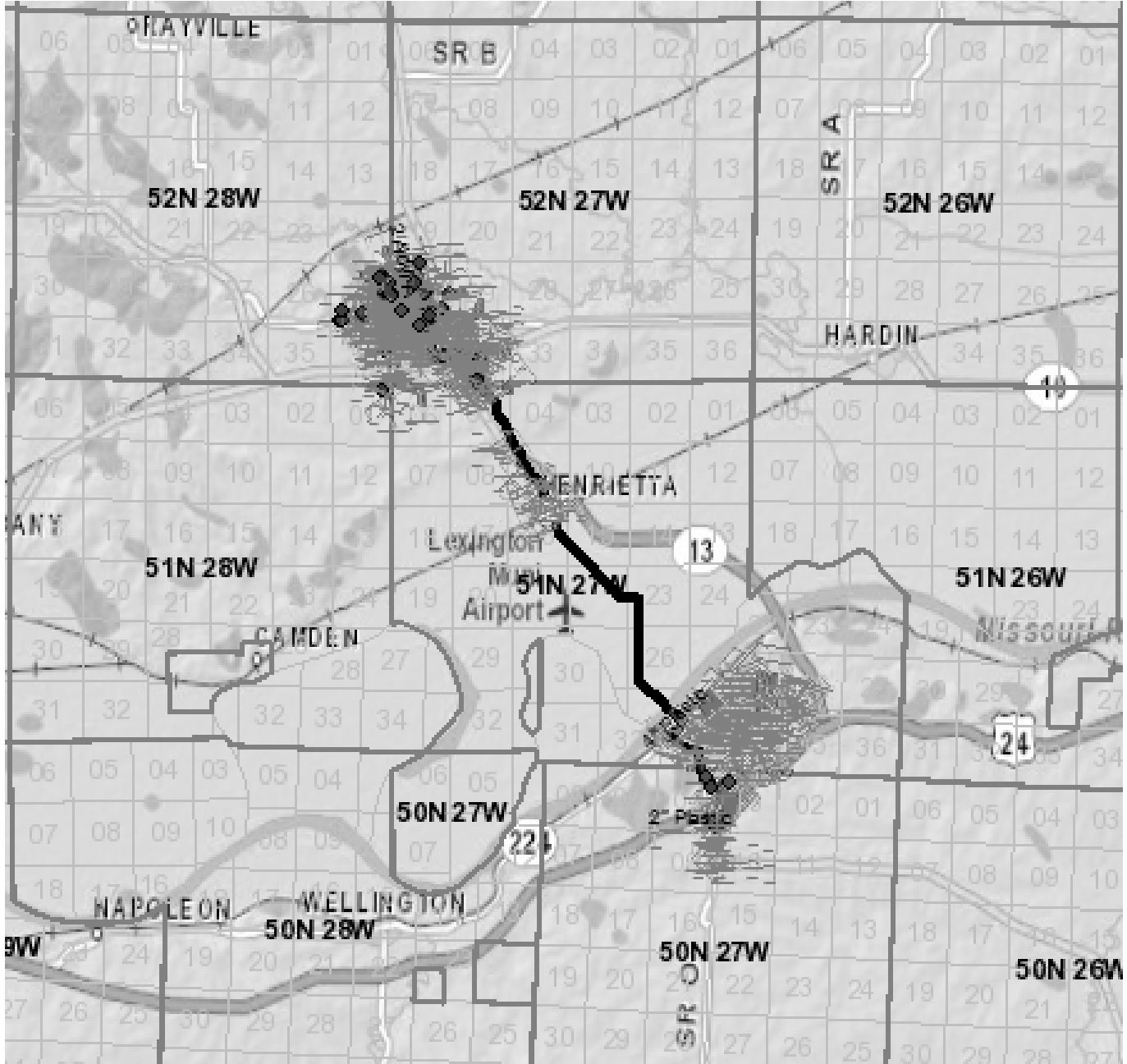
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Sheet No. \_\_\_\_\_

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d/b/a Liberty Utilities or Liberty  
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

GAS SERVICE TERRITORY MAP

**Lexington - Henrietta – Richmond**



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

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

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d/b/a Liberty Utilities or Liberty  
JOPLIN, MO 64802

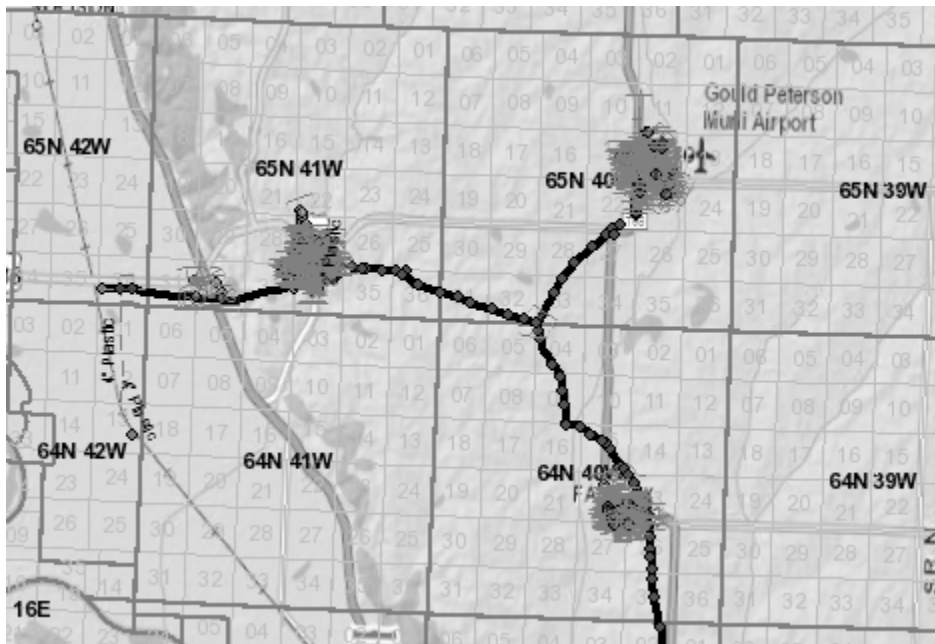
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Natural Gas Service

GAS SERVICE TERRITORY MAP

**Platte City – Tracy - Weston**



**Tarkio – Rock Port – Fairfax**



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

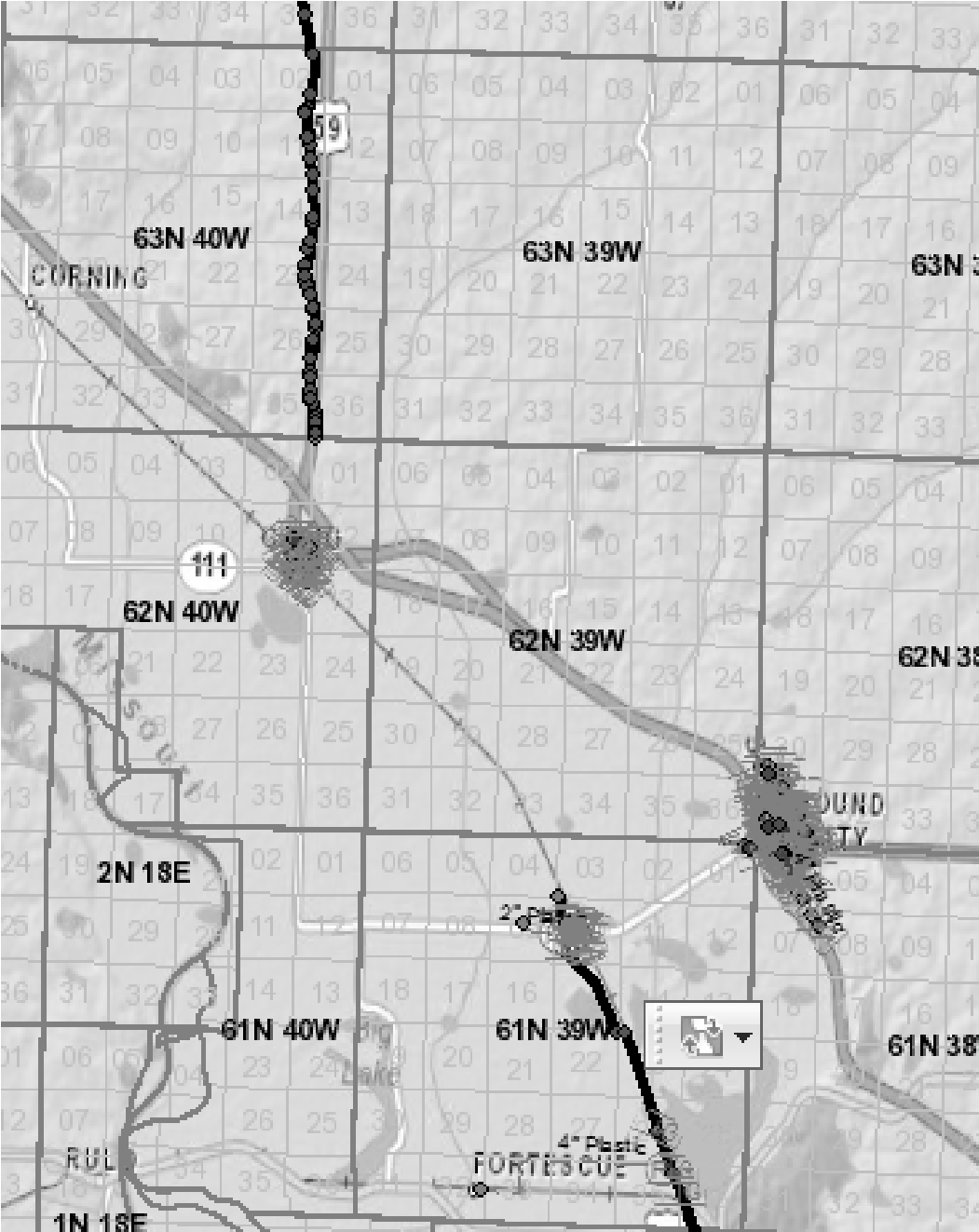
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d/b/a Liberty Utilities or Liberty  
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

GAS SERVICE TERRITORY MAP

**Craig – Mound City – Bigelow**



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

Original Sheet No. 81  
Sheet No. \_\_\_\_\_

**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

GAS SERVICE TERRITORY MAP

**Oregon**



**Ravenwood - Conception – Conception Junction**





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

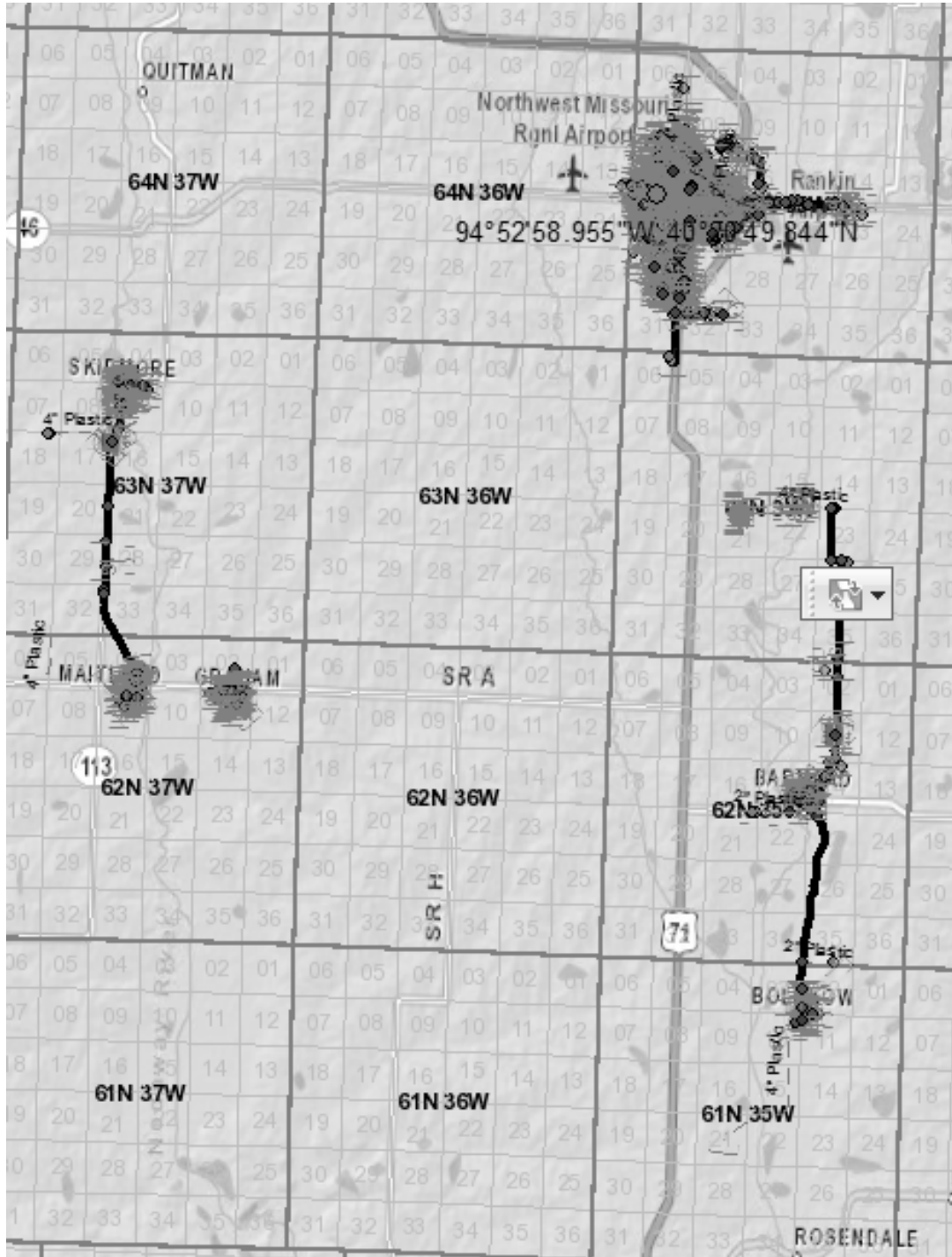
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Sheet No. \_\_\_\_\_

**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

GAS SERVICE TERRITORY MAP

**Maryville Gas Territory**



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P.S.C. MO. No.	<u>2</u>	<u>2nd</u>	Revised	Sheet No.	<u>9</u>
Canceling P.S.C. MO. No.	<u>2</u>	<u>1st</u>	Revised	Sheet No.	<u>9</u>

**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	\$ 18.10 per month
Energy Charge	\$ 0.21073 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.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. Mo. No. 2

1<sup>st</sup>

Revised Sheet No. 9.a

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

Original Sheet No. 9.a

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

For ALL TERRITORY

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P.S.C. MO. No.	<u>2</u>	<u>2nd</u>	Revised	Sheet No.	<u>10</u>
Canceling P.S.C. MO. No.	<u>2</u>	<u>1st</u>	Revised	Sheet No.	<u>10</u>

**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	\$ 0.25443 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.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. Mo. No. 2

1st

Revised Sheet No. 10.a

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

Original Sheet No. 10.a

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

For ALL TERRITORY

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(RESERVED FOR FUTURE USE)

P.S.C. MO. No.	<u>2</u>	<u>2nd</u>	Revised	Sheet No.	<u>11</u>
Canceling P.S.C. MO. No.	<u>2</u>	<u>1st</u>	Revised	Sheet No.	<u>11</u>

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

FOR: All Territory

MEDIUM GENERAL SERVICE  
RATE SCHEDULE MGS

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.

MEDIUM GENERAL SERVICE

Customer Charge	\$ 120.00 per month
Energy Charge	\$ 0.18466 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.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. Mo. No. 2

1st

Revised Sheet No. 11.1

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

Original Sheet No. 11.1

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

For ALL TERRITORY

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(RESERVED FOR FUTURE USE)

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

Direct Schedule JY-2

Page 22 of 70

P.S.C. MO. No.	<u>2</u>	<u>1st</u>	Revised	Sheet No.	<u>11a</u>
Canceling P.S.C. MO. No.	<u>2</u>	<u>          </u>	Original	Sheet No.	<u>          </u>

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

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P.S.C. Mo. No. 2

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Original Sheet No. 11.b

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**JOPLIN, MO 64802**

For ALL TERRITORY

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(RESERVED FOR FUTURE USE)

P.S.C. MO. No.	<u>2</u>	<u>2nd</u>	Revised	Sheet No.	<u>12</u>
Canceling P.S.C. MO. No.	<u>2</u>	<u>1st</u>	Revised	Sheet No.	<u>12</u>

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

FOR: All Territory

<p>LARGE GENERAL SERVICE RATE SCHEDULE LGS</p>
--

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 GENERAL SERVICE

Customer Charge	\$400.00 per month
Energy Charge	\$ 0.02210 per Ccf
Demand Charge, All Billing Demand	\$ 0.58738 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.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. Mo. No. 2

1st

Revised Sheet No. 13.a

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

Original Sheet No. 13.a

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

For ALL TERRITORY

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(RESERVED FOR FUTURE USE)

P.S.C. MO. No.	<u>2</u>	<u>2nd</u>	Revised	Sheet No.	<u>14</u>
Canceling P.S.C. MO. No.	<u>2</u>	<u>1st</u>	Revised	Sheet No.	<u>14</u>

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

FOR: All Territory

**LARGE VOLUME INTERRUPTIBLE SERVICE  
RATE SCHEDULE LVI**

AVAILABILITY

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

RESTRICTIONS

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

MONTHLY RATE

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

LARGE VOLUME INTERRUPTIBLE GAS SERVICE

Customer Charge	\$400.00 per month
Energy Charge	\$ 0.02210 per Ccf
Demand Charge, All Billing Demand	\$ 0.58738 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.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. Mo. No. 2

1st

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Original Sheet No. 15.a

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For ALL TERRITORY

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P.S.C. MO. No.	<u>2</u>	<u>2nd</u>	Revised	Sheet No.	<u>23</u>
Canceling P.S.C. MO. No.	<u>2</u>	<u>1st</u>	Revised	Sheet No.	<u>23</u>

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

<b>TRANSPORTATION SERVICE</b> <b>NATURAL GAS</b>
---

**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. Medium General Service Transportation (MGST)
3. Large General Service Transportation (LGST)
4. Large Volume Flexible Rate Transportation Service (LVFRT)
5. 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. Medium General Service
  - c. Large General Service;
  - d. Large Volume Interruptible Service;
  - e. School Districts as defined pursuant to Section 393.310, RSMo; and
  - f. 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 Customer 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.

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

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

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

TRANSPORTATION SERVICE  
NATURAL GAS

**D. TRANSPORTATION PROGRAM PROVISIONS**

**1. Contract Requirements:** All transportation customers must execute a written contract for transportation services with the Company prior to commencing transportation services. Contract forms are available from the Company.

**2. Term:** Any Transportation Service will be for a minimum term of one year and will be specified in the Transportation Contract.

**3. Gas Supply:** A transportation Customer will be responsible for the purchase and transportation of its entire natural gas Deliveries, including L&U, to the appropriate Receipt Point.

**4. Metering Requirements:** All transportation Customers, with the exception of individual schools participating pursuant to Section 393.310 RSMO, and those customers taking service under transportation rate schedule MGST 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).



P.S.C. MO. No.	<u>2</u>	<u>2nd</u>	Revised	Sheet No.	<u>29</u>
Canceling P.S.C. MO. No.	<u>2</u>	<u>1st</u>	Revised	Sheet No.	<u>29</u>

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

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

**TRANSPORTATION SERVICE  
NATURAL GAS**

**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 or inactions 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 shall warrant that they have legal title to all natural gas that Customer 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

P.S.C. MO. No.	<u>2</u>	<u>2nd</u>	Revised	Sheet No.	<u>30</u>
Canceling P.S.C. MO. No.	<u>2</u>	<u>1st</u>	Revised	Sheet No.	<u>30</u>

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

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

**TRANSPORTATION SERVICE  
NATURAL GAS**

**17. Liability:** Gas shall be and shall remain the property of the Customer while being transported and delivered by the Company. The Company shall not be liable to the Customer 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 with other gas supplies. The Customer 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. In the event of Marketer or Aggregator default, Customer is responsible for unpaid imbalance related penalties and unresolved cash outs.

**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 MGST), 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.

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

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

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

**TRANSPORTATION SERVICE  
NATURAL GAS**

**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.

D. Upon the issuance of an OFO, Schedule SGST and MGST Customer(s) or their designated agent(s) must comply with one of the following schedules for gas delivery by adhering to the applicable capacity utilization schedule below:

Delivery Requirements During OFO Aggravated by Under-delivery  
Capacity Utilization -- Not less than:

January - February	100%
March	75%
April	50%
November	75%
December	100%

Delivery Requirements During OFO Aggravated by Over-delivery  
Capacity Utilization -- Not more than:

January - February	50%
March	25%
April	15%
November	25%
December	50%

P.S.C. MO. No.	<u>2</u>	<u>2nd</u>	Revised	Sheet No.	<u>33</u>
Canceling P.S.C. MO. No.	<u>2</u>	<u>1st</u>	Revised	Sheet No.	<u>33</u>

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

FOR: All Communities and Rural Areas Receiving Natural  
Gas Service

TRANSPORTATION SERVICE  
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	\$0.25443
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.

P.S.C. MO. No.	<u>2</u>	<u>2nd</u>	Revised	Sheet No.	<u>34</u>
Canceling P.S.C. MO. No.	<u>2</u>	<u>1st</u>	Revised	Sheet No.	<u>34</u>

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

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

**TRANSPORTATION SERVICE  
RATE SCHEDULE MGST**

**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. MEDIUM GENERAL SERVICE TRANSPORTATION (MGST)**

**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 MGST 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	\$120.00
Delivery Charge-per Ccf	\$0.18466
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 and Refund factors 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,

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

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

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

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

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

Direct Schedule JY-2

Page 36 of 70

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

Revised Sheet No. 36  
Revised Sheet No. 36

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

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service



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ISSUED BY: Mike Beatty, Vice President



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P.S.C. Mo. No. 2

1st

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

Original Sheet No. 36.a

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

For ALL TERRITORY

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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

TRANSPORTATION SERVICE
RATE SCHEDULE LGST

I. LARGE GENERAL SERVICE TRANSPORTATION (LGST)

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 LGST 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:

Table with 2 columns: Description, All Systems. Rows include Customer Charge (\$400.00), Delivery Charge-per Ccf (\$0.02210), Demand Charge-per Ccf of Billing Demand (\$0.58738), 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.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. Mo. No. 2

1st

Revised Sheet No. 38.a

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

Original Sheet No. 38.a

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

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P.S.C. MO. No.	<u>2</u>	<u>2nd</u>	Revised	Sheet No.	<u>39</u>
Canceling P.S.C. MO. No.	<u>2</u>	<u>1st</u>	Revised	Sheet No.	<u>39</u>

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

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

TRANSPORTATION SERVICE  
RATE SCHEDULE LVFRT

**J. LARGE VOLUME FLEXIBLE RATE TRANSPORTATION SERVICE (LVFRT)**

**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 LVFRT rate.

**2. Metering:** The Company requires all LVFRT 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	\$400.00
Delivery Charge-per Ccf- Maximum	\$0.02210
Delivery Charge per Ccf- Minimum	\$0.00100
Demand Charge-per Ccf of Billing Demand-Maximum	\$0.58738
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

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. Mo. No. 2

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

1st Revised Sheet No. 40.a

Original Sheet No. 40.a

**THE EMPIRE DISTRICT GAS COMPANY**

**d/b/a Liberty Utilities or Liberty**

**JOPLIN, MO 64802**

For ALL TERRITORY

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

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

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

**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) must provide daily nominations to the applicable Interstate Pipeline Company. The Company will only accept confirmed Nominations from the applicable Interstate Pipeline Company. Customer(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) 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'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:

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

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

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

**TRANSPORTATION SERVICE**  
**NATURAL GAS**

- A. 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.

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### 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 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 account. All volumes delivered to the Customer in excess of volumes received by the Company from the applicable Interstate Pipeline for the Customer'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 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 which are less than volumes received by the Company from the applicable Interstate Pipeline for the Customer'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 by the applicable Interstate Pipeline.



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

THE EMPIRE DISTRICT GAS COMPANY  
d/b/a Liberty Utilities or Liberty  
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FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

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 that have Telemetry installed. The option selected by the Customer shall be in effect for every day once selected by the Customer and shall remain in effect until Customer selects a different daily balancing service. Customers must make their election to take the optional balancing services by October 1 of each year for the immediately following period November through March (winter). Customers must make their election of services by March 1 of each year for the immediately following period April through October (summer). In the event that a Customer fails to make an election for the above optional balancing service, the Customer will be assigned the previously elected balancing service option. Notice of the election period shall be posted on Company's Telemetry Transportation website thirty (30) days prior to the election dates (October 1 and March 1). Once Customer selects an Optional Balancing Service, the selection cannot be changed until the next specified election date (March 1 or October 1). The Optional Balancing Services described herein shall not be available during periods that a Customer is subject to an OFO, and Customers subject to an OFO will not be charged for the Optional Balancing Service during such OFO periods. During the transition period April 1, 2010 to October 1 2010, the March 1<sup>st</sup> selection deadline for the summer season shall be waived and transportation customers qualifying for Optional Balancing Service shall be allowed to select one of the optional services at the beginning of any billing month. The Optional Balancing Service selected by the Customer shall remain in effect until Customer selects a different daily balancing service at the next specified election date.

The Optional Balancing Service options are:

- a. This service enables a Customer 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 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.

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

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

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

TRANSPORTATION SERVICE  
NATURAL GAS

**C. Aggregation Pooling Service:** Customer(s) may initiate a combination of a group of MGST 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.

P.S.C. MO. No.	<u>2</u>	<u>1st</u>	Revised	Sheet No.	<u>56</u>
Canceling P.S.C. MO. No.	<u>2</u>	<u></u>	Original	Sheet No.	<u>56</u>

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

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

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 and for good cause shown, the Commission may permit the Company to divide the cumulative balances of each System's excess or deficit gas cost recovery revenue by estimated sales volumes for an extended period.

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.

P.S.C. MO. No.	<u>2</u>	<u>1st</u>	Revised	Sheet No.	<u>57</u>
Canceling P.S.C. MO. No.	<u>2</u>	<u></u>	Original	Sheet No.	<u>57</u>

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

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

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 excess or deficit gas cost recovery revenue by estimated sales volumes for an extended period, the carrying cost calculations shall be adjusted to allow a carrying cost that is reasonable given the length of the extended period.

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

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

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

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

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DATE OF ISSUE: September 23, 2021  
ISSUED BY: Mike Beatty, Vice President

EFFECTIVE DATE: September 22, 2021

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

Direct Schedule JY-2

Page 50 of 70

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

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

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

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

Original Sheet No. 73  
 Sheet No. \_\_\_\_\_

**THE EMPIRE DISTRICT GAS COMPANY**  
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FOR: RS and SGS Schedules

WEATHER NORMALIZATION ADJUSTMENT RIDER

**APPLICABILITY**

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

**CALCULATION OF ADJUSTMENT**

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

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

Where:

- i= the applicable billing cycle month
- WNA<sub>i</sub> = Weather Normalization Adjustment
- j = the billing cycle
- NDD<sub>ij</sub> = the total normal heating degree days based upon the daily normal weather as determined in the most recent rate case.
- ADD<sub>ij</sub>= the total actual heating degree days, base 65° at the applicable weather station: Kansas City International Airport for the North-South region and Conception Missouri for the Northwest region.
- C<sub>ij</sub>= the total number of customer charges charged in billing cycle j and billing month i
- B = the applicable coefficient: **0.1138846** for the residential class, **0.2524515** for the small commercial sales class and **0.3860507** for the small commercial transportation class in the North-South region; and **0.1102637** for the residential class, and **0.2313321** for the small commercial sales class in the Northwest region.

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

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

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

Original Sheet No. 74  
Sheet No. \_\_\_\_\_

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

FOR: RS and SGS Schedules

WEATHER NORMALIZATION ADJUSTMENT RIDER (Cont'd)

1. The Current Annual WNA ("CAWNA") shall be the sum of the billing cycle WNA for each of the twelve Monthly WNA<sub>i</sub> for the billing months in the applicable twelve-month period divided by the annual volumetric billing determinates set for the residential rate class in the most recent rate case.
2. Annual Reconciliation Rate ("SRR"): 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 CSWNA shall be calculated based on nine (9) months actual sales and three (3) months projected sales. The amount of over- or under-billing shall be adjusted as ordered by the Commission, if applicable. The resulting amount shall be divided by the annual volumetric billing determinates set for the residential rate class in the most recent rate case. Three (3) months prior to the end of the twelve (12) months of billing of each SRR, the over- or under-billing of the SRR shall be calculated based on nine (9) months actual sales and three (3) months projected sales. Any remaining over- or under-billing from the SRR shall be applied to the next SRR. The three (3) months projected sales associated with each CSWNA and SSR shall be trued-up with actuals upon calculation of the next applicable SSR.
3. The Company will make an annual rate filing with the Commission 30 days prior to the first effective day referenced in the CAWNA table to adjust the WNA Rider. Each CSWNA and SRR will remain in effect for twelve (12) months. The total WNA Rider rate shall be the sum of all effective CAWNAs and SRRs.
4. 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, carrying costs, at a simple rate of interest equal to the prime bank lending rate (as published in The Wall Street Journal on the first business day of such month), minus two percentage points, shall be applied to the Company's average beginning and ending monthly WNA balances. In no event shall the carrying cost rate be less than 0%. Corresponding interest income and expense amounts shall be recorded on a net cumulative basis for the WNA deferral period



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

Original Sheet No. 75  
Sheet No. \_\_\_\_\_

**THE EMPIRE DISTRICT GAS COMPANY**  
**d/b/a Liberty Utilities or Liberty**  
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FOR: RS and SGS Schedules

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

CAWNA Table:

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

SRR Table:

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

WNA Rider Rate:

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

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

Original Sheet No. 76  
Sheet No.

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

FOR: RS and SGS Schedules

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

CAWNA Table:

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

SRR Table:

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

WNA Rider Rate:

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

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

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

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

FOR: All Communities and Rural Areas Receiving  
 Natural Gas Service

**RULES AND REGULATIONS INDEX**  
**GAS**

		<u>Sheet No.</u>
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
9.09	Experimental Low Income Program Weatherization Variance.....	R-51e
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

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No.	<u>2</u>	<u>1st</u>	Revised	Sheet No.	<u>R-24</u>
Canceling P.S.C. MO. No.	<u>2</u>		Original	Sheet No.	<u>R-24</u>

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

<b>RULES AND REGULATIONS</b>
<b>GAS</b>

### 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. General Service (Residential Service and Small General Service)
2. Medium General Service
3. Large General Service
4. Small volume interruptible
5. 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.

P.S.C. MO. No.	<u>2</u>	<u>1st</u>	Revised	Sheet No.	<u>R-51a</u>
Canceling P.S.C. MO. No.	<u>2</u>	<u></u>	Original	Sheet No.	<u>R-51a</u>

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

FOR: Empire District Gas Residential Low-Income  
Customers

<b>RULES AND REGULATIONS</b> <b>GAS</b>
--

### 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 \$25,000, 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.

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

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

Original Sheet No. R-51a.1  
Sheet No. \_\_\_\_\_

**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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P.S.C. MO. No.	<u>2</u>	<u>1st</u>	Revised	Sheet No.	<u>R-51b</u>
Canceling P.S.C. MO. No.	<u>2</u>	<u></u>	Original	Sheet No.	<u>R-51b</u>

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

FOR: Empire District Gas Residential Low-Income  
Customers

<p>RULES AND REGULATIONS GAS</p>
--------------------------------------

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

P.S.C. MO. No.	<u>2</u>	<u>1st</u>	Revised	Sheet No.	<u>R-51c</u>
Canceling P.S.C. MO. No.	<u>2</u>	<u></u>	Original	Sheet No.	<u>R-51c</u>

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

FOR: Empire District Gas Residential Low-Income Customers

<b>RULES AND REGULATIONS</b>
<b>GAS</b>

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 15<sup>th</sup> 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.

DATE OF ISSUE: August 23, 2021  
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EFFECTIVE DATE: September 22, 2021



P.S.C. MO. No.	<u>2</u>	<u>2nd</u>	Revised	Sheet No.	<u>R-51d</u>
Canceling P.S.C. MO. No.	<u>2</u>	<u>1st</u>	Revised	Sheet No.	<u>R-51d</u>

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

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

**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 \$76,750.

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.

P.S.C. MO. No.	<u>2</u>	<u>2nd</u>	Revised	Sheet No.	<u>R-51g</u>
Canceling P.S.C. MO. No.	<u>2</u>	<u>1st</u>	Revised	Sheet No.	<u>R-51g</u>

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

FOR: All Communities and Rural Areas Receiving  
 Natural Gas Service

<b>RULES AND REGULATIONS</b> <b>GAS</b>
--

#### 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:

DATE OF ISSUE: August 23, 2021  
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P.S.C. MO. No. 2  
 Canceling P.S.C. MO. No. \_\_\_\_\_

Original Sheet No. R-51g.1  
 Sheet No. \_\_\_\_\_

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

FOR: All Communities and Rural Areas Receiving  
 Natural Gas Service

<b>RULES AND REGULATIONS</b>
<b>GAS</b>

9.10 High-Efficiency Appliance Rebate program (continued)

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

P.S.C. MO. No.	<u>2</u>	<u>2nd</u>	Revised	Sheet No.	<u>R-51h</u>
Canceling P.S.C. MO. No.	<u>2</u>	<u>1st</u>	Revised	Sheet No.	<u>R-51h</u>

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

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

**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.

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

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

<b>RULES AND REGULATIONS GAS</b>
--------------------------------------

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

ENERGY STAR<sup>®</sup> Windows

P.S.C. MO. No. 2 2nd Revised Sheet No. R-51j
Canceling P.S.C. MO. No. 2 1st Revised Sheet No. R-51j

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

9.12 Energize EDG Homes program (continued)

Table with 4 columns: CATEGORY, PROGRAM EQUIPMENT, INCENTIVE, CAP. Rows include Audit, Direct Installation, Tier 1, and Tier 2.

PROGRAM FUNDING:

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

P.S.C. MO. No.	<u>2</u>	<u>1st</u>	Revised	Sheet No.	<u>R-51k</u>
Canceling P.S.C. MO. No.	<u>2</u>	<u></u>	Original	Sheet No.	<u>R-51k</u>

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

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

<p>RULES AND REGULATIONS GAS</p>
--------------------------------------

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**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

Direct Schedule JY-2

Page 68 of 70

P.S.C. MO. No.	<u>2</u>	<u>2nd</u>	Revised	Sheet No.	<u>R-51I</u>
Canceling P.S.C. MO. No.	<u>2</u>	<u>1st</u>	Revised	Sheet No.	<u>R-51I</u>

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

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service



(RESERVED FOR FUTURE USE)



P.S.C. MO. No.	<u>2</u>	<u>2nd</u>	Revised	Sheet No.	<u>R-51m</u>
Canceling P.S.C. MO. No.	<u>2</u>	<u>1st</u>	Revised	Sheet No.	<u>R-51m</u>

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

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

<p>RULES AND REGULATIONS GAS</p>
--------------------------------------

(RESERVED FOR FUTURE USE)

P.S.C. MO. No.	<u>2</u>	<u>2nd</u>	Revised	Sheet No.	<u>R-51n</u>
Canceling P.S.C. MO. No.	<u>2</u>	<u>1st</u>	Revised	Sheet No.	<u>R-51n</u>

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

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

<p>RULES AND REGULATIONS GAS</p>
--------------------------------------

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