

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No.	<u>2</u>	<u>1st</u>	Revised	Sheet No.	<u>2</u>
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**THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802****FOR: All Communities and Rural Areas Receiving
Natural Gas Service****INDEX
GAS**

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

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

FOR: All Territory

RESIDENTIAL SERVICE RATE SCHEDULE
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AVAILABILITY

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

MONTHLY RATE

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

RESIDENTIAL SERVICE

Customer Charge	\$ 16.50 per month
Energy Charge	\$ 0.20721 per Ccf

MINIMUM MONTHLY BILL

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

RULES AND REGULATIONS

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

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

FOR: All Territory

<p align="center">SMALL COMMERCIAL FIRM SERVICE - SMALL RATE SCHEDULE SCFS</p>

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 COMMERCIAL FIRM SERVICE - SMALL

Customer Charge	\$25.00 per month
Energy Charge	\$ 0.26078 per Ccf
	For all usage

MINIMUM MONTHLY BILL

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

RULES AND REGULATIONS

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

FOR: All Territory

SMALL COMMERCIAL FIRM SERVICE - MEDIUM RATE SCHEDULE SCFM
--

AVAILABILITY

Available to all non-residential firm customers with annual usage of at least 5,000 Ccf but less than 20,000 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.

SMALL COMMERCIAL FIRM SERVICE - MEDIUM

Customer Charge	\$ 85.00 per month
Energy Charge	\$ 0.21960 per Ccf

MINIMUM MONTHLY BILL

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

RULES AND REGULATIONS

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THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Territory

SMALL COMMERCIAL FIRM SERVICE - LARGE
RATE SCHEDULE SCFL

AVAILABILITY

Available to all non-residential firm customers with annual usage of at least 20,000 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.

SMALL COMMERCIAL FIRM SERVICE - LARGE

Customer Charge \$ 200.00 per month
Energy Charge \$ 0.19766 per Ccf

MINIMUM MONTHLY BILL

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

RULES AND REGULATIONS

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

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

FOR: All Territory

**LARGE VOLUME FIRM GAS SERVICE
RATE SCHEDULE LVF****AVAILABILITY**

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

RESTRICTIONS

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

MONTHLY RATE

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

LARGE VOLUME FIRM GAS SERVICE

Customer Charge	\$400.00 per month
Energy Charge	\$ 0.02257 per Ccf
Demand Charge,	
All Billing Demand	\$ 0.60000 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.

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

FOR: All Territory

LARGE VOLUME FIRM GAS SERVICE (continued) RATE SCHEDULE LVF
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CHARACTER OF SERVICE

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

RULES AND REGULATIONS

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

INSTALLATION OF METERS AND REGULATORS

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

CONTRACT

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

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

FOR: All Territory

**LARGE VOLUME INTERRUPTIBLE GAS 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	\$ 0.02257 per Ccf
Demand Charge,	
All Billing Demand	\$ 0.60000 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.

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

FOR: All Territory

LARGE VOLUME INTERRUPTIBLE GAS SERVICE (continued) RATE SCHEDULE LVI

CHARACTER OF SERVICE

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

RULES AND REGULATIONS

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

INSTALLATION OF METERS AND REGULATORS

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

CONTRACT

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

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**THE EMPIRE DISTRICT GAS COMPANY
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FOR: All Territory

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THE EMPIRE DISTRICT GAS COMPANY
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FOR: All Territory

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THE EMPIRE DISTRICT GAS COMPANY
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THE EMPIRE DISTRICT GAS COMPANY
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THE EMPIRE DISTRICT GAS COMPANY
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THE EMPIRE DISTRICT GAS COMPANY
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FOR: All Territory

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THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving
Natural Gas Service

TRANSPORTATION SERVICE NATURAL GAS

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 Volume Firm Transportation Service Small (SVFTS)
2. Small Volume Firm Transportation Service Medium (SVFTM)
3. Small Volume Firm Transportation Service Large (SVFTL)
4. Large Volume Firm Transportation Service (LVFT)
5. Large Volume Flexible Rate Transportation Service (LVFRT)
6. 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 Commercial Firm Service Medium;
 - b. Small Commercial Firm Service Large;
 - c. Large Volume Firm 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** – An entity that is responsible for the Aggregation of natural gas to be delivered to more than one Customer. Any Aggregator or Marketer that serves more than one Customer that is eligible to be pooled for the purpose of forming an Aggregation Pool will be deemed to be an Aggregator, and will be required to execute an Aggregator Agreement as well as a Marketer Agreement.
4. **AGGREGATOR AGREEMENT**- A contract between the Company and an Aggregator that sets out the services requested, the responsibilities of the parties and the term of the agreement.
5. **ANCILLARY SERVICE**- A service that is ancillary to the receipt or delivery of Natural Gas, including without limitation storage and balancing.

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THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving
Natural Gas Service

TRANSPORTATION SERVICE
NATURAL GAS

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

7. COMPANY - The Empire District Gas Company

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

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

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

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

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

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

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

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

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

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

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**THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802****FOR: All Communities and Rural Areas Receiving
Natural Gas Service****TRANSPORTATION SERVICE
NATURAL GAS**

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

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

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

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

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

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

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

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**THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802****FOR: All Communities and Rural Areas Receiving
Natural Gas Service****TRANSPORTATION SERVICE
NATURAL GAS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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TRANSPORTATION SERVICE
NATURAL GAS

D. TRANSPORTATION PROGRAM PROVISIONS

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

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

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

4. Metering Requirements: All transportation Customers, with the exception of individual schools participating pursuant to Section 393.310 RSMO and those customers taking service under transportation rate schedules SVFTM and SVFTL, 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 or 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. Marketers and/or Aggregators who notify Company on behalf of Customers of the Customer's intent to convert from Sales to Transportation Service or to change the status of a Customer's transportation without the written approval of Customer shall pay 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).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Aggregation Pooling Service: The Company provides an Aggregation Service whereby one entity represents more than one Customer in a designated pool. 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., SVTS or LVTS), 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.

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

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

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

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

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

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

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TRANSPORTATION SERVICE
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E. PIPELINE CAPACITY RELEASE

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

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

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

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

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**THE EMPIRE DISTRICT GAS COMPANY
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Natural Gas Service****TRANSPORTATION SERVICE
RATE SCHEDULE SVFT****F. SMALL VOLUME FIRM TRANSPORTATION SERVICE SMALL (SVFTS)**

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 SVFTS 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	\$0.26078
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.

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Natural Gas Service**TRANSPORTATION SERVICE
RATE SCHEDULE SVFT (continued)**

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

G. SMALL VOLUME FIRM TRANSPORTATION SERVICE MEDIUM (SVFTM)

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 20,000 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 SVFTM 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	\$85.00
Delivery Charge-per Ccf	\$0.2196
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 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,

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 2 1st Revised Sheet No. 35
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THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving
 Natural Gas Service

TRANSPORTATION SERVICE RATE SCHEDULE SVFT (continued)

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

H. SMALL VOLUME FIRM TRANSPORTATION SERVICE LARGE (SVFTL)

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 20,000 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 SVFTL 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 cost of any other improvements made by Company in order to provide this voluntary telemetry service.

3. Monthly Charges:

Description	All Systems
Customer Charge	\$200.00
Delivery Charge per Ccf	\$0.19766
Meter Administration Fee per Meter (Voluntary Telemetry)	\$11.50
Mandatory Balancing Service per Ccf (Non-telemetry)	\$0.01500
Aggregation Charge per Ccf	\$0.00400
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.

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THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving
Natural Gas Service

TRANSPORTATION SERVICE RATE SCHEDULE SVFT (continued)
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6. General Rules, Regulations, Terms and Conditions: Service hereunder is subject to Company's General Rules and Regulations and applicable transportation provisions on file with the Missouri Public Service Commission,

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

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THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving
 Natural Gas Service

TRANSPORTATION SERVICE RATE SCHEDULE LVFT

I. LARGE VOLUME FIRM TRANSPORTATION SERVICE (LVFT)

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 LVFT 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. Monthly Charges: Customer's monthly bill shall be determined as a sum of the following:

Description	All Systems
Customer Charge	\$400.00
Delivery Charge-per Ccf	\$0.02257
Demand Charge-per Ccf of Billing Demand	\$0.60000
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.

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THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving
Natural Gas Service

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

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

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THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving
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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	\$0.02257
Delivery Charge per Ccf- Minimum	\$0.00100
Demand Charge-per Ccf of Billing Demand-Maximum	\$0.60000
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

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**THE EMPIRE DISTRICT GAS COMPANY
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TRANSPORTATION SERVICE RATE SCHEDULE LVFRT (continued)

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

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

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

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

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

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

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THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving
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TRANSPORTATION SERVICE
NATURAL GAS

K. SPECIAL CONTRACTS

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

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

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

The City of Marshall, Missouri
Pittsburg Corning

L. NOMINATIONS

1. Requirements: Customer(s), Marketer(s) and Aggregator(s) are required to provide daily nominations to the applicable Interstate Pipeline Company. The Company will only accept confirmed Nominations from the applicable Interstate Pipeline Company. Customer(s), Marketer(s) and Aggregator(s) must nominate at least 1 MMBtu on a daily basis.

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

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

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

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

- A. 10% daily tolerance, unless tolerance band is expanded to 35% or 60% using optional balancing services, without charges,
- 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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THE EMPIRE DISTRICT GAS COMPANY
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FOR: All Communities and Rural Areas Receiving
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TRANSPORTATION SERVICE NATURAL GAS

O. OPERATIONAL FLOW ORDERS (OFO)

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

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

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

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

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

B. Unauthorized Receipts: Customer, Aggregator or Marketer must take delivery of an amount of natural gas from the Company that is no less than the hourly or daily amount being received by the Company from the Connecting Pipeline Company for the Customer's account. All volumes delivered to the Customer, Aggregator or Marketer which are less than volumes received by the Company from the applicable Interstate Pipeline for the Customer's, Aggregator's or Marketer's account, that are in violation of the above condition, with the exception of a 5% daily tolerance, shall constitute an Unauthorized Delivery by Customer to Company. Customer 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, Aggregator or Marketer for any daily or monthly overrun penalties assessed to the Company, which are applicable to the Customer, Aggregator or Marketer by the applicable Interstate Pipeline.

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THE EMPIRE DISTRICT GAS COMPANY
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Natural Gas Service**TRANSPORTATION SERVICE**
NATURAL GAS

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

P. MEASUREMENT:

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

Q. RECORDING AND TELEMETRY EQUIPMENT:

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

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

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

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

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THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802FOR: All Communities and Rural Areas Receiving
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NATURAL GAS**R. OTHER MISCELLANEOUS SERVICES**

1. The following mandatory and optional services 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. SVFT Balancing Service: This service is mandatory for Customers under the SVTS rate schedules that do not have Telemetry installed. The cost of the service is \$0.015 per Ccf transported on Company's system. Revenues collected from the provision of this service will be credited to the overall general system gas cost through Company' PGA mechanism. The monthly charge for this service is in addition to the monthly charges set forth in Company's transportation service rate schedules.

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

The Optional Balancing Service options are:

- a.** This service enables a Customer or Marketer with Telemetry installed to expand its Daily Imbalance tolerance level from ten (10) percent to thirty-five (35) percent. The cost of the service to the Customer selecting this option is \$0.10 per Mcf (\$0.01 per Ccf) of daily gas nominated on the system. Revenues collected from the provision of this service will be credited to the overall general system gas cost through Company' PGA mechanism. The monthly charge for this service is in addition to the monthly charges set forth in Company's transportation service rate schedules.
- b.** This service enables a Customer or Marketer with Telemetry installed to expand its Daily Imbalance tolerance level from ten (10) percent to sixty (60) percent. The cost of the service to the Customer selecting this option is \$0.25 per Mcf (\$0.025 per Ccf) of daily gas nominated on the system. Revenues collected from the provision of this service will be credited to the overall general system gas cost through Company' PGA mechanism. The monthly charge for this service is in addition to the monthly charges set forth in Company's transportation service rate schedules.

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Natural Gas Service

TRANSPORTATION SERVICE NATURAL GAS

C. Aggregation Pooling Service: A Customer, Marketer or Aggregator may combine a group of LVTS 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. If a Marketer purchases this Aggregation Service, 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.

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THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving
Natural Gas Service

RESERVED FOR FUTURE USE
GAS

RESERVED FOR FUTURE USE

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THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: Sedalia, Missouri and Surrounding Rural Areas

RESERVED FOR FUTURE USE
GAS

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FOR: Sedalia, Missouri and Surrounding Rural Areas

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

FOR: Sedalia, Missouri and Surrounding Rural Areas

**RESERVED FOR FUTURE USE
GAS**

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THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Territory

RIGHT-OF-WAY SCHEDULE ROW

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

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

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2.04 Deposits and Guarantees of Payment (Continued)

- (2) The customer deposit interest during the calendar year will be simple interest of one percentage point (1.0%) above the prime rate published in the Wall Street Journal on the last business day in December of the prior year. Interest shall be either credited to the service account of the customer on an annual basis or paid upon the return of the deposit, whichever occurs first. Interest shall not accrue on any deposit after the date Company has made a reasonable effort to return such deposit to the customer. This Rule shall not preclude Company from crediting interest upon each service account during one (1) billing cycle annually.
- (3) Upon discontinuance or termination of service other than for a change of service address, the deposit shall be credited, with accrued interest, to the utility charges on the final bill. The balance, if any, shall be returned to the customer within twenty-one (21) days of the rendition of the final bill.
- (4) Upon satisfactory payment of all undisputed gas charges during the last twelve (12) months, it shall be promptly refunded or credited, with accrued interest, against charges stated on subsequent bills. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent provided it is not in dispute. Payment of a disputed bill shall be satisfactory if made within ten (10) days of resolution or withdrawal of the dispute. Company may withhold refund of a deposit pending the resolution of a dispute with respect to charges secured by the deposit. Security deposits from nonresidential customers may be retained by the Company as a guarantee of final bill. Only new customers taking service after the effective date of April 1, 2010 shall be subject to the requirement.
- (5) Company shall maintain records, which show the name of each customer who has posted a deposit, the current address of the customer, the date and amount of deposit, the date and amount of interest paid, and information to determine the earliest possible refund date.
- (6) Each customer posting a security deposit shall receive in writing at the time of tender of deposit or with the first bill a receipt as evidence of deposit, unless Company shows the existence or nonexistence of a deposit on the customer's bill, in which event the receipt shall not be required unless requested by the customer. The receipt shall contain the following minimum information: name of customer, date of payment, amount of payment, identifiable name, signature, and title of Company employee receiving payment, and statement of the terms and conditions governing the payment, retention, and return of deposits.

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2.07 Charge for Connecting or Reconnecting Service

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

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

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

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

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

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

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**THE EMPIRE DISTRICT GAS COMPANY
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**RULES AND REGULATIONS
GAS**

4. INSTALLATIONS

4.01 Customer's Installation

- A. The customer shall install and maintain gas apparatus to be connected and served from Company's facilities so as to conform to good practice applying to such installation. Company assumes no responsibility for the design or condition of the customer's installation.
- B. Company shall be responsible for all gas service pipe from the gas main to the closest customer structure requiring service when providing service to a premise having multiple structures.
- C. The customer shall be solely responsible for the maintenance of all piping and all other gas equipment on the premise which is owned by the customer and not specifically stated as the responsibility of Company within these Rules, except that Company shall be responsible for conducting annual instrument leak surveys over the buried piping.
- D. Company shall perform an initial inspection for leaks in the customer's piping and equipment prior to connecting such piping and equipment to the service lines. If such piping and equipment are found to have leaks, Company shall not make the connection of such piping and equipment to its lines until such leaks have been corrected by the customer. If leaks are discovered in the customer's piping or equipment subsequent to making the connection of the customer's piping and equipment to service lines, Company will notify the customer of the leak and unless the leak is corrected immediately, Company may discontinue service.
- E. The customer shall be solely responsible for the maintenance of all piping and all other gas equipment on the premise which is owned by the customer and not specifically stated as the responsibility of EDG within these Rules, except that Company shall be responsible for conducting periodic (as required by Commission Rules) instrument leak surveys over the buried piping.

4.02 Protection of Company's Property

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

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

5.03 Meter Testing

- A. Company's meters shall be tested for accuracy in accordance with the Commission's Rule included in 4 CSR 240-10.030, subject to the terms of the waiver approved in Doc. GE-2006-0330 dated April 9, 2006.
- B. Request Tests: Upon a request by a customer, the Company shall test the meter servicing that customer, except that such tests need not be made more frequently than once in eighteen months. A written report of the test shall be mailed to the customer within 10 days of the completed test and a record of each test shall be kept on file at the Company's office. The Company shall give the customer or a representative of the customer the opportunity to be present while the test is conducted. If the test finds the meter is accurate within the limits accepted by the Company in its meter inspection and testing program, the Company may charge the customer the fee listed in Section 10. The customer shall be advised of any potential charge before the meter is removed for testing. The Company's inspection and meter testing program provides a two (2) percent tolerance for determining whether a meter is considered accurate under this section.

5.04 Billing Adjustments

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

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FOR: All Communities and Rural Areas Receiving
Natural Gas Service

<p>RULES AND REGULATIONS GAS</p>

6.09 Late Payment Charge

- A. For Residential Customers, Company may add a sum equal to a simple one-half percent (0.50%) per month of the original net amount due on any unpaid bill for gas service excluding deposit arrears, amounts agreed to be paid pursuant to a deferred payment agreement, and circumstances where restricted by law or regulation.
- B. For all other rate classes, Company may add a sum equal to one-half percent (0.50%) per month of the original net amount due on any unpaid bill for gas service excluding deposit arrears, amounts agreed to be paid pursuant to a deferred payment agreement, and circumstances where restricted by law or regulation.
- C. An unpaid bill shall be any billing amount that remains owing to Company and not in dispute after the delinquent date stated on the bill.
- D. Failure to pay the late payment charge may be grounds for discontinuance of service in accordance with Section 2.05.

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THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: Sedalia, Missouri and Surrounding Rural Areas

RULES AND REGULATIONS GAS

9.07 Experimental Low Income Program ("ELIP")

APPLICATION

This Experimental Low Income Program ("ELIP") is available for service billed under Schedule RS, Residential Service, to qualified natural gas space heating customers. The ELIP will provide participants with a fixed credit on their monthly bill ("ELIP Credit"). Customers participating in the ELIP program shall receive the credit during the months of November through March. This 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

Qualified Customer – An Empire customer receiving service under Schedule RS whose annual income is verified, by Missouri Valley Community Action Agency ("MVCAA"), as no greater than 125 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).

Applicant – A qualified customer who submits an ELIP application form for the ELIP credit.

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

Program Funding – Annual funding for the Experimental Low Income Programs is based on the Unanimous Stipulation and Agreement in Case No. GR-2004-0072. A total of \$25,000 will be funded by Company for the experimental rate discounts. The rate discounts will consist of two tiers of credits for Company's residential gas customers in the areas served by MVCAA with incomes in the range of 0% to 125% of the Federal Poverty Level.

Agency – The social services agency serving the Sedalia, Missouri service territory that qualifies and assists ELIP customers pursuant to agreement between Company and the Agency.

AVAILABILITY

Service under this rate schedule shall be available to qualified ELIP program participants in the Sedalia, Missouri service territory who satisfy the following eligibility requirements:

1. Participant must be a Company residential customer receiving service under the RS rate schedule, who has been weatherized in the past 3 years, or agrees to be weatherized, under the Federal Low Income Weatherization Assistance Program ("LIWAP") program
2. Participant's annual household income must be verified initially, and annually thereafter, as no more than 125 percent of the Federal Poverty Level.
3. For purposes of determining the level of the ELIP credit to be received, the participants will be categorized as follows:
 - a. Group A – participants whose annual income has been verified as being from 0 to 50 percent of Federal Poverty Level.
 - b. Group B – participants whose annual income has been verified as being from 51 to 125 percent of the Federal Poverty Level.

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

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THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: Sedalia, Missouri and Surrounding Rural Areas

RULES AND REGULATIONS
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9.07 Experimental Low Income Program ("ELIP") (Continued)

4. Participants who have outstanding arrearages shall enter into special payment agreements through which the arrearages shall be paid monthly, in an amount mutually agreed upon by both the participants and Company, not to exceed \$20/month. This payment agreement will be considered a deferred payment agreement for purposes of R-31-6.09 A.
5. Participants must provide, via an interview or questionnaire, information related to their energy use and program participation. Any information provided in these interviews or questionnaires that are later made public will not be associated with the participants name, street address or telephone number.
6. Any provision of the Company's Rules and Regulations applicable to the Company's residential customer will also apply to ELIP customers.

ENERGY ASSISTANCE

1. Participants who have not previously completed an application for a Low Income Home Energy Assistance Program ("LIHEAP") grant agree to apply for a LIHEAP grant when such grants become available. Company, through the Agencies, shall assist ELIP participants with completion of LIHEAP application forms when such assistance is required.
2. Applicants agree to apply for any other available energy assistance programs identified by the Company, including the LIWAP weatherization program administered by MVCAA.

CREDIT AMOUNT

Participants will receive the ELIP credit each month during the months of November to March, as long as the participant continues to meet the ELIP eligibility requirements.

Up to 120 participants shall receive the ELIP credit in the following amounts, not to exceed the participant's monthly utility bill:

Group A – \$60 per month
Group B – \$40 per month

DISCONTINUANCE AND REINSTATEMENT:

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

1. If Company, through MVCAA, 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 ELIP 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.

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

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THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: Sedalia, Missouri and Surrounding Rural Areas

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9.07 Experimental Low Income Program ("ELIP") (Continued)

MISAPPLICATION OF THE ELIP CREDIT:

Providing incorrect or misleading information to obtain the ELIP credit shall constitute a misapplication of the ELIP credit. If this occurs, the Company may discontinue the ELIP credit and re-bill the account for the amount of all ELIP 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 ELIP 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 ELIP program has been designed so that the Company neither profits from nor incurs losses as a result of offering this program. The Company will notify MVCAA of participants that become disqualified from the program. MVCAA will notify the Company of applicant qualification to the program by the 15th day of each month during the months of November through March. If a participant leaves the program, he/she must reapply for qualification through MVCAA, and MVCAA 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 MVCAA 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 MVCAA, 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. ELIP 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 MVCAA 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.

Pursuant to a Stipulation and Agreement in Case No. GR-2004-0072, this program may be evaluated in the Company's next rate or complaint case.

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THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving
Natural Gas Service

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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 initial evaluation, consisting of an impact and a process evaluation, of the program based on the first two program years will be conducted during the first six months of the third program year, provided there are enough participants for a statistically valid sample.

PROGRAM FUNDING:

The budget for this Program in the initial year is \$71,500.

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

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EMPIRE DISTRICT GAS CO.
JOPLIN, MO 64802

FOR: Sedalia, Missouri and Surrounding Rural Areas

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9.09 Experimental Low Income Program Weatherization Variance

PURPOSE:

This Variance (Variance) to The Empire District Gas Company ("Empire" or "Company") Weatherization Program (Sheet Nos. 68-71) is intended to enhance weatherization of qualified Customers' homes and subsequently reduce their energy usage. This Variance will assist Local Social Agencies to carry out the Weatherization Program in accordance with the Federal American Recovery and Reinvestment Act ("ARRA") of 2009. The ARRA enhances the Low Income Weatherization Assistance Program (LIWAP) administered by the U.S. Department of Energy (DOE) through the Missouri Department of Natural Resources ("DNR"), Energy Center ("EC"). The ARRA greatly expands the Federal funding available to LIWAP and increases the average expenditure to weatherize a home. This Variance will allow LIWAP Agencies to redirect funds allocated for the 2009 Weatherization Program ("Program") weatherization funds as specified in DESCRIPTION.

Empire's participation in this Program is limited to the funds allocated for that purpose and approved by the Missouri Public Service Commission (Commission) in Case No. GR-2004-0072. Funds spent using this Variance will be considered as funds spent for the Weatherization Program.

AVAILABILITY:

Weatherization provided to eligible Customers will be enhanced beyond what is provided under the current Program as a result of the ARRA and this Variance.

ADMINISTRATION:

The Program will continue to be administered by the Agencies in the Weatherization Program. The funding under the Variance is available to the Agencies that qualify and assist Customers under the LIWAP.

TERM:

This Variance will start on the effective date of this tariff and continue through December 31, 2009.

DESCRIPTION:

Agencies that administer the LIWAP may use the Variance funds for expenditures categorized below. Expenditures must include notation of the appropriate category.

I. Equipment

- a. Blower Door
- b. Combustion Gas Detector
- c. Carbon Monoxide/Combustion Gas Monitor
- d. Infrared Camera
- e. Vehicles/Trailers
- f. Insulation Blowers
- g. Hand Tools

II. Workforce

III. Training

- a. Basic Weatherization
- b. Building Performance Institute Training
- c. Whole House Protocol
- d. Lead Safe

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

FOR: Sedalia, Missouri and Surrounding Rural Areas

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9.09 Experimental Low Income Program Weatherization Variance (Continued)

IV. Administration

- a. Administrative Support Staff
- b. Office Equipment
- c. Office Furniture

V. Space Needs

- a. Office Space
- b. Storage Space

V. Outreach to Eligible Customers

Empire will review all expenditures for appropriateness and reasonableness.

DEFINITIONS:

Program – Empire Weatherization Program described in Tariff Sheets Nos. 68-71.

LIWAP – Low Income Weatherization Assistance Program (LIWAP) administered by the U.S. Department of Energy (DOE) through the Missouri Department of Natural Resources (DNR), Energy Center (EC).

Agency – A Local Social Agency that is a DNR-EC subcontractor which provides the LIWAP in an area of the state.

FUNDING:

The total amount of the Variance funds will be defined in the agreement between the Company and the Agency. The total of the grants will not exceed the weatherization allocation for 2009.

Roll-over grants under the Weatherization Program will remain available to the Agencies under the guidance of the LIWAP and Tariff Sheet Nos. 68-71.

REPORTING AND EVALUATION:

Agencies that administer funds under the Variance will submit a monthly report(s) to Empire and EC. Each report will provide an accounting of the funds received and spent during the Variance term. The report will include the following information for each participating Agency:

- a. Funds provided by Empire and spent on each of the categories defined above;
- b. Homes weatherized for the Company's Customers;
- c. Number of weatherization jobs completed; and
- d. Number of weatherization jobs "in progress" at the end of the Variance.

At the end of the Variance Term the Company and EC will provide a report that will summarize and evaluate the effect of the Variance. The reports shall be subject to audit by the Commission Staff and Public Counsel.

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THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving
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9.10 ENERGY STAR® Water Heater Program

APPLICATION:

The ENERGY STAR® Water Heater Program ("Program") is designed to assist customers reduce their natural gas use for water heating by providing incentives for high efficiency systems. Incentives will cover a portion of the incremental cost of the high efficiency, ENERGY STAR qualified system. This Program was approved by the Missouri Public Service Commission in Case No. GR-2009-0434.

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 ENERGY STAR natural gas water heater. This program is not available to inactive and final bill accounts.

TERMS & CONDITIONS:

1. The program will offer incentives toward the purchase of ENERGY STAR natural gas water heaters 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 a qualifying ENERGY STAR natural gas water heater within Empire's service territory. This includes builders, developers, and residential property owners.
3. Customers will be eligible for the following rebates:
 - a. \$75 for an ENERGY STAR rated natural gas tank water heater
 - b. \$200 for an ENERGY STAR rated natural gas tankless water heater
4. This Program will continue for three (3) years from the effective date of this tariff, unless otherwise ordered by the Commission.

EVALUATION:

An initial evaluation, consisting of an impact and a process evaluation, of the program based on the first two program years will be conducted during the first six months of the third program year, provided there are enough participants for a statistically valid sample.

PROGRAM FUNDING:

The budget for this Program in the initial year is \$28,500.

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

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THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving
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9.11 ENERGY STAR® Space Heating Program

APPLICATION:

The ENERGY STAR® Space Heating Program ("Program") is designed to assist customers reduce their natural gas use for space heating by providing incentives for high efficiency systems. Incentives will cover a portion of the incremental cost of the high efficiency, ENERGY STAR qualified system. This Program was approved by the Missouri Public Service Commission in Case No. GR-2009-0434.

DEFINITIONS:

Administrator: The program will be administered by Empire District Gas Company ("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 and commercial property owners who purchase and install a qualifying ENERGY STAR natural gas space heating system within Empire's service territory. This program is not available to inactive and final bill accounts.

TERMS & CONDITIONS:

1. The program will offer incentives toward the purchase of ENERGY STAR natural gas space heating systems 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 a qualifying ENERGY STAR natural gas space heating system within Empire's service territory. This includes builders, developers, and residential and commercial property owners.
3. Customers will be eligible for the following rebates:
 - a. \$200 for an ENERGY STAR rated natural gas furnace;
 - b. \$200 for an ENERGY STAR rated natural gas boiler;
 - c. \$200 for an ENERGY STAR rated natural gas combined heating/water heating system;
 - d. \$25 for a programmable thermostat if purchased in conjunction with a qualifying space heating system.
4. This Program will continue for three (3) years from the effective date of this tariff, unless otherwise ordered by the Commission.

EVALUATION:

An initial evaluation, consisting of an impact and a process evaluation, of the program based on the first two program years will be conducted during the first six months of the third program year, provided there are enough participants for a statistically valid sample.

PROGRAM FUNDING:

The budget for this Program in the initial year is \$51,750.

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

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THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving
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9.12 Home Performance with ENERGY STAR® Program

APPLICATION:

The Home Performance with ENERGY STAR® Program ("HPwES") is designed to encourage and facilitate whole-house energy improvements to existing housing. Empire District Gas Company ("Empire" or "Company") will provide incentives to cover a portion of the cost of the required energy audit and for a portion of the total cost of installed insulation. This Program was approved by the Missouri Public Service Commission in Case No. GR-2009-0434.

DEFINITIONS:

Administrator: The Program will be administered by the Company.

Assessment: An initial energy evaluation of the home conducted by an energy auditor approved by the national Home Performance with ENERGY STAR Program.

Consultant: Third party companies certified to perform the HPwES Assessment and provide a scope of work to the Customer detailing the recommended improvements.

Contractor: Third party companies certified to perform the HPwES Assessment, provide a scope of work to the Customer detailing the recommended improvements, and complete the implementation of the specified improvements.

HPwES: A national program from the U.S. Environmental Protection Agency ("EPA") and U.S. Department of Energy ("DOE") which offers a comprehensive, whole-house approach to improving energy efficiency and comfort at home, while helping to protect the environment. The Company is implementing the national program locally under the sponsorship of the Missouri Department of Natural Resources ("MDNR"). Additional information may be found at www.energystar.gov under Home Performance with ENERGY STAR.

Participant: An existing homeowner with an active account with the Company who is being served under any Residential rate class and who has an Assessment performed on the home and installs at least one of the insulation measures identified. This program is not available to inactive and final bill accounts.

TERMS & CONDITIONS:

1. The program will offer incentives toward the cost of the Assessment and the installation of insulation to eligible customers.
2. Eligible customers are existing homeowners with active accounts who are served under any Residential rate classes who have an Assessment performed on the home and install at least one of the insulation measures identified.
3. Customers will be eligible for the following rebates:
 - a. \$25 toward the cost of the Assessment;
 - b. 50% of the total cost of insulation added as a result of the Assessment with a maximum rebate per customer of \$400.
 - c. Participants are also eligible to receive rebates under other applicable Empire ENERGY STAR programs.
4. This HPwES program will continue for three (3) years from the effective date of this tariff, unless otherwise ordered by the Commission.

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THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving
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9.12 Home Performance with ENERGY STAR® Program (Continued)

EVALUATION:

An initial evaluation, consisting of an impact and a process evaluation, of the HPwES program based on the first two program years will be conducted during the first six months of the third program year, provided there are enough participants for a statistically valid sample.

PROGRAM FUNDING:

The budget for HPwES in the initial year is \$25,250.

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

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THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving
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9.13 Large Commercial Natural Gas Audit and Rebate Program

APPLICATION:

The Large Commercial Natural Gas Audit and Rebate ("Program") is a direct impact program for large commercial customers in the retrofit and new construction markets. Both prescriptive and custom rebates will be offered for the installation of natural gas energy efficiency improvements as well as a reimbursement for the cost of an energy audit that was performed in support of any measure receiving a rebate. This Program was approved by the Missouri Public Service Commission in Case No. GR-2009-0434.

DEFINITIONS:

Administrator: The program will be administered by Empire District Gas Company ("Empire" or "Company").

Participant: Any new or existing customer with an active account who is being served under any Large Commercial rate class and that elects to purchase energy auditing services and/or natural gas energy efficiency upgrades through the Program. This program is not available to inactive and final bill accounts.

Energy Audit Firm: Any vendor which provides commercial energy auditing services that has agreed to perform these services through the Program. The auditor must be a Certified Energy Manager, licensed Professional Engineer, or have equivalent experience.

Energy Audit Rebate: Rebate offered of up to 50% of the cost of the audit to customers implementing at least one of the audit recommendations that qualify for a rebate. The energy audit rebate offered will be up to 50% of the audit cost up to \$275 per building under 25,000 square feet and up to \$375 per building over 25,000 square feet. Customers with multiple buildings will be limited to three (3) buildings per year for audit rebates.

TERMS & CONDITIONS:

This Program will provide rebates to Participants that install, replace or retrofit qualifying natural gas savings measures including heating systems, boilers, commercial food service products, etc. Rebates are also available for energy audits. Terms of the rebate are:

1. Prescriptive Rebates for ENERGY STAR® air-forced furnaces, associated setback thermostat, certain commercial food service products, hot water space heating boilers, steam space heating boilers, gas-fired boiler tune-ups, vent dampers, and steam traps are available to Participants. A listing of the Prescriptive Rebates may be found on the Company's website, www.empiredistrict.com. If a measure is eligible for a Prescriptive Rebate, it is not eligible for a Custom Rebate. A customer may apply for the Prescriptive Rebate by accessing the application on the Company's website and forwarding said application to the designated location.
2. Custom Rebates will be individually determined and analyzed to ensure that the proposed measure passes the Societal Benefit/Cost Test at a test result of 1.0 or higher. Once it is determined that the proposed measure passes the above test, the rebate will be calculated as the lesser of (1) a buydown to a two year payback or (2) \$5.50 per MCF saved during the first year. Customers may access the Custom Rebate application on the Company's website, www.empiredistrict.com.
3. A customer may submit multiple rebate applications for different measures. Each individual measure will be evaluated on its own merits. Similar measures that are proposed in different facilities or buildings will be evaluated separately.

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THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

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9.13 Large Commercial Natural Gas Audit and Rebate Program (Continued)

4. Empire will offer Audit Rebates to Participants to cover up to fifty percent (50%) of the cost of the audit. To receive this rebate, the Participant must implement at least one of the audit recommendations that qualify for a rebate. The energy audit rebate will be set at 50% of the audit cost up to \$275 for customers with facilities less than 25,000 square feet and up to \$375 for customers with facilities over 25,000 square feet. Energy audits must be performed by a certified (CEM, licensed PE, or equivalent) commercial energy auditor. The audit reports must cover multiple aspects of energy use, including HVAC System Controls, HVAC System Efficiency and Operation, Building Envelope, and Commercial Cooking (where applicable). Customers with multiple buildings will be limited to three audit rebates.
5. The maximum amount per customer, including those with multiple facilities, is \$3,000 in incentives for any program year.
6. This Program will continue for three (3) years from the effective date of this tariff, unless otherwise ordered by the Commission.

EVALUATION:

An initial evaluation, consisting of an impact and a process evaluation, of the program based on the first two program years will be conducted during the first six months of the third program year, provided there are enough participants for a statistically valid sample.

PROGRAM FUNDING:

The budget for this Program in the initial year is \$40,000.

Projects that have been approved may be scheduled in the succeeding program year but not beyond the end of the third year of the program.

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

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THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

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9.14 Building Operator Certification Program

APPLICATION:

This program is designed to encourage building operator certification through the Northwest Energy Efficiency Council's Building Operator Certification ("BOC" or "Program") curriculum. This curriculum consists of Level 1 and Level 2 programs which are geared toward the operators of institutional, commercial, and industrial facilities. The Empire District Gas Company ("Empire" or "Company") will, in collaboration with area electric utilities, the Missouri Department of Natural Resources ("MDNR"), and the Midwest Energy Efficiency Alliance ("MEEA"), offer this program to Company's commercial and industrial customers. This Program was approved by the Missouri Public Service Commission in Case No. GR-2009-0434.

DEFINITIONS:

Administrator: The program will be administered by the MDNR.

Participant: Any existing customer with an active account who is being served under any commercial or industrial rate schedule. The individuals participating can be management or individuals responsible for the day-to-day operations of the participating customer's facility. This program is not available to inactive or final bill accounts.

TERMS & CONDITIONS:

The BOC Program is designed to provide training classes leading to the opportunity for building operator certification.

Company will reimburse MDNR or host utility for certain expenses associated with the certification classes and process.

Tuition costs associated with the Program will be reimbursed by Company in the amount of fifty percent (50%) of registration cost per certification level and will be paid to the sponsor or individual paying the tuition after certification has been obtained. Qualified Building Operators will receive the reimbursement when a completed reimbursement request is submitted to Company and certification has been obtained. The reimbursement request is available by contacting the Company's Planning and Regulatory Department.

AVAILABILITY:

The certification courses funded by this Program will be available through MDNR for any Building Operator or manager responsible for the operations of at least one Missouri commercial or industrial facility receiving gas service from Company. This facility must be receiving service from Company under either a sales or transportation rate schedule.

EVALUATION:

An initial survey evaluation of the Program based on the first two program years will be conducted during the third program year.

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9.14 Building Operator Certification Program (Continued)

PROGRAM FUNDING:

The budget for this Program in the initial year is \$4,775.

Certification schedules that carry-over into the next year will be paid.

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

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

THE EMPIRE DISTRICT GAS COMPANY
JOPLIN, MO 64802

FOR: All Territory

<p>RULES AND REGULATIONS GAS</p>
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RESERVED FOR FUTURE USE

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

EFFECTIVE DATE: April 1, 2010

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

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RULES AND REGULATIONS GAS

10. SUMMARY OF TYPES AND AMOUNT OF CHARGES ALLOWED

<u>Section</u>	<u>Type of Charge</u>	<u>Amount of Charge</u>
2.04 (G)	Security Deposits New Customer Standard	One-sixth of annual billing Two times highest billing
2.07 (A)	Reconnect Charge Normal Business Hours After Normal Hours	\$40.00 \$100.00, may be paid over two months
2.07 (B)	Connection Charge After Normal Hours	\$50.00
2.07 (C)	Collection Charge	\$41.00
2.07 (D)	Reconnection Charge within 12 months of service termination	Greater of the sum of minimum monthly charges or the Reconnection Charge in 2.07A
2.07 (F)	Disconnection Charge	\$40.00
2.08	Charge for Returned Checks	\$20.00
2.09	Excess Flow Valves New service Post installation activities	\$45.00 Actual cost, not to exceed \$900 Actual costs
4.02 (B)	Meter Tampering	All associated costs
5.03	Meter Testing Requests	\$65.00 (if meter is accurate)
5.04	Billing Adjustments	Varies by type and period to be adjusted depending upon revenue class
6.04 (C)	Special Meter Reading Appointments Other Than Normal Read Date Outside of Normal Business Hours	\$5.00 \$10.00
6.09	Late Payment Charge	One-half percent (0.50%) of unpaid bill.

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