

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 3 Original Sheet No. 1

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

**MUNICIPAL STREET LIGHTING SERVICE  
SCHEDULE SPL**

**AVAILABILITY:**

This schedule is available to municipalities served by the Company under the provisions of an Electric Franchise having an original term of not less than ten (10) years, for outdoor lighting for streets, alleys, parks and public places under the provisions of the Company's standard Municipal Electric Service Agreement, having an original term of not less than two (2) years.

ANNUAL STREET LIGHTING CHARGE:	Annual Charge Per Lamp	Annual kWh	Watts
Incandescent Lamp Sizes (No New Installation Allowed)			
4,000 lumen .....	\$ 63.29	1,088	
Mercury-Vapor Lamp Sizes:			
7,000 lumen .....	85.95	784	175
11,000 lumen .....	103.16	1,186	250
20,000 lumen .....	147.69	1,868	400
53,000 lumen .....	249.18	4,475	1000
High-Pressure Sodium-Vapor Lamp Sizes (Lucalox, etc.):			
6,000 lumen .....	80.54	374	70
16,000 lumen .....	100.83	694	150
27,500 lumen .....	131.22	1,271	250
50,000 lumen .....	187.00	1,880	400
130,000 lumen .....	301.78	4,313	1000
Metal Halide Lamp Sizes:			
12,000 lumen .....	126.05	696	175
20,500 lumen .....	154.47	1,020	250
36,000 lumen .....	206.65	1,620	400
110,000 lumen .....	456.64	4,056	1000

The monthly charge per lamp, is 1/12th of the annual charge.

**FUEL ADJUSTMENT CLAUSE:**

The above charges will be adjusted in an amount provided by the terms and provisions of the Fuel Adjustment Clause, Rider FAC.

**DETERMINATION OF ENERGY (kWh) USAGE FOR NON-METERED FIXTURES:**

The monthly energy for each type and size of lamp is determined by multiplying the annual kWh listed above, by the monthly usage factor listed in the table below:

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	12 month total
Usage Factor	.103	.089	.087	.075	.070	.064	.067	.073	.079	.091	.098	.104	1.00

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

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 3 Original Sheet No. 1a

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

MUNICIPAL STREET LIGHTING SERVICE SCHEDULE SPL
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**MUNICIPALITY OWNERSHIP:**

If the Municipality owns the Street Lighting System, the Company will furnish electric energy, will inspect street lights, replace broken lamps or glassware, specialty or decorative glass excluded, and repaint steel poles when necessary. However, replacement or repairs to poles, conduit, cable overhead conductors or fixtures other than glassware shall be paid for by the Municipality.

**COMPANY OWNERSHIP - FACILITIES USAGE CHARGE:**

When, by agreement with the Municipality, the Company shall install, own, operate and maintain street lights served under this schedule or is required to provide special or excessive electric facilities to serve Municipality-owned street lighting systems served under this schedule, a separate agreement shall be executed by and between the Municipality and the Company setting forth the investment in such street lighting facilities and a Facilities Usage Charge in the amount of .75% per month of such investment. The Facilities Usage Charge shall be payable by the Municipality to the Company in the manner prescribed in the aforementioned separate agreement and in addition to the Annual Street Lighting Charge as set forth herein.

**MINIMUM:**

The total annual net amount of the Annual Street Lighting Charge, plus the Facilities Usage Charge, shall not be less than an amount equal to twelve times the total of charges to the Municipality for street lighting service for the calendar month prior to the date of the contract.

**PAYMENT:**

All bills shall be rendered monthly and shall be payable on or before the 25th day of each month succeeding the month during which service was rendered.

**CONDITIONS OF SERVICE:**

1. All lamps shall burn every night from dusk to dawn, subject to a reasonable maintenance schedule.
2. The character of street lighting circuit (series or multiple) shall be determined by the Company.
3. The Company Rules and Regulations, P.S.C. Mo. No. 5, Section 5, are a part of this schedule.

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

For ALL TERRITORY

LED STREET LIGHTING PILOT
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**PROGRAM GOALS**

The LED pilot study’s primary goals are:

- Determine the overall suitability and feasibility of offering LED street lighting as an option,
- determine community and municipal acceptance of LED street lighting,
- establish serviceability and maintenance costs associated with the LED lights
  - validation of mortality rates of the LED fixtures,
  - verify the manufacturer’s projected energy usage, and
- facilitate the determination of permanent LED SAL lighting rates based upon the financial and operating characteristics gathered during the duration of the LED pilot study.

**PROGRAM PARAMETERS**

- The program shall be limited to up to five (5) locations in up to five (5) different cities or municipalities within Empire’s Missouri service territory currently taking street lighting service from Empire.
  - Empire will select the location of each LED street light installation in consultation with the municipality involved.
  - The individual LED street light locations selected will consist of two blocks of continuous roadway preferably connecting areas of principal traffic generation within a city or be important rural roadway into a city.
- The LED pilot study will have a term of three years to facilitate the tracking of financial and mortality statistics over an extended period.
- LED lights installed as part of the study will replace existing luminaires on existing lighting standards or be provided for completely new street light installations in place of the existing standards for new street light installations.
- LED fixtures installed as part of the pilot study are limited to 150 and/or 250 W HPS equivalence.
- LED fixtures installed during the pilot study that fail may be replaced with standard fixtures available under the Company’s existing street light tariffs if the existing LED fixture is no longer available or is determined by the Company to not meet the evaluation criteria for the pilot.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 3 Original Sheet No. 1c

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

LED STREET LIGHTING PILOT

- The rates charged for the LED lights installed during the duration of the LED pilot study shall be identical to the rates charged for the street lighting fixtures replaced by the LED fixtures during the pilot. The rates charged for the LED lights installed during the duration of the LED pilot study shall be the currently effective rates set forth in P.S.C. Mo. No. 5, Section 3, Sheet No. 1, which rates are subject to change from time to time pursuant to the authorization of the Missouri Public Service Commission.
- Pilot program costs to be tracked:
  - All costs associated with the pilot study will be tracked to potentially facilitate the development of a permanent LED SL tariff at the conclusion of the pilot study. Among the costs to be tracked include, but are not limited to the following: installed cost, depreciation assuming a twenty-year LED fixture life, maintenance costs and energy costs, which will be metered.
- After two years of operation, the Company will evaluate the results at the pilot location(s) and report the results to the Missouri Public Service Commission.

P.S.C. Mo. No. 6 Sec. 3 Original Sheet No. 2

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

**PRIVATE LIGHTING SERVICE  
SCHEDULE PL**

**AVAILABILITY:**

This schedule is available for outdoor lighting service to any retail Customer.

**MONTHLY RATE:**

	<u>Per Lamp</u>	<u>Monthly kWh</u>	<u>Watts</u>
<b>STANDARD STREET LIGHTING CONSTRUCTION:</b>			
Mercury-Vapor Lamp Sizes (No new installations allowed):			
6,800 lumen .....	\$ 15.25	65	175
20,000 lumen .....	25.37	156	400
54,000 lumen .....	48.63	373	1000
Sodium-Vapor Lamp Sizes:			
6,000 lumen .....	14.08	31	70
16,000 lumen .....	20.49	58	150
27,500 lumen .....	29.61	106	250
50,000 lumen .....	34.34	157	400
Metal Halide Lamp Sizes:			
12,000 lumen .....	23.75	59	175
20,500 lumen .....	31.70	85	250
36,000 lumen .....	35.56	135	400
LED:			
7,500-9,500 lumen .....	14.08	31	92
13,000-16,000 lumen .....	20.49	48	143
 <b>STANDARD FLOOD LIGHTING CONSTRUCTION:</b>			
Mercury-Vapor Lamp Sizes (No new installations allowed):			
20,000 lumen .....	35.56	156	400
54,000 lumen .....	58.71	373	1000
Sodium-Vapor Lamp Sizes:			
27,500 lumen .....	34.45	106	250
50,000 lumen .....	47.25	157	400
140,000 lumen .....	69.04	359	1000
Metal Halide Lamp Sizes:			
12,000 lumen .....	24.64	59	175
20,500 lumen .....	32.62	85	250
36,000 lumen .....	48.10	135	400
110,000 lumen .....	70.29	338	1000
LED:			
16,000-19,000 lumen .....	34.45	51	150
28,000-32,000 lumen .....	47.25	74	218

**Additional Charge for installations requiring additions to, or rearrangement of, existing facilities:**

Regular wood pole, per month .....	\$ 1.96
Transformer .....	1.96
Guy and anchor, per month .....	1.96
Overhead conductor, three wire, per foot, per month .....	0.02
Other (miscellaneous) per month .....	1.5% of the estimated installed cost thereof

For installations requiring a large expenditure for additions to, or rearrangements of existing facilities, the total additional charge may be computed at 1.5% of the estimated installed cost thereof per month. Such estimated installed cost excludes the estimated installed cost of materials required for standard construction (see Conditions of Service, No. 1, below).

**FUEL ADJUSTMENT CLAUSE:**

The above charges will be adjusted in an amount provided by the terms and provisions of the Fuel Adjustment Clause, Rider FAC.

**DETERMINATION OF ENERGY (kWh) FOR NON-METERED FIXTURES:**

The monthly energy (kWh) for each type and size of lamp is listed above.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 3 Original Sheet No. 2a

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

PRIVATE LIGHTING SERVICE  
SCHEDULE PL

**PAYMENT:**

Charges for service on this schedule may be added to the bill for service under a regular retail rate schedule. The payment provisions of the regular rate schedule will apply to these charges also. If the Company bills charges under this schedule separately, bills will be due on or before twenty-one (21) days after the date thereof. If not so paid on or before this due date, the above rate plus 5% then applies for all except residential customers. For residential customers, a late payment charge of 1.5% on the unpaid balance will be applied.

**GROSS RECEIPTS, OCCUPATION OR FRANCHISE TAXES:**

There will be added to the Customer's bill, as a separate item, an amount equal to the proportionate part of any license, occupation, franchise, gross or other similar fee or tax now or hereafter imposed upon the Company by any municipality or any other governmental authority, whether imposed by ordinance, franchise, or otherwise, in which the fee or tax is based upon a flat sum payment, a percentage of gross receipts, net receipts, or revenues from the sale of electric service rendered by the Company to the Customer. When such tax or fee is imposed on the Company as a flat sum or sums, the proportionate amount applicable to each Customer's bill shall be determined by relating the annual total of such sum(s) to the Company's total annual revenue from the service provided by this tariff within the jurisdiction of the governmental body and the number of customers located within that jurisdiction. The amounts shall be converted to a fixed amount per customer, so that the amount, when accumulated from all customers within the geographic jurisdiction of the governmental body, will equal the amount of the flat sum(s). The fixed amount per customer shall be divided by 12 and applied to each monthly bill as a separate line item. The amount shall remain the same until the flat sum may be changed by the governmental body, in which case this process shall be adjusted to the new flat sum. The amount shall be modified prospectively by the Company anytime it appears, on an annual basis, that the Company is either over-collecting or under-collecting the amount of the flat sum(s) by more than five percent (5%) on an annual basis. Bills will be increased in the proportionate amount only in service areas where such tax or fee is applicable.

**CONDITIONS OF SERVICE:**

1. Standard Street Light Construction will consist of a Standard Company Streetlighting Fixture with a lamp, ballast, bracket, control device, wire and hardware mounted on existing poles and on existing secondary circuits.
2. Standard Floodlighting Construction will consist of a Standard Company Floodlighting Fixture with a lamp, ballast, bracket, control device, wire and hardware mounted on an existing pole and on existing secondary circuits.
3. All lamps will burn every night from dusk to dawn, subject to a time allowance of three work days after notice is given to Company for maintenance and lamp renewals.
4. The facilities installed by the Company will remain the property of the Company.
5. The term of service for Standard Construction will not be less than one (1) year. Intermittent or seasonal service will not be provided.
6. Where addition or rearrangement of facilities are required, the service may be terminated after one year by the payment of an amount equal to the investment in these facilities less 20 percent of the monthly charges already paid by the Customer to the Company. After five years' service, no termination charge will be required.
7. Bills for service will be rendered monthly.
8. The Company Rules and Regulations, P.S.C. Mo. No. 5, Section 5, are a part of this schedule.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 3 Original Sheet No. 3

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

**SPECIAL LIGHTING SERVICE  
SCHEDULE LS**

**AVAILABILITY:**

This schedule is available for electric service to sport field lighting, holiday decorative lighting or similar nighttime temporary or seasonal use.

**MONTHLY RATE:**

For the first 1,000 kWh used, per kWh ..... \$ 0.16857  
For all additional kWh used, per kWh ..... 0.13218

**MINIMUM:**

The net monthly minimum charge for any month during which electrical energy is used will be \$46.66.

**FUEL ADJUSTMENT CLAUSE:**

The above charges will be adjusted in an amount provided by the terms and provisions of the Fuel Adjustment Clause, Rider FAC.

**CONSUMPTION:**

Service will normally be delivered and metered hereunder at the secondary voltage available at the service location. Where physical circumstances would normally make it necessary to meter the service at primary voltage, the Company may at its option install a time clock in place of primary metering facilities to measure the hours-use of the service and compute the kilowatt-hours' consumption of the sport field by using the customer's connected load. The connected load used for the calculation will be, determined at the time of installation and at such subsequent times as the Company may deem necessary by actual load check of the customer's facilities. Unmetered dusk to dawn service may be provided, in which case the connected load will be used to determine the kilowatt-hours consumed.

**INSTALLATION CHARGE:**

In addition to the above charges, a customer of temporary nature will be required to pay the net cost of erection and removal of any special facilities necessary to provide service. Such net cost will include the Company's total expenditure for labor, material, supervision and all other costs necessary to erect and remove facilities for service, less proper credit for actual salvage.

**PAYMENT:**

Bills will be due on or before twenty-one (21) days after the date thereof.

**GROSS RECEIPTS, OCCUPATION OR FRANCHISE TAXES:**

There will be added to the Customer's bill, as a separate item, an amount equal to the proportionate part of any license, occupation, franchise, gross or other similar fee or tax now or hereafter imposed upon the Company by any municipality or any other governmental authority, whether imposed by ordinance, franchise, or otherwise, in which the fee or tax is based upon a flat sum payment, a percentage of gross receipts, net receipts, or revenues from the sale of electric service rendered by the Company to the Customer. When such tax or fee is imposed on the Company as a flat sum or sums, the proportionate amount applicable to each Customer's bill shall be determined by relating the annual total of such sum(s) to the Company's total annual revenue from the service provided by this tariff within the jurisdiction of the governmental body and the number of customers located within that jurisdiction. The amounts shall be converted to a fixed amount per customer, so that the amount, when accumulated from all customers within the geographic jurisdiction of the governmental body, will equal the amount of the flat sum(s). The fixed amount per customer shall be divided by 12 and applied to each monthly bill as a separate line item. The amount shall remain the same until the flat sum may be changed by the governmental body, in which case this process shall be adjusted to the new flat sum. The amount shall be modified prospectively by the Company anytime it appears, on an annual basis, that the Company is either over-collecting or under-collecting the amount of the flat sum(s) by more than five percent (5%) on an annual basis. Bills will be increased in the proportionate amount only in service areas where such tax or fee is applicable.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. \_\_\_\_\_ Original Sheet No. 3a

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

SPECIAL LIGHTING SERVICE SCHEDULE LS
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CONDITIONS OF SERVICE:

1. Service will be furnished for the sole use of the customer and will not be resold, redistributed, or submetered, directly or indirectly.
2. Voltage, phase, and frequency of service supplied will be as approved by the Company.
3. Bills for service will be rendered monthly. Where service is for temporary use, the bill for the current month's service will be rendered immediately on discontinuance of service.
4. This service is available between the hours from dusk to dawn only.
5. The Company Rules and Regulations, P.S.C. Mo. No. 5, Section 5, are a part of this schedule.



THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 3 Original Sheet No. 4

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

MISCELLANEOUS SERVICE  
SCHEDULE MS

AVAILABILITY:

This schedule is available for electric service to signal systems or similar unmetered service and to temporary or seasonal use.

MONTHLY RATE:

Customer charge .....	\$ 19.51
For all energy used, per kWh.....	\$ 0.09819

FUEL ADJUSTMENT CLAUSE:

The above charges will be adjusted in an amount provided by the terms and provisions of the Fuel Adjustment Clause, Rider FAC.

CONSUMPTION:

The connected load will be used to calculate the kilowatt-hours consumed on unmetered service.

INSTALLATION CHARGE:

In addition to the above charges, a customer of temporary nature will be required to pay the net cost of erection and removal of any special facilities necessary to provide service. Such net cost will include the Company's total expenditure for labor, material, supervision and all other costs necessary to erect and remove facilities for service, less proper credit for actual salvage.

PAYMENT:

Bills will be due on or before twenty-one (21) days after the date thereof.

GROSS RECEIPTS, OCCUPATION OR FRANCHISE TAXES:

There will be added to the Customer's bill, as a separate item, an amount equal to the proportionate part of any license, occupation, franchise, gross or other similar fee or tax now or hereafter imposed upon the Company by any municipality or any other governmental authority, whether imposed by ordinance, franchise, or otherwise, in which the fee or tax is based upon a flat sum payment, a percentage of gross receipts, net receipts, or revenues from the sale of electric service rendered by the Company to the Customer. When such tax or fee is imposed on the Company as a flat sum or sums, the proportionate amount applicable to each Customer's bill shall be determined by relating the annual total of such sum(s) to the Company's total annual revenue from the service provided by this tariff within the jurisdiction of the governmental body and the number of customers located within that jurisdiction. The amounts shall be converted to a fixed amount per customer, so that the amount, when accumulated from all customers within the geographic jurisdiction of the governmental body, will equal the amount of the flat sum(s). The fixed amount per customer shall be divided by 12 and applied to each monthly bill as a separate line item. The amount shall remain the same until the flat sum may be changed by the governmental body, in which case this process shall be adjusted to the new flat sum. The amount shall be modified prospectively by the Company anytime it appears, on an annual basis, that the Company is either over-collecting or under-collecting the amount of the flat sum(s) by more than five percent (5%) on an annual basis. Bills will be increased in the proportionate amount only in service areas where such tax or fee is applicable.

CONDITIONS OF SERVICE:

1. Service will be furnished for the sole use of the customer and will not be resold, redistributed, or submetered, directly or indirectly.
2. Voltage, phase, and frequency of service supplied will be as approved by the Company.
3. Bills for service will be rendered monthly. Where service is for temporary use, the bill for the current month's service will be rendered immediately on discontinuance of service.
4. The Company Rules and Regulations, P.S.C. Mo. No. 5, Section 5, are a part of this schedule.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 3 Original Sheet No. 5

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

CREDIT ACTION FEES  
SCHEDULE CA

AVAILABILITY:

This schedule is available to any customer requiring the special services listed below.

RATE:

Customer advance for temporary service line (per Rules and Regulations, Chapter III, Section B1d) .....	\$ 25.00
Charge for insufficient funds check or return of electronic payment (per Rules and Regulations, Chapter V, A13) .....	\$ 20.00
Customer charge for trip to premises to collect non-payment fee (per Rules and Regulations, Chapter V, F8) .....	\$ 15.00
Reconnection fee-Remote Connection/Disconnection(per Rules and Regulations, Chapter V, F11)	
During normal business hours .....	\$ 10.00
Reconnection fee-Onsite Connection/Disconnection (per Rules and Regulations, Chapter V, F11)	
During normal business hours .....	\$ 30.00
Outside normal business hours .....	\$ 50.00
Charge for meter reading (per Rules and Regulations, Chapter V, Section A3)	
During normal business hours .....	\$ 5.00
Outside normal business hours .....	\$ 10.00
Opt-out Charges (Per Rules and Regulations, Chapter II, Section H)	
One-time setup charge .....	\$ 150.00
Non-Standard Meter Charge – per month .....	\$ 45.00
Non-Standard Subsequent Meters Charge – per month .....	\$ 10.00

Effective January 1, 2003, interest rate paid upon return of a deposit, per annum, compounded annually (per Rules and Regulations, Chapter V, C5b), shall be equal to the prime rate published in the Wall Street Journal as being in effect on the last business day of December of the prior year, plus 1%.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 3 Original Sheet No. 6

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

MUNICIPAL STREET LIGHTING SERVICE  
LIGHT EMITTING DIODE (LED) TARIFF  
SCHEDULE SPL-LED

**AVAILABILITY:**

This schedule is available for outdoor lighting for streets, alleys, parks, and public places by municipalities served by the Company under the provisions of an Electric Franchise having an original term of not less than ten (10) years, and who have executed, prior to the effective date of this schedule, the Company's standard Municipal Electric Service Agreement (MESA), having an original term of not less than two (2) years.

**ANNUAL STREET LIGHTING CHARGE:**

Light Emitting Diode (LED) Fixtures:	Lumens	Annual Charge per Fixture	Annual kWh	Input Watts
LED 1.....	7,500-9,500	\$ 74.03	380	92
LED 2.....	13,000-16,000	\$100.02	591	143
LED 3.....	19,000-22,000	\$148.35	694	168

The monthly charge per lamp is 1/12th of the annual charge.

**FUEL ADJUSTMENT CLAUSE**

The above charges will be adjusted in an amount provided by the terms and provisions of the Fuel Adjustment Clause, Rider FAC.

**DETERMINATION OF ENERGY (kWh) USAGE FOR NON-METERED FIXTURES:**

The monthly energy charge for each type of fixture is determined by multiplying the annual kWh listed above, by the monthly usage factor listed in the table below:

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	12 month total
Usage Factor	.103	.089	.087	.075	.070	.064	.067	.073	.079	.091	.098	.104	1.00

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P.S.C. Mo. No. 6 Sec. 3 Original Sheet No. 7

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

MUNICIPAL STREET LIGHTING SERVICE  
LIGHT EMITTING DIODE (LED) TARIFF  
SCHEDULE SPL-LED

**MUNICIPALITY OWNERSHIP:**

If the Municipality owns the LED Street Lighting System, the Company will furnish electric energy, inspect LED street lights, and repaint steel poles when necessary. However, replacement or repairs to poles, conduit, conductors, or fixtures shall be paid for by the Municipality.

**COMPANY OWNERSHIP – FACILITIES USAGE CHARGE:**

When, by agreement with the Municipality, the Company shall install, own, operate, and maintain LED street lights served under this schedule or is required to provide special or excessive electric facilities to serve Municipality-owned LED street lighting systems served under this schedule, a separate agreement shall be executed by and between the Municipality and the Company setting forth the investment in such LED street lighting facilities and a Facilities Usage Charge in the amount of .75% per month of such investment. The Facilities Usage Charge shall be payable by the Municipality to the Company in the manner prescribed in the aforementioned separate agreement and in addition to the Annual Street Lighting Charge as set forth herein.

**MINIMUM:**

The total annual net amount of the Annual LED Street Lighting Charge, plus the Facilities Usage Charge, shall not be less than an amount equal to twelve (12) times the total of charges to the Municipality for street lighting service for the calendar month prior to the date of the contract.

**PAYMENT:**

All bills shall be rendered monthly and shall be payable on or before the 25<sup>th</sup> day of each month succeeding the month during which service was rendered.

**CONDITIONS OF SERVICE:**

1. All fixtures shall burn every night from dusk to dawn, subject to a reasonable maintenance schedule.
2. The Company Rules and Regulations, P.S.C. Mo. No. 5, Section 5, are a part of this schedule.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 3 Original Sheet No. 8

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

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P.S.C. Mo. No. 6 Sec. 3 Original Sheet No. 9

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

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RESERVED FOR FUTURE USE

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 1

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

**SPECIAL OR EXCESS FACILITIES  
RIDER XC**

**APPLICATION:**

The applicable provisions of this rider will apply in amendment to the regular provisions of the regular rate schedules, under the following conditions:

1. If the Customer requires the Company to maintain distribution transformer capacity in excess of that reasonably required for the Customer's service, or requires multiple transformer installations on a single meter, or
2. If the Customer's use of welding or other equipment characterized by fluctuating or severe demand necessitates the installation of additional or increased facilities in order to serve such Customer, or
3. If the Customer utilizes the Company's service for the operation of X-ray equipment, or
4. If the Customer requires the Company to install and maintain other special or additional equipment not normally provided by the Company for the Customer's rate or service classification.

**SPECIAL OR EXCESS FACILITIES:**

If the Company, for the service of the Customer, is required to install and maintain distribution transformers having a total Kva rating numerically greater than 150% of the Customer's highest demand during the year ended with the current month, in accordance with the Customer's request, or if necessitated by the operating characteristics of Customer's equipment, the Customer will pay an added monthly charge of 1.25% of such excess investment by the Company.

If the Company, for the service of the Customer, is required to install and maintain multiple transformers or transformer banks on a single primary metered service, the Customer will pay an added monthly charge of 1.25% of the investment in the multiple transformers or transformer banks and primary distribution to same, starting with the first pole after the meter pole and including metering costs in excess of those provided for in the rate.

If the Company, for the service of the Customer, is required to install and maintain other special or additional facilities not normally provided by the Company for the Customer's rate or service classification, the Customer will pay an added monthly charge of 1.25% of such excess investment by the Company.

**X-RAY EQUIPMENT:**

Where service is supplied for the operation of X-ray equipment, and in the event the Customer's demand is determined by estimate, based upon the connected load, the X-ray equipment will be excluded from the connected load in the determination of the Customer's demand.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 2

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

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THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 3

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

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P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 4

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

**INTERRUPTIBLE SERVICE  
RIDER IR**

**APPLICATION:**

This Rider is available to any Commercial or Industrial Customer with a minimum monthly billing demand of 200 kilowatts (kW), an anticipated minimum load curtailment capability of 200 kW and currently receiving or requesting electric service under Total Electric Building (TEB), General Power Service (GP) or Large Power Service (LP) rates. Customers must enter into an Interruptible Rider (IR) contract incorporating the provisions of this Rider for a term of from one to five years. Availability is further subject to the economic and technical feasibility of the installation of required Company equipment. The Company reserves the right to limit the total Interruptible load eligible to take service under this Rider. The total kilowatts contracted for by The Empire District Electric Company (Company) shall not be greater than fifty (50) megawatts annually.

**PURPOSE:**

This Rider is designed to reduce Customer load during peak periods upon request by Company.

**TERM OF CONTRACT:**

IR contracts shall be for a one-year, three-year or five-year term. Thereafter, Customers may enter into a new IR contract for a term of one, three or five years subject to the terms and conditions of this Rider as may be modified from time to time. Upon expiration of the initial term of the contract, the contract will automatically be renewed for the term of equal length unless termination notice is given by either the Customer or Company at least 30 days prior to the expiration date.

**CURTAILMENT YEAR:**

The Curtailment Contract Year shall be June 1 through May 31.

**CURTAILMENT HOURS:**

Curtailment will typically occur during the hours of 12:00 noon through 10:00 p.m., Monday through Friday during the Curtailment Year, but may occur outside of this window to address a system reliability driven event. The curtailment Hours associated with a Curtailment Event will be established at the time of Curtailment Notification.

**CURTAILMENT LIMITS:**

The number of Curtailments Events in a Curtailment Year shall be no more than ten (10). Each Curtailment Event shall be no less than two or no more than eight consecutive hours and no more than one occurrence will be required per day unless needed to address a system reliability event. The cumulative hours of curtailment per Customer shall not exceed eighty hours (80) during the Curtailment Year.

**CURTAILMENT NOTIFICATION:**

Customers will receive curtailment notification a minimum of four (4) hours prior to the start time of a Curtailment Event. Company may use either phone or electronic notification procedures to contact a participating Customer of a curtailment. Customers participating in this program shall be required to acknowledge the Company's notification of curtailment in writing via fax, email or by utilizing a portal provided by the Company at its webpage ([www.empiredistrict.com](http://www.empiredistrict.com)) within one (1) hour of the Company's notification of a Curtailment Event. The specific method of communication used to provide notification of curtailment and customer acknowledgement of curtailment shall be specified in the IR contract.

**CURTAILMENT EVENT:**

A "Curtailable Event" is defined as an actual customer curtailment request made by Empire.

**NEED FOR CURTAILMENT:**

Curtailment can be requested for operational or economic reasons. Operational curtailments may occur when physical operating parameters approach becoming a constraint on the generation, transmission, or distribution systems, or to maintain the Company's capacity margin requirement. Economic curtailment may occur when the opportunity to sell

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 4a

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

**INTERRUPTIBLE SERVICE  
RIDER IR**

the energy in the wholesale market affords the Company the opportunity to increase off system sales margins-net of the additional compensation paid (\$/kW of ID per hour for actual curtailment) which in turn is reflected in the Fuel Adjustment Clause.

**DETERMINATION OF DEMANDS**

**CUSTOMER PEAK DEMANDS:**

An appropriate level of demand at the time of the Company's system peak during the Contract Year shall be determined for each Customer taking service under this Rider. This Customer Peak Demand ("CPD") shall be either the Customer's historical actual maximum measured kilowatts ("kW") demand during a peak period, or an amount determined based upon the specific circumstances involving a Customer's actual or expected operations, and agreed upon between Company and Customer. The CPD shall be specified in the IR contract.

**FIRM POWER LEVEL:**

This shall be the maximum level of demand that the Customer can place on the system during a Curtailment Event, and will be at least 200 kW lower than the Customer's CPD. The IR contract shall also specify an amount of kW demand, which the Customer can curtail or otherwise not cause to be placed on the Company's system during a Curtailment Event. The maximum level of demand or Maximum Firm Demand ("MFD") of the Customer shall be specified in the IR contract. For verification purposes, the Customer shall be required to demonstrate, at the Company's request, its ability to curtail its operations to the MFD level. The Company may also use a Test Curtailment to establish the MFD for the Customer.

**INTERRUPTIBLE DEMAND:**

The difference between the CPD and the MFD, to be known as the Interruptible Demand ("ID"), expressed in kW, shall be the demand upon which credits under this Rider shall be available to the Customer. For all Customers under an IR Contract, the ID specified must be 200 kW or greater. The ID shall represent that portion of a Customer's CPD that the Customer is willing and able to commit for curtailment during a Curtailment Event, and that the Company agrees to accept for curtailment. The ID shall be the same amount for each month of the IR contract. Under no circumstances will the ID be less than 200 kW. The Minimum Billing Demand will be no less than the contracted ID during the Curtailment Year(s).

**PEAK DEMAND MODIFICATIONS:**

The Company may review and, if necessary, adjust the Customer's CPD, MFD and ID levels based upon evidence that the Customer's actual peak demand has changed, or will change, significantly from the demand levels being used to calculate the Customer's ID. If a change in the Customer's demand levels results in a change in the ID, the Customer shall lose and/or repay its curtailment compensation proportional to the number of days curtailment was not available and for the change in ID.

**FIRM POWER LEVEL MODIFICATION:**

Between September 30 and May 1, and upon ninety (90) days written notice by the Customer to the Company, the MFD may be modified to reflect significant change in Customer load, subject to verification and approval by the Company. At any time the Company may adjust the Customer's MFD downward based upon evidence the Customer's actual annual demand has dropped, or will drop, significantly from the CPD. Any adjusted MFD shall continue to provide for an ID of at least 200 kW. Future Customer participation compensation under this Rider will be adjusted accordingly. Additionally, for any change in MFD that decreases the ID for the Customer shall result in a re-evaluation of all curtailment compensation to the Customer, including any payment or credits made in advance of the Curtailment Year. The Customer shall repay the Company for prior payments/credits made in excess of the curtailment compensation due based on the decreased level of ID.

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 4b

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

**INTERRUPTIBLE SERVICE  
RIDER IR**

**BILLING DEMAND:**

The minimum monthly billing demand for all Customers on this rider shall never be less than 200 kW or the contracted interruptible demand (ID), whichever is greater.

**CUSTOMER COMPENSATION:**

Customer compensation shall be defined within each IR contract and will be based on contract term, the maximum number of Curtailment Events and the number of actual Curtailment Events per Curtailment Year. Timing of all payments/credits shall be specified in the IR contract with each Customer. Compensation shall be paid to the Customer in the form of a check or bill credit as specified in the IR contract. Any payment/credits shall be applied before any applicable taxes. All other billing, operational, and related provisions of other applicable rate schedules shall remain in effect.

**PROGRAM PARTICIPATION PAYMENTS:**

For each Curtailment Year, a Customer shall receive a payment/credit based upon the IR contract term. The Monthly Program Participation Payment per kW of ID is shown in the table below.

Contract Term	\$/kW of ID per month
One year	\$0.51
Three years	\$1.27
Five years	\$2.02

The Customer shall receive a credit on the monthly bill during each month of the Contract Year for the ID kW multiplied by the credit amount specified in this Rider, providing that all conditions of this schedule are met. The IR Customer shall receive Additional Compensation equal to \$0.30 per kW of ID for each hour of actual curtailment during the Curtailment Year.

All Additional Compensation payments of \$0.30 per kW of ID shall be included in FERC Account 555 to be recovered through the Company's Fuel Adjustment Clause, subject to prudence review. Monthly Program Participation Payments, \$/kW or ID per month, shall be charged to the Customer Programs Collaborative Regulatory Asset.

**PENALTIES:**

The failure of a Customer to interrupt the full amount of the ID or to keep its demand at or below the MFD, for any reason, during a Curtailment Event shall result in the following:

1. The Customer's contract ID shall be adjusted to equal the amount of ID which the Company could utilize during the Curtailment Event;
2. The Customer's contracted MFD shall be adjusted to equal the amount of demand actually placed on the Company's system by the Customer during the Curtailment Event;
3. The adjustments to the Customer's ID or MFD described in paragraphs 1 and 2 above shall remain at those adjusted levels for the remainder of the IR contract term, except that in the event of additional adjustments to the ID or MFD due to the Customer's failure to meet the adjusted ID and MFD levels will result in further adjustments to the levels of ID and MFD, as specified in paragraphs 1 and 2 above;
4. In addition to the adjustments in ongoing ID and MFD levels setout above, the Customer shall refund the Company all credits or payments previously received under the current contract in an amount equal to the change in ID multiplied by 150% of the contract demand rate for the remaining months of the contract period. This refund calculation shall be based on the portion of the ID that the Customer failed to meet during the Curtailment Event. The Company shall include an amount covering the return of the excess Program Participation Payments on a future bill to the Customer.
5. Any Customer who fails to reduce load to its MFD during three or more Curtailment Events during a Contract Year shall be ineligible for this Rider for a period of two-years from the date of the third failure.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 4c

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

INTERRUPTIBLE SERVICE RIDER IR
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**TEST CURTAILMENT:**

The Company reserves the right to request a Test Curtailment of no less than one (1) hour and no more than two (2) hours once each year and/or within three months after a Customer's failure to reduce load to its IR contract MFD during a Curtailment Event. Test Curtailments do not count toward the Maximum Number of Curtailment Events. Customers will not be compensated for Test Curtailments.

**CURTAILMENT CANCELLATION:**

The Company reserves the right to cancel a scheduled Curtailment Event prior to the start time of such Curtailment Event. If cancellation occurs with less than two hours of the notification period remaining prior to the commencement of a Curtailment Event, the canceled Curtailment Event shall be counted as an actual Curtailment Event with a zero-hour duration.

**SPECIAL CONDITIONS OF SERVICE:**

1. This Rider requires that the Customer execute an IR contract with a minimum term of one year, which specifies the Customer's applicable CPD, MFD, and ID. The ID shall not be less than 200 kW.
  - a. For one-year IR contracts, the Company shall notify the Customer before May 1 of each IR contract period of the amount of interruptible credit that the Company will make available to the Customer. Such offer may be made by the Company as early as November 1 of the year preceding the proposed IR contract term.
  - b. For three-year and five-year IR contracts, the Company shall notify the Customer before May 1 in the year the IR contract is due for renewal, or as early as November 1 of the preceding IR contract year.
  - c. Customers electing to enter into an IR contract, must reach agreement with the Company and execute the contract no later than seven calendar days following the Customer's receipt of the IR contract requiring the Customer signature, unless such deadline is extended at the sole discretion of the Company.
  - d. IR contracts shall normally begin on June 1 and terminate on May 31 of the expiration year, unless the Company deems it necessary to allow a different term of IR contract.
  - e. No IR contract shall be less than one year in length nor longer than five years in length.
  - f. These IR contracts may be cancelled upon mutual agreement of the Company and the Customer.
2. The Company reserves the right, through inquiry and inspection, to assure itself that any ID subject to curtailment has a reasonable probability of being on the Company's system during periods of the Company's peak demand and that the Customer's load can be readily reduced to the MFD level.
3. The Customer will be responsible for monitoring his or her load in order to comply with the terms of the IR contract.
4. The Company shall have no liability to the Customer or to any other person, firm, association, trust, governmental unit, or corporation, of any kind, for any loss, damage or injury by reason of any interruption or curtailment of the Customer's load as provided herein.
5. For purposes of personnel safety and equipment protection, a Customer prior to the installation of a generator, shall notify the Company to insure conformity to the Company's standards for connection.
6. In order to insure timely verification of the Customer's ID, any Customer on an IR contract will provide an acceptable communication path for retrieval of meter data. Such communication path shall be in place prior to the effective date of the IR contract, unless an alternative deadline is agreed to in writing by the Company.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 4d

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

INTERRUPTIBLE SERVICE RIDER IR
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NON-ANNUAL CONTRACT INTERRUPTIBLE CREDITS:

In addition to the credits available under this rider, any Customer operating under an IR contract shall also be eligible for the non-annual contract interruptible credit under the following conditions:

1. If the Company has already required the Customer to reduce demand by 80 hours or ten (10) Curtailment Events in a Contract Year, the Company may nevertheless request the Customer to curtail load on a voluntary basis.
2. The Company may also request that any existing IR Customer voluntarily reduce load in excess of the ID amount specified in the Customer's IR contract.
3. If the Customer agrees to curtail load under those circumstances, the Company shall apply compensation equal to \$0.30 per kW of ID for each hour of actual voluntarily curtailed load by the Customer and apply those credits/payments to the Customer's next bill

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 4e

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

VOLUNTARY INTERRUPTIBLE SERVICE RIDER VIR
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**AVAILABILITY:**

This Rider is available for Customers of the The Empire District Electric Company (Company) who may otherwise qualify under the IR Rider, but who choose not to execute an IR contract. Such Customers shall be eligible to receive reimbursement for curtailment in special situations, if they voluntarily agree to curtail their load on the Company's system upon request by Company. In order to qualify for reimbursement the Customer must make available for curtailment at least fifty (50) kilowatts (kW) of load. Such load must be available for interruption during the Curtailment Event. The seasonality of the load and the ability of the Customer to shift load to off-peak periods will be taken into consideration by the Company in deciding whether to request interruption. Customers with stand-by generation facilities of at least 50 kW are eligible for this provision.

**CUSTOMER COMPENSATION:**

This program is strictly voluntary and only intended for use in emergency situations such as, extreme weather conditions, the loss of a generating facility or transmission facility that occur during a period of peak demand. This program is also intended to help avoid involuntary load curtailments. If interruption is agreed to between Customer and Company under this program, the Customer will be compensated by a one-time credit on the Customer's bill that is equal to \$0.45 per kW per hour of actual load curtailment.

**INTERRUPTIBLE DEMAND DETERMINATION:**

The amount of the actual curtailment in kW shall be calculated by comparing the Customer's highest metered demand in the 24 hours immediately preceding the curtailment to the highest demand the customer experienced during the Curtailment Event. In the event the Customer does not have metering capable of recording such data, the Customer must be capable of demonstrating the agreed upon load reduction to the Company's satisfaction.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 5

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

AVERAGE PAYMENT PLAN RIDER AP
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**APPLICATION:**

Residential customer and certain commercial customers may elect to be billed and pay for electric service under the Average Payment Plan if the customer has satisfied the Company's credit requirements.

**PLAN:**

1. Bills will be rendered during each of the first twelve months, Average Payment Plan Months (APP), in amounts equal to one-twelfth of the estimated annual cost of service to the customer.
2. Differences between Customer's applicable rate schedule billing and APP contract billings will be accumulated and the outstanding balance will be applied to the next year's APP.
3. The Company may adjust the amount of billing during the Average Payment Months whenever usage varies significantly from the plan estimate, or when a revision in the Company's rates have been approved.
4. The Balance Month will be either April or October for all customers.

**TERMINATION OF PLAN PARTICIPATION:**

1. The Company may terminate a customer's participation in this plan if the customer has failed to make payment when due. Billing adjustments required to balance the account will be included in the next regular bill.
2. The customer may terminate participation in the plan by requesting the termination in writing. The customer must pay any amounts due on the account, including billing adjustments.
3. Final bills, when issued on an Average Payment Plan account, shall include any billing adjustments necessary to balance the account.



THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 6

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

COGENERATION PURCHASE RATE  
SCHEDULE CP

AVAILABILITY:

This schedule is available to cogenerators who have a maximum rated capacity of 100 kW or less and have signed a Purchase Agreement with the Company.

PURCHASE RATE:

Summer Season, per kWh.....	\$ 0.0349
Winter Season, per kWh.....	0.0312

The Summer Season will be the four months of June through September, and the Winter Season will be the eight months of October through May.

CONDITIONS OF SERVICE:

1. The Cogenerator must have signed a Purchase Agreement with the Company.
2. The Company Rules and Regulations and Missouri Public Service Commission Rules on Cogenerators are a part of this schedule.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 7

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

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

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 8

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

PROMOTIONAL PRACTICES  
SCHEDULE PRO

A. Dealer Cooperative Advertising

The Company may develop and implement various cooperative advertising programs to be made available to a dealer in appliances or equipment. Cooperative advertising funds supplied by the Company are limited to one-half (1/2) the reasonable cost or value and the Company's name (Empire) is to be prominently identified as a sponsor of the advertising.

B. Unregulated Competition Waivers

Where the Company competes for business with unregulated competition, the Company may waive all or part of any charges associated with extensions of service and/or construction deposits, provided for in The Empire District Electric Company Schedule No. 5 - Schedule of Rates for Electricity, and any additional non-tariff charges, required in order to effectively compete with offers made to developers and/or customers by unregulated competition after notifying the Missouri Public Service Commission and receiving an Order granting the waiver for good cause shown.

The following listed areas, individuals, and/or subdivisions have been granted waivers by the Commission per the associated order numbers:

<u>Order Number</u>	<u>Area and/or Subdivision</u>
EO-91-398	Bentwater Subdivision
EO-91-75	Quail Run Subdivision
EO-90-320	Gimlin Development
Underground Authority Order No. 1381	Loma Linda Estates

**PROMOTIONAL PRACTICES  
SCHEDULE PRO**

C. Custom Commercial and Industrial (“C&I”) Rebate Program

**APPLICATION:**

The Custom Commercial and Industrial (“C&I”) Rebate Program (Program) is designed to encourage the efficient use of energy by providing rebates to cover a portion of the costs associated with the purchase and installation of energy efficient equipment in commercial and industrial facilities. The Empire District Electric Company’s (Company) participation in such financial incentives is limited to the amount of Funds available as determined by the Stipulation and Agreement approved by the Missouri Public Service Commission (Commission) in Case No. ER-2016-0023.

**DEFINITIONS:**

*Administrator* – The Company will administer the program.

*Cost-Benefit Analysis* – Analysis of the cost-effectiveness of an energy efficiency project using tests as outlined in the California Standard Practice Manual (“California Manual”).

*DSM Advisory Group (“DSMAG”)* –An advisory collaborative consisting of Company stakeholders including Missouri Public Service Commission Staff, Missouri Department of Economic Development – Division of Energy, Dogwood Energy, LLC, and the Missouri Office of Public Counsel. The Company will meet with the DSMAG no less than quarterly to report on participation in its energy efficiency programs, discuss successes and challenges, report on expenditures and remaining budgets balances, and work together toward the continuous improvement of the Company’s energy efficiency offerings.

*Eligible Participant* –Electric retail customer in rate schedules CB, SH, GP, PFM, TEB, and LP being served by the Company in its Missouri electric service territory electing to purchase electrical energy efficiency upgrades through the Program. A customer with multiple locations or meters will only be eligible for a single rebate. Licensed franchises will be considered separate customers, and multiple franchisees will be considered Eligible Participants, not subject to the maximum annual incentive of \$100,000.

*Funds* –The annual allotted amount of money available for the C&I Rebate Program, as found on Sheet 8e.

*Program Period* – Per the Stipulation and Agreement approved by the Commission in Case No. ER-2016-0023, the program will have a term of not less than two (2) years.

*Rebates* – Custom rebates will be available to all Eligible Participants, as defined above. Prior to the purchase or installation of equipment, each potential rebate will be individually determined and analyzed to ensure it passes the cost-benefit analysis. The amount of the custom rebate will be calculated as the lesser of the following:

- \$0.10/kWh of first year energy savings
- Fifty (50) percent of the incremental cost; and
- \$50,000

Empire reserves the right to adjust the figure of \$0.10/kWh of first-year energy savings up or down, dependent on market conditions and participation, and will inform the DSMAG of its intent prior to making a change. Incremental costs refer to the difference between the cost of energy efficient equipment and the cost of standard equipment.

**AVAILABILITY:**

The Program will be offered during the Program Period and is voluntary and available on a first-come, first-served basis to any eligible participant until funds for that program year have been committed and/or expended. One Eligible Participant can receive a maximum annual incentive of \$100,000 in a given calendar year, based on the date the check is issued by the Company. Eligible Participants must issue invoices verifying completion of a project by December 15<sup>th</sup> of a given year to ensure the incentive will be received before January 31 of the following year, meaning it will apply to the preceding calendar year for purposes of the annual maximum incentive. One Eligible Participant may submit multiple rebate applications for different measures, each of which will be evaluated on its own merits. Similar measures proposed in different facilities or buildings will be evaluated separately.

**TERMS & CONDITIONS:**

This Program will provide rebates to Participants that install, replace or retrofit qualifying electric savings measures including HVAC systems, motors, lighting, pumps, etc. Terms of the rebate are:

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P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 8b

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

**PROMOTIONAL PRACTICES  
SCHEDULE PRO**

C. Custom Commercial and Industrial ("C&I") Rebate Program (Continued)

1. Rebates are available to all Participants, as defined in sheet 8a. above.
2. Rebates will be calculated and subject to Availability, as defined in sheet 8a. above.
3. Eligible Participants may obtain an application for the program on the Company's website, or may request a paper copy by contacting Empire's Customer Service department at 800-206-2300. Applications will be considered only after the customer has supplied the Company and/or its implementation contractor with all required and requested documentation.
4. Projects must be preapproved prior to purchase and/or installation of equipment. Applications made after equipment has been purchased or installed will not be eligible. Customers and/or contractors will receive official dated communication from the Company and/or its implementation contractor indicating their preapproval. No other communication will be considered preapproval. If final invoices show a date prior to the date of official preapproval, the project will not receive its committed rebate.

PROGRAM FUNDING:

Unspent budgeted allocations may be moved between programs. If the total portfolio expenditures are less than the total portfolio budget in a given program year, the difference will be added to the total portfolio budget for the following program year, and allocated between programs at Empire's discretion. The DSMAG will be notified prior to the reallocation of funds between programs or to the reallocation of funds to the following program year.

For ALL TERRITORY

**PROMOTIONAL PRACTICES  
SCHEDULE PRO**

E. Weatherization Program

APPLICATION:

The Residential Weatherization Program (Program) is designed to provide energy education and weatherization assistance, primarily 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 Electric Company (Company). The Company's participation in such financial incentives is limited to the funds allocated for that purpose and approved by the Missouri Public Service Commission (Commission) in Case No. ER-2014-0351.

ADMINISTRATION:

The program will be administered by the Economic Security Corporation, the Ozark Area Community Action Corporation and the West Central Missouri Community Action Agency, also known in this tariff as Social Agencies, in accordance to an established formula. This formula, calculated by Missouri Department of Economic Development, Division of Energy (DED-DE), allocates the dollars between the Social Agencies based on the total Empire accounts enrolled with Social Agency and the percentage of households in poverty within the Social Agency's service region. The formula is: (% of total Empire accounts by Social Agency times 1/2 of the annual funds available to the Social Agencies) plus (% of estimated poverty households accounts by Social Agency times 1/2 of the annual funds available to the Social Agencies).

TERMS & CONDITIONS:

1. The program will offer grants for weatherization services to eligible customers. Customer eligibility will be determined by federal low income weatherization assistance program guidelines published by the U.S. Department of Energy (USDOE). 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 federal low income weatherization assistance program guidelines. These funds will focus on measures that reduce electricity usage associated with electric heat, air conditioning, refrigeration, lighting, etc.
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. Social Agencies and Company agree to consult with Staff, the Office of the Public Counsel, DED-DE, and other members of the DSM advisory group during the term of the Program.
5. This Program will continue from the effective date of this tariff, unless otherwise ordered by the Commission. With the assistance of Social Agencies, the Company shall submit a report on the Program to the DSM advisory group on or before April 16, 2016 and on the same date for each succeeding year in which the Program continues. Each report will address the progress of the Program, and provide an accounting of the funds received and spent on the Program during the preceding calendar year. The report will include the following information with breakdowns for each of the participating social agencies:
  - a. Program funds provided by Company.
  - b. Amount of Program funds, if any, rolled over from previous year.
  - c. Amount of administrative funds retained by the social agency.
  - d. Number of weatherization jobs completed and total cost (excluding administrative funds) of jobs completed.
  - e. Number of weatherization jobs "in progress" at the end of the calendar year.
  - f. Number, type and total cost of baseload measures (non-heating) installed.

The report shall be subject to audit by the Commission Staff, the Office of the Public Counsel and DED-DE.

PROGRAM FUNDING:

To the extent that the annual funds contributed exceeds the total cost expended on the Program, the amount of the excess shall be "rolled over" to be utilized for the Weatherization Program in the succeeding year. Annual funding of \$250,000 is available to the Social Agencies for this Program.

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.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 8d

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

PROMOTIONAL PRACTICES  
SCHEDULE PRO

F. Income-Eligible Multi-Family Direct Install Program

APPLICATION:

The Income-Eligible Multi-Family Direct Install Program (Program) is designed to improve the energy efficiency of low-income multi-family dwellings in The Empire District Electric Company's (Company) Missouri service territory by offering kits containing direct-install measures (e.g., high-efficiency light bulbs, showerheads, sink aerators, etc.) to the owners of those buildings. The Company's participation in such financial incentives is limited to the amount of Funds available as determined by the Stipulation and Agreement approved by the Missouri Public Service Commission (Commission) in Case No. ER-2016-0023.

DEFINITIONS:

*Administrator:* The Company will administer the Program.

*DSM Advisory Group ("DSMAG")* –An advisory collaborative consisting of Company stakeholders including Missouri Public Service Commission Staff, Missouri Department of Economic Development – Division of Energy, Dogwood Energy, LLC, and the Missouri Office of Public Counsel. The Company will meet with the DSMAG no less than quarterly to report on participation in its energy efficiency programs, discuss successes and challenges, report on expenditures and remaining budget balances, and work together toward the continuous improvement of the Company's energy efficiency offerings

*Energy Efficiency Kits:* A single offering made to qualifying participants which contains within it a variety of direct-install energy efficiency measures, such as high-efficiency light bulbs, high-efficiency showerheads, or sink aerators.

*Funds:* The annual allotted amount of money available for the Income-Eligible Multi-Family Direct Install Program, as found on Sheet 8e.

*Program Period* – Per the Stipulation and Agreement approved by the Commission in Case No. ER-2016-0023, the program will have a term of not less than two (2) years.

*Qualified Multi-Family Dwelling:* A single federally-subsidized low-income residential structure with four or more separate housing units, which are metered individually under the Company's Missouri residential retail electric rate.

*Qualified Participant:* Owners of Qualified Multi-Family Dwellings and their occupants, who must be residential retail electric customers in the Company's Missouri service territory.

AVAILABILITY:

The Program will be offered during the Program Period and is voluntary and available on a first-come, first-served basis to any eligible participant until funds for that program year have been committed and/or expended. Energy efficiency kits will be distributed to and installed by owners of Qualified Multi-Family Dwellings.

TERMS & CONDITIONS:

Installation of Energy Efficiency Kits must be provided by building owners. Energy Efficiency Kits will be distributed only to building owners whose buildings qualify as low-income. The number of Energy Efficiency Kits issued to building owners will be determined by the number of qualifying housing units in the building. The Company, at its discretion, may determine and change the contents of the Energy Efficiency Kits, provided the items have a verifiable and measurable energy savings value. The Company will notify the DSMAG prior to any changes regarding the contents of Energy Efficiency Kits.

PROGRAM FUNDING:

Unspent budgeted allocations may be moved between programs. If the total portfolio expenditures are less than the total portfolio budget in a given program year, the difference will be added to the total portfolio budget for the following program year, and allocated between programs at The Company's discretion. The DSMAG will be notified prior to the reallocation of funds between programs or to the reallocation of funds to the following program year.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 8e

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

PROMOTIONAL PRACTICES  
SCHEDULE PRO

G. Multi-Family Direct Install Program

APPLICATION:

The Multi-Family Direct Install Program (Program) is designed to improve the energy efficiency of multi-family dwellings in The Empire District Electric Company's (Company) Missouri service territory by offering kits containing direct-install measures (e.g., high-efficiency light bulbs, showerheads, sink aerators, etc.) to the owners and/or tenants of those buildings. The Company's participation in such financial incentives is limited to the amount of Funds available as determined by the Stipulation and Agreement approved by the Missouri Public Service Commission (Commission) in Case No. ER-2016-0023.

DEFINITIONS:

*Administrator:* The Company will administer the Program.

*DSM Advisory Group ("DSMAG")* – An advisory collaborative consisting of Company stakeholders including Missouri Public Service Commission Staff, Missouri Department of Economic Development – Division of Energy, Dogwood Energy, LLC, and the Missouri Office of Public Counsel. The Company will meet with the DSMAG no less than quarterly to report on participation in its energy efficiency programs, discuss successes and challenges, report on expenditures and remaining budgets balances, and work together toward the continuous improvement of the Company's energy efficiency offerings.

*Energy Efficiency Kits:* A single offering made to qualifying participants which contains within it a variety of direct-install energy efficiency measures, such as high-efficiency light bulbs, high-efficiency showerheads, or sink aerators.

*Funds:* The annual allotted amount of money available for the Multi-Family Direct Install Program, as found on Sheet 8e.

*Qualifying Multi-Family Dwelling:* A single residential structure with four or more separate housing units, which are metered individually under The Company's Missouri residential retail electric rate.

*Participant:* Owners of multi-family dwellings and/or tenants, who must be residential retail electric customers in The Company's Missouri service territory.

*Program Period* – Per the Stipulation and Agreement approved by the Commission in Case No. ER-2016-0023, the program will have a term of not less than two (2) years.

AVAILABILITY:

The Program will be offered during the Program Period and is voluntary and available on a first-come, first-served basis to any eligible participant until funds for that program year have been committed and/or expended. Energy efficiency kits will be distributed to and installed by either the owners of Qualifying Multi-Family Dwellings or individual tenants of these buildings.

TERMS & CONDITIONS:

Installation of Energy Efficiency Kits may be provided by building owners, or by individual tenants of multi-family dwellings. The Company will not be held responsible for multi-family dwelling occupants who violate terms of a lease or occupancy agreement by choosing to personally install the contents of the Energy Efficiency Kits. The number of Energy Efficiency Kits issued to building owners will be determined by the number of qualifying housing units in the building. The Company, at its discretion, may determine and change the contents of the Energy Efficiency Kits, provided the items have a verifiable and measurable energy savings value. The Company will notify the DSMAG prior to any changes regarding the contents of Energy Efficiency Kits.

PROGRAM FUNDING:

Unspent budgeted allocations may be moved between programs. If the total portfolio expenditures are less than the total portfolio budget in a given program year, the difference will be added to the total portfolio budget for the following program year, and allocated between programs at The Company's discretion. The DSMAG will be notified prior to the reallocation of funds between programs or to the reallocation of funds to the following program year.



For ALL TERRITORY

**PROMOTIONAL PRACTICES  
SCHEDULE PRO**

H. Heating, Ventilation, and Air Conditioning (“HVAC”) Rebate Program

APPLICATION:

The HVAC Rebate Program (Program) is designed to encourage the efficient use of energy through the purchase and installation of energy efficient HVAC systems by providing rebates to lower the cost of such improvements for residential customers. The Empire District Electric Company’s (Company) participation in such financial incentives is limited to the amount of Funds available as determined by the Stipulation and Agreement approved by the Missouri Public Service Commission (Commission) in Case No. ER-2016-0023.

DEFINITIONS:

*Administrator:* The Company will administer the Program.

*DSM Advisory Group (“DSMAG”)* – An advisory collaborative consisting of Company stakeholders including Missouri Public Service Commission Staff, Missouri Department of Economic Development – Division of Energy, Dogwood Energy, LLC, and the Missouri Office of Public Counsel. Empire will meet with the DSMAG no less than quarterly to report on participation in its energy efficiency programs, discuss successes and challenges, report on expenditures and remaining budget balances, and work together toward the continuous improvement of Empire’s energy efficiency offerings.

*Funds* – The annual allotted amount of money available for the HVAC Rebate Program, as found on Sheet 8e.

*Participant:* Electric residential customers, owners of residential rental property, and builders of residential structures being served by the Company in its Missouri retail electric service territory electing to upgrade or install central cooling or heating systems with a SEER value of 15 or higher.

*Program Period* – Per the Stipulation and Agreement approved by the Commission in Case No. ER-2016-0023, the program will have a term of not less than two (2) years.

*SEER:* Seasonal Energy Efficiency Ratio, the efficiency rating for the heating or cooling system over a range of expected external temperatures (i.e., the temperature distribution for the geographical location for the SEER test). SEER rating is the Btu of cooling output during a simulated, typical cooling season divided by the total electric energy input in watt-hours during the same period.

AVAILABILITY:

The Program will be offered during the Program Period and is voluntary and available on a first-come, first-served basis to any eligible participant until funds for that program year have been committed and/or expended. Customers whose homes have more than one central heating or cooling system are eligible to receive more than one rebate, if they replace more than one system. Customers who install qualifying mini-split heat pumps in their homes will be eligible for a maximum of one rebate per home.

TERMS & CONDITIONS:

This Program will provide rebates to all Participants purchasing and installing central cooling or heating systems. The available rebates are as follows:

SEER of 15 to 15.9	\$250
SEER of 16 to 16.9	\$350
SEER of 17 or higher	\$450
Mini-split Heat Pumps 17 SEER or Higher	\$300

Eligible Participants may obtain an application for the program on Empire’s Web site, or may request a paper copy by contacting Empire’s Customer Service department at 800-206-2300. Applications will be considered only after the customer has supplied Empire and/or its implementation contractor with all required and requested documentation.

PROGRAM FUNDING:

Unspent budgeted allocations may be moved between programs. If the total portfolio expenditures are less than the total portfolio budget in a given program year, the difference will be added to the total portfolio budget for the following program year, and allocated between programs at The Company’s discretion. The DSMAG will be notified prior to the reallocation of funds between programs or to the reallocation of funds to the following program year.

For ALL TERRITORY

**PROMOTIONAL PRACTICES  
SCHEDULE PRO**

**PROGRAM PORTFOLIO INFORMATION**

Empire’s annual budget for its energy efficiency portfolio will be \$1,250,000 per calendar year, which includes five percent for marketing of the programs, and five percent for a comprehensive Evaluation, Measurement, and Verification (“EM&V”) of the programs, as determined by the Stipulation and Agreement approved by the Missouri Public Service Commission (Commission) in Case No. ER-2016-0023. Up to \$50,000 of the first year’s budget shall be used for a feasibility study of PAYS and other on-bill financing. Unspent budgeted allocations may be moved between programs, and any unspent budget for the feasibility study of PAYS and other on-bill financing shall be moved to one or more of the four programs listed below following consultation with the DSMAG. If the total portfolio expenditures are less than the total portfolio budget in a given year, the difference will be added to the total portfolio budget for the following year, and allocated between programs at Empire’s discretion. The DSMAG will be notified prior to the reallocation of funds between programs or to the reallocation of funds to the following year.

Program Budgets:

Custom C&I Program (see Sheets 8a and 8a1 for details):

Program Year Beginning	Budget
2017	\$768,000
2018	\$800,000

Income-Eligible Multi-Family Direct Install (see Sheet 8c1 for program details)

Program Year Beginning	Budget
2017	\$96,000
2018	\$100,000

Multi-Family Direct Install (see Sheet 8c2 for program details)

Program Year Beginning	Budget
2017	\$96,000
2018	\$100,000

Residential HVAC Program (see Sheet 8d for program details)

Program Year Beginning	Budget
2017	\$240,000
2018	\$250,000

Annual Energy Savings Targets (kWh):

	PY Beginning 2017	PY Beginning 2018	Total
Custom C&I Program	5,600,000	5,600,000	11,200,000
Income-Eligible Multi-Family Direct Install	415,612	415,612	831,224
Multi-Family Direct Install	415,612	415,612	831,224
Residential HVAC Program	363,668	363,668	727,336
<b>Total</b>	<b>6,794,892</b>	<b>6,794,892</b>	<b>13,589,784</b>

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 9

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

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P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 10

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THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 11

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For ALL TERRITORY

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THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 12

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For ALL TERRITORY

NET METERING RIDER RIDER NM
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**AVAILABILITY:**

Electric service is available under this schedule at points on the Company's existing distribution facilities located within its service area for customers operating renewable fuel source generators.

Applicable to Customer-Generators with a Company approved interconnection agreement. This schedule is not applicable where the Customer's electrical generating system exceeds 100 kW.

The net metering service shall be available to Customer-Generators on a first-come, first-serve basis until the total rated generating capacity of net metering systems equals 5% of the Company's single-hour peak load during the previous year. Resale electric service will not be supplied under this schedule.

**DEFINITIONS:**

**Customer-Generator:**

The owner or operator of a qualified electric energy generation unit that meets all of the following criteria:

- a. Is powered by a renewable energy resource;
- b. Has an electrical generating system with a capacity of not more than one hundred fifty kilowatts;
- c. Is located on a premises owned, operated, leased, or otherwise controlled by the Customer-Generator;
- d. Is interconnected and operated in parallel phase and synchronization with the Company;
- e. Is intended primarily to offset part or all of the Customer-Generator's own electrical energy requirements;
- f. Meets all applicable safety, performance, interconnection, and reliability standards established by the National Electrical Code, the National Electrical Safety Code, the Institute of Electrical and Electronic Engineers and any local governing authorities; and
- g. Contains a mechanism that automatically disables the unit and interrupts the flow of electricity back onto the Company's electricity lines in the event that the service to the Customer-Generator is interrupted.

**Renewable Energy Resources:**

Electrical energy produced from wind, solar thermal sources, hydroelectric sources, photovoltaic cells and panels, fuel cells using hydrogen produced by ones of the above-named electrical energy sources, and other sources of energy that become available, and are certified as renewable by the Missouri Department of Natural Resources or the Missouri Department of Economic Development's Division of Energy.

**CHARACTER OF SERVICE:**

Alternating current, 60 cycles, at the voltage and phase of the Company's established secondary distribution system serving the Customer-Generator's premise.

**BILLING AND PAYMENT:**

The Company shall render a bill for net consumption at approximately 30-day intervals based on the Company's regular tariff schedules as on file with the Missouri Public Service Commission. Net consumption is defined as the kWh supplied by the Company to the Customer-Generator minus kWh supplied by the Customer-Generator and returned to the Company's grid during the billing month. Any net consumption shall be valued monthly as follows

For ALL TERRITORY

**NET METERING RIDER  
RIDER NM**

**BILLING AND PAYMENT (continued):**

To the extent the net consumption is positive (i.e. Customer-Generator took more kWh from the Company during the month than Customer-Generator produced), the eligible Customer-Generator will be billed in accordance with the Customer-Generator's otherwise applicable standard rate for Customer Charges, Demand Charges, and Energy Charges (for the net consumption).

To the extent the net consumption is negative (i.e. Customer-Generator produced more kWh during the month than the Company supplied), the Customer-Generator will be credited in accordance with the Company's bi-annually calculated avoided fuel cost of the net energy (kWh) delivered to the Company. With the exception of the Energy Charge, all other applicable standard rate charges shall apply.

**PURCHASED RATE:**

Summer Season, per kWh.....	\$	0.0349
Winter Season, per kWh.....	\$	0.0312

The Summer Season will be the four months of June through September, and the Winter Season will be the eight months of October through May.

To the extent the net consumption is zero (i.e. Customer-Generator produced the same kWh during the month as supplied by the Company), the Customer-Generator will be Minimum billed in accordance with the eligible Customer-Generator's otherwise applicable standard rate.

**TERMS AND CONDITIONS:**

1. The Company will supply, own and maintain all necessary meters and associated equipment utilized for billing. If the Company's metering equipment at the Customer Generator's premise does not have the capability of measuring both the net energy produced and the net energy consumed, the Customer shall reimburse the Company for the cost to purchase and install sufficient metering. In addition, and for purposes of monitoring Customer generation and load, the Company may install at its expense, load research metering. The Customer shall supply, at no expense to the Company, a suitable location for meters and associated equipment used for billing and for load research. Such equipment shall be accessible at all times to Company personnel.
2. The Company shall have the right to require the Customer, at certain times and as electric operating conditions warrant, to limit the production of electrical energy from the generating facility to an amount no greater than the load at the Customer's facility of which the generating facility is a part.
3. The Customer shall furnish, install, operate and maintain in good order and repair without cost to the Company such relays, locks and seals, breakers, automatic synchronizers, disconnecting devices, and other control and protective devices as required by the NEC, NESC, IEEE or UL as being required as suitable for the operation of the generator in parallel with the Company's system.
4. The disconnect switch shall be under the exclusive control of the Company. The manual switch must have the capability to be locked out by Company personnel to isolate the Company's facilities in the event of an electrical outage on the Company's transmission and distribution facilities serving the Customer. This isolating device shall also serve as a means of isolation for the Customer's equipment during any customer maintenance activities, routine outages or emergencies. The Company shall give notice to the Customer before a manual switch is locked or an isolating device is used, if possible; and otherwise shall give notice as soon as practicable after locking or isolating the Customer's facilities.
5. The Customer may be required to reimburse the Company for any equipment or facilities required solely as a result of the installation by the Customer of generation in parallel with the Company's Service. This requirement is limited to equipment or facilities installed by the Company in excess of those required of the Company by the NEC, NESC, IEEE or UL.
6. The Customer shall notify the Company prior to the initial energizing and start-up testing of the Customer-owned generator, and the Company shall have the right to have a representative present at said test.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 14

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

NET METERING RIDER RIDER NM
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TERMS AND CONDITIONS (continued):

1. If harmonics, voltage fluctuations, or other disruptive problems on the utility's system are directly attributable to the operation of the Customer's system, such program(s) shall be corrected at the Customer's expense.
2. No Customer's generating system shall damage the Company's system or equipment or present an undue hazard to Company personnel.
3. The Company requires an Interconnection Application/Agreement for net metering (see copy below) for conditions related to technical and safety aspects of parallel generation.
4. Service under this schedule is subject to the Company's Rules and Regulations on file with the Missouri Public Service Commission and any subsequently approved and in effect during the term of this service.



THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 15

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

NET METERING RIDER  
RIDER NM

**INTERCONNECTION APPLICATION /AGREEMENT FOR NET METERING SYSTEMS  
WITH CAPACITY OF ONE HUNDRED  
KILOWATTS (150 kW) OR LESS**

The Empire District Electric Company  
602 South Joplin Avenue  
Joplin, Missouri, 64802

**For Customers Applying for Interconnection:**

If you are interested in applying for interconnection to The Empire District Electric Company’s (Empire) electrical system, you should first contact Empire and ask for information related to interconnection of parallel generation equipment to Empire’s system and you should understand this information before proceeding with this Application.

If you wish to apply for interconnection to Empire’s electrical system, please complete sections A, B, C and D, and attach the plans and specifications, including, but not limited to, describing the net metering, parallel generation, and interconnection facilities (hereinafter collectively referred to as the “Customer-Generator’s System”) and submit them to Empire at the address above. Empire will provide notice of approval or denial within thirty (30) days of receipt by Empire for Customer-Generators of ten kilowatts (10 kW) or less and within ninety (90) days of receipt by Empire for Customer-Generators of greater than ten kilowatts (10 kW). If this Application is denied, you will be provided with the reason(s) for the denial. If this Application is approved and signed by both you and Empire, it shall become a binding contract and shall govern your relationship with Empire.

**For Customers Who Have Received Approval of  
Customer-Generator System Plans and Specifications:**

After receiving approval of your Application, it will be necessary to construct the Customer-Generator System in compliance with the plans and specifications described in the Application, complete sections E and F of this Application, and forward this Application to Empire for review and completion of section G at the address above. Prior to the interconnection of the qualified generation unit to Empire’s system, the Customer-Generator will furnish Empire a certification from a qualified professional electrician or engineer that the installation meets the plans and specification described in the application. If a local Authority Having Jurisdiction (AHJ) requires permits or certifications for construction or operation of the qualified generation unit, a customer generator must show the permit number and approval certification to Empire prior to interconnection. If the application for interconnection is approved by Empire and the Customer-Generator does not complete the interconnection within one (1) year after receipt of notice of the approval, the approval shall expire and the Customer-Generator shall be responsible for filing a new application.

Within 21 days of when the customer-generator completes submission of all required post construction documentation, including sections E & F, other supporting documentation and local AHJ inspection approval (if applicable) to the electric utility, the electric utility will make any inspection of the customer-generators interconnection equipment or system it deems necessary and notify the customer generator:

1. That the net meter has been set and parallel operation by customer-generator is permitted; or
2. That the inspection identified no deficiencies and the net meter installation is pending; or
3. That the inspection identified no deficiencies and the timeframe anticipated for the electric utility to complete all required system or service upgrades and install the meter; or
4. Of all deficiencies identified during the inspection that need to be corrected by the customer-generator before parallel operation will be permitted; or
5. Of any other issue(s), requirement(s), or condition(s), impacting the installation of the net meter or the parallel operation of the system.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 15a

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

NET METERING RIDER  
RIDER NM

**For Customers Who Are Installing Solar Systems:**

Customer-Generators who are Missouri electric utility retail account holders will receive a solar rebate, if available, based on the capacity stated in the application, or the installed capacity of the Customer-Generator System if it is lower, if the following requirements are met:

- a. Empire must have confirmed the Customer-Generator's System is operational; and
- b. Sections H and I of this Application must be completed.

The amount of the rebate will be based on the system capacity measured in direct current. The rebate will be based on the schedule below up to a maximum of 25,000 watts (25kW) for residential customers, and up to a maximum of 150,000 watts (150 kW) for non-residential customers.

- \$2.00 per watt for systems operational on or before June 30, 2014;
- \$1.50 per watt for systems operational between July 1, 2014 and June 30, 2015;
- \$1.00 per watt for systems operational between July 1, 2015 and June 30, 2016;
- \$0.50 per watt for systems operational between July 1, 2016 and June 30, 2019;
- \$0.25 per watt for systems operational between July 1, 2019 and December 31, 2023;
- \$0.00 per watt for systems operational between December 31, 2023.;

**For Customers Who Are Assuming Ownership or Operational Control of an Existing Customer-Generator System:**

If no changes are being made to the existing Customer-Generator System, complete sections A, D and F of this Application/Agreement and forward to Empire at the address above. Empire will review the new Application/Agreement and shall approve such, within fifteen (15) days of receipt by Empire if the new Customer-Generator has satisfactorily completed Application/Agreement, and no changes are being proposed to the existing Customer-Generator System. There are no fees or charges for the Customer-Generator who is assuming ownership or operational control of an existing Customer-Generator System if no modifications are being proposed to that System.

For ALL TERRITORY

**NET METERING RIDER  
RIDER NM**

**A. Customer-Generator's Information**

Name on Empire's Electric Account: \_\_\_\_\_  
Service/Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Mailing Address (if different from above): \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Email address (if available): \_\_\_\_\_  
Electric Account Holder Contact Person: \_\_\_\_\_  
Daytime Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Emergency Contact Phone: \_\_\_\_\_  
Empire Account No. (from Utility Bill): \_\_\_\_\_  
If account has multiple meters, provide the meter number to which generation will be connected: \_\_\_\_\_  
Empire's Account No. (from Utility Bill): Shall be inserted at the top of each page.

**B. Customer-Generator's System Information**

Manufacturer Name Plate Power Rating: \_\_\_\_\_ kW AC  DC  (check box)  
Voltage: \_\_\_\_\_ Volts  
System Type: Wind  Fuel Cell  Solar Thermal  Photovoltaic  Hydroelectric  Other  (If other describe on line below)

Inverter/Interconnection Equipment Manufacturer: \_\_\_\_\_  
Inverter/Interconnection Equipment Model No.: \_\_\_\_\_  
Outdoor Manual/Utility Accessible & Lockable Disconnect Switch Distance from Meter: \_\_\_\_\_  
Certify that the disconnect switch will be located adjacent to the Customer-Generator's electric service meter or explain where and why an alternative location of disconnect switch is being requested:

Existing Electrical Service Capacity: \_\_\_\_\_ Amperes Voltage: \_\_\_\_\_ Volts  
Service Character: Single Phase \_\_\_\_\_ Three Phase \_\_\_\_\_  
Total capacity of existing Customer-Generator System (if applicable): \_\_\_\_\_ kW

**System Plans, Specifications, and Wiring Diagram must be attached for a valid application.**

**C. Installation Information / Hardware and Installation Compliance**

Company Installing System: \_\_\_\_\_  
Contact Person of Company Installing System: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Contractor's License No. (if applicable): \_\_\_\_\_  
Approximate Installation Date: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Daytime Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Person or Agency Who Will Inspect/Certify Installation: \_\_\_\_\_

The Customer-Generator's proposed System hardware complies with all applicable National Electric Safety Code (NESC), National Electric Code (NEC), Institute of Electrical and Electronics Engineers (IEEE), Underwriters Laboratories (UL), requirements for electrical equipment and their installation. As applicable to System type, these requirements include, but are not limited to, UL 1703, UL 1741, and IEEE 1547. The proposed installation complies with all applicable local electrical codes and all reasonable safety requirements of Empire. The proposed System has a lockable, visible AC disconnect device, accessible at all times to Empire personnel and switch is located adjacent to the Customer-Generator's electric service meter (except in cases where the Company has approved an alternate location). The System is only required to include one lockable, visible disconnect device, accessible to Empire. If the interconnection equipment is equipped with a visible, lockable, and accessible disconnect, no redundant device is needed to meet this requirement. The Customer-Generator's proposed System has functioning controls to prevent voltage flicker, DC injection, overvoltage, undervoltage, overfrequency, underfrequency, and overcurrent, and to provide for System synchronization to Empire's electrical system. The proposed System does have an anti-islanding function that prevents the generator from continuing to supply power when Empire's electrical system is not energized or operating normally.

For ALL TERRITORY

**NET METERING RIDER  
RIDER NM**

If the proposed System is designed to provide uninterruptible power to critical loads, either through energy storage or back-up generation, the proposed System includes a parallel blocking scheme for this backup source that prevents any backflow of power to Empire’s electrical system when the electrical system is not energized or not operating normally.

Signed (Installer): \_\_\_\_\_ Date: \_\_\_\_\_  
Name (Print): \_\_\_\_\_

**D. Additional Terms and Conditions**

In addition to abiding by Empire’s other applicable rules and regulations, the Customer-Generator understands and agrees to the following specific terms and conditions:

**1) Operation / Disconnection**

If it appears to Empire, at any time, in the reasonable exercise of its judgment, that operation of the Customer-Generator ‘s System is adversely affecting safety, power quality or reliability of Empire’s electrical system, Empire may immediately disconnect and lock-out the Customer-Generator’s System from Empire’s electrical system. The Customer-Generator shall permit Empire’s employees and inspector’s reasonable access to inspect, test, and examine the Customer-Generator’s System.

**2) Liability**

Liability insurance is not required for Customer-Generators of ten kilowatts (10 kW) or less. For generators greater than ten kilowatts (10 kW), the Customer Generator agrees to carry no less than one hundred thousand dollars (\$100,000) of liability insurance that provides for coverage of all risk of liability for personal injuries (including death) and damage to property arising out of or caused by the operation of the Customer-Generator’s System. Insurance may be in the form of an existing policy or an endorsement on an existing policy. Customer-Generators, including those whose systems are ten kilowatts (10 kW) or less, may have legal liabilities not covered under their existing insurance policy in the event the Customer-Generator’s negligence or other wrongful conduct causes personal injury (including death), damage to property, or other actions and claims.

**3) Metering and Distribution Costs**

A Customer-Generator’s facility shall be equipped with sufficient metering equipment that can measure the net amount of electrical energy produced or consumed by the Customer-Generator. If the Customer-Generator’s existing meter equipment does not meet these requirements or if it is necessary for Empire to install additional distribution equipment to accommodate the Customer-Generator’s facility, the Customer-Generator shall reimburse Empire for the costs to purchase and install the necessary additional equipment. At the request of the Customer-Generator, such costs may be initially paid for by Empire, and any amount up to the total costs and a reasonable interest charge may be recovered from the Customer-Generator over the course of up to twelve (12) billing cycles. Any subsequent meter testing, maintenance, or meter equipment change necessitated by the Customer-Generator shall be paid for by the Customer-Generator.

**4) Ownership of Renewable Energy Credits or Renewable Energy Certificates (RECs)**

RECs created through the generation of electricity by the Customer-Owner are owned by the Customer-Generator; however, if the Customer-Generator receives a solar rebate, the Customer-Generator transfers to Empire all right, title, and interest in and to the RECs associated with the new or expanded solar electric system that qualified the Customer-Generator for the solar rebate for a period of ten (10) years from the date the electric utility confirms the solar electric system is installed and operational.

**5) Energy Pricing and Billing**

The net electric energy delivered to the Customer-Generator shall be billed in accordance with Empire’s Applicable Rate Schedules (Tariff Schedule NM). The value of the net electric energy delivered by the Customer-Generator to Empire shall be credited in accordance with the net metering rate schedule(s) (Tariff Schedule NM). The Customer-Generator shall be responsible for all other bill components charged to similarly situated customers.

Net electrical energy measurement shall be calculated in the following manner:

- (a) For a Customer Generator, a retail electric supplier shall measure the net electrical energy produced or consumed during the billing period in accordance with normal metering practices for customers in the same rate class, either by employing a single, bidirectional meter that measures the amount of electrical energy produced and consumed, or by employing multiple meters that separately measure the Customer-Generator’s consumption and production of electricity;

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 16b

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

**NET METERING RIDER  
RIDER NM**

- (b) If the electricity supplied by the supplier exceeds the electricity generated by the Customer-Generator during a billing period, the Customer-Generator shall be billed for the net electricity supplied by the supplier in accordance with normal practices for customers in the same rate class;
- (c) If the electricity generated by the Customer-Generator exceeds the electricity supplied by the supplier during a billing period, the Customer-Generator shall be billed for the appropriate customer charges as specified by the applicable Customer-Generator rate schedule for that billing period and shall be credited an amount for the excess kilowatt-hours generated during the billing period at the net metering rate identified in Empire's tariff filed at the Public Service Commission, with this credit applied to the following billing period; and
- (d) Any credits granted by this subsection shall expire without any compensation at the earlier of either twelve (12) months after their issuance, or when the Customer-Generator disconnects service or terminates the net metering relationship with the supplier.

**6) Terms and Termination Rights**

This Agreement becomes effective when signed by both the Customer-Generator and Empire, and shall continue in effect until terminated. After fulfillment of any applicable initial tariff or rate schedule term, the Customer-Generator may terminate this Agreement at any time by giving Empire at least thirty (30) days prior written notice. In such event, the Customer-Generator shall, no later than the date of termination of Agreement, completely disconnect the Customer-Generator's System from parallel operation with Empire's system. Either party may terminate this Agreement by giving the other party at least thirty (30) days prior written notice that the other party is in default of any of the terms and conditions of this Agreement, so long as the notice specifies the basis for termination, and there is an opportunity to cure the default. This Agreement may also be terminated at any time by mutual agreement of the Customer-Generator and Empire. This agreement may also be terminated by approval of the Commission, if there is a change in statute that is determined to be applicable to this contract and necessitates its termination.

**7) Transfer of Ownership**

If operational control of the Customer-Generator's System transfers to any other party than the Customer-Generator, a new Application/Agreement must be completed by the person or persons taking over operational control of the existing Customer-Generator System. Empire shall be notified no less than thirty (30) days before the Customer-Generator anticipates transfer of operational control of the Customer-Generator's System. The person or persons taking over the operational control of Customer-Generator's System must file a new Application/Agreement, and must receive authorization from Empire before the existing Customer-Generator System can remain interconnected with Empire's electrical system. The new Application/Agreement will only need to be completed to the extent necessary to affirm that the new person or persons having operational control of the existing Consumer-Generator System completely understand the provisions of this Application/Agreement and agrees to them. If no changes are being made to the Customer-Generator's System, completing sections A, D and F of this Application/Agreement will satisfy this requirement. If no changes are being proposed to the Customer-Generator System, Empire will assess no charges or fees for this transfer. Empire will review the new Application/Agreement and shall approve such, within fifteen (15) days if the new Customer-Generator has satisfactorily completed the Application/Agreement, and no changes are being proposed to the existing Customer-Generator System. Empire will then complete section G and forward a copy of the completed Application/Agreement back to the new Customer-Generator, thereby notifying the new Customer-Generator that the new Customer-Generator is authorized to operate the existing Customer-Generator System in parallel with Empire's electrical system. If any changes are planned to be made in the existing Customer-Generator System that in any way may degrade or significantly alter that System's output characteristics, then the Customer-Generator shall submit to Empire a new Application/Agreement for the entire Customer-Generator System and all portions of the Application/Agreement must be completed.

**8) Dispute Resolution**

If any disagreements between the Customer-Generator and Empire arise that cannot be resolved through normal negotiations between them, the disagreements may be brought to the Missouri Public Service Commission by either party, through an informal or formal complaint. Procedures for filing and processing these complaints are described in 4 CSR 240-2.070. The complaint procedures described in 4 CSR 240-2.070 apply only to retail electric power suppliers to the extent that they are regulated by the Missouri Public Service Commission.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 16c

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. 16c

For ALL TERRITORY

**NET METERING RIDER  
RIDER NM**

**9) Testing Requirement**

IEEE 1547 requires periodic testing of all interconnection related protective functions. The Customer-Generator must, at least once every year, conduct a test to confirm that the Customer-Generator's net metering unit automatically ceases to energize the output (interconnection equipment output voltage goes to zero) within two (2) seconds of being disconnected from Empire's electrical system. Disconnecting the net metering unit from Empire's electrical system at the visible disconnect switch and measuring the time required for the unit to cease to energize the output shall satisfy this test. The Customer-Generator shall maintain a record of the results of these tests and, upon request by Empire, shall provide a copy of the test results to Empire. If the Customer-Generator is unable to provide a copy of the test results upon request, Empire shall notify the Customer-Generator by mail that Customer-Generator has thirty (30) days from the date the Customer-Generator receives the request to provide to Empire, the results of a test. If the Customer-Generator's equipment ever fails this test, the Customer-Generator shall immediately disconnect the Customer-Generator's System from Empire's system. If the Customer-Generator does not provide results of a test to Empire within thirty (30) days of receiving a request from Empire or the results of the test provided to Empire show that the Customer-Generator's net metering unit is not functioning correctly, Empire may immediately disconnect the Customer-Generator's System from Empire's system. The Customer-Generator's System shall not be reconnected to Empire's electrical system by the Customer-Generator until the Customer-Generator's System is repaired and operating in a normal and safe manner.

I have read, understand, and accept the provisions of Section D, subsections 1 through 9 of this Application/Agreement.

Printed Name (Customer-Generator): \_\_\_\_\_

Signed (Customer-Generator): \_\_\_\_\_ Date: \_\_\_\_\_

Note: Must be name and signature of Empire Account Holder

**E. Electrical Inspection**

If a local Authority Having Jurisdiction (AHJ) governs permitting/inspection of project:

Authority Having Jurisdiction (AHJ): \_\_\_\_\_

Permit Number: \_\_\_\_\_

**Applicable to all installations:**

The Customer-Generator System referenced above satisfies all requirements noted in Section C.

Inspector Name (Print): \_\_\_\_\_

Inspector Certification: Licensed Engineer in Missouri \_\_\_\_\_ Licensed Electrician in Missouri \_\_\_\_\_

License No. \_\_\_\_\_ Issuing Authority \_\_\_\_\_

Signed (Inspector): \_\_\_\_\_ Date: \_\_\_\_\_

**F. Customer-Generator Acknowledgement**

I am aware if the Customer-Generator System installed on my premises and I have been given warranty information and/or an operational manual for that system. Also, I have been provided with a copy of Empire's parallel generation tariff or rate schedule (as applicable) and interconnection requirements. I am familiar with the operation of the Customer-Generator System.

I agree to abide by the terms of this Application/Agreement and I agree to operate and maintain the Customer-Generator System in accordance with the manufacturer's recommended practices as well as Empire's interconnection standards. If, at any time and for any reason, I believe that the Customer-Generator System is operating in an unusual manner that may result in any disturbances on Empire's electrical system, I shall disconnect the Customer-Generator System and not reconnect it to Empire's electrical system until the Customer-Generator System is operating normally after repair or inspection. Further, I agree to notify Empire no less than thirty (30) days prior to modification of the components or design of the Customer-Generator System that in any way may degrade or significantly alter that System's output characteristics. I acknowledge that any such modifications will require submission of a new Application/Agreement to Empire.

I agree not to operate the Customer-Generator System in parallel with Empire's electrical system until this Application/Agreement has been approved by Empire.

System Installation Date: \_\_\_\_\_

Printed Name (Customer-Generator): \_\_\_\_\_

Signed (Customer-Generator): \_\_\_\_\_ Date: \_\_\_\_\_

**G. Utility Application Approval (completed by The Empire District Electric Company)**

Empire does not, by approval of this Application/Agreement, assume any responsibility or liability for damage to property or physical injury due to malfunction of the Customer-Generator's System or the Customer-Generator's negligence.

This Application is approved by Empire on this \_\_\_\_\_ day of \_\_\_\_\_ (month). \_\_\_\_\_ (year).

Empire Representative Name (Print): \_\_\_\_\_

Signed Empire Representative: \_\_\_\_\_

DATE OF ISSUE August 17, 2020 DATE EFFECTIVE September 16, 2020

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

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 16d

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

NET METERING RIDER  
RIDER NM

## MISSOURI SOLAR ELECTRIC REBATE APPLICATION

### H. Solar Rebate (For Solar Installations only)

Solar Module Manufacturer: \_\_\_\_\_ Inverter Rating: \_\_\_\_\_ kW

Solar Module Model No: \_\_\_\_\_ Number of Modules/Panels: \_\_\_\_\_

Module Rating: \_\_\_\_\_ DC Watts System rating (sum of solar panels): \_\_\_\_\_ kW

Module Warranty: \_\_\_\_\_ years (circle on spec. sheet) Inverter Warranty: \_\_\_\_\_ years (circle on spec. sheet)

Location of modules: \_\_\_\_\_ Roof \_\_\_\_\_ Ground

Installation type: \_\_\_\_\_ Fixed \_\_\_\_\_ Ballast

**Solar electric system must be permanently installed on the applicant's premises for a valid application.**

**Required documents to receive solar rebate required to be attached OR provided before Empire authorizes the rebate payment:**

- Copies of detail receipts/invoices with purchase date circled
- Copies of detail spec. sheets on each component
- Copies of proof of warranty sheet (minimum of 10 year warranty)
- Photo(s) of completed system
- Completed Taxpayer Information Form

**MUST BE MAILED TO EMPIRE VIA U.S. POSTAL SERVICE, FEDEX OR UPS**

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

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P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 16e

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

NET METERING RIDER RIDER NM
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**I. Solar Rebate Declaration (For Solar Installations only)**

I understand that the complete terms and conditions of the solar rebate program are included in the Company's Rider SR – Solar Rebate tariff.

I understand that this program has limited budget, and that application will be accepted on a first-come, first-served basis, while funds are available. It is possible that I may be notified that I have been placed on a waiting list for the next year's rebate program if funds run out for the current year. This program may be modified or discontinued at any time without notice from the Company.

I understand that the solar electric system must be permanently installed and remain in place on premises for a minimum of (10) years, and the system shall be situated in a location where a minimum of eighty-five percent (85%) of the solar resource is available to the system.

I understand the equipment must be new when installed, commercially available, and carry a minimum ten (10) year warranty.

I understand a rebate may be available from Empire in the amount of:

- \$2.00 per watt for systems operational on or before June 30, 2014;
- \$1.50 per watt for systems operational between July 1, 2014, and June 30, 2015;
- \$1.00 per watt for systems operational between July 1, 2015, and June 30, 2016;
- \$0.50 per watt for systems operational between July 1, 2016, and June 30, 2019;
- \$0.25 per watt for systems operational between July 1, 2019, and December 31, 2023;
- \$0.00 per watt for systems operational after December 31, 2023.

I understand an electric utility may, through its tariff, require applications for solar rebates to be submitted up to one hundred eighty-two (182) days prior to the applicable June 30 operational date for the solar rebate.

I understand that a maximum of 25 kilowatts of new or expanded system capacity will be eligible for a rebate for residential customers, and a maximum 150 kilowatts of new or expanded system capacity will be eligible for a rebate for non-residential customers.

I understand the DC wattage rating provided by the original manufacturer and as noted in Section H will be used to determine the rebate amount.

I understand I may receive an IRS Form related to my rebate amount. (Please consult your tax advisor with any questions.)

I understand that as a condition of receiving a solar rebate, I am transferring to Company all right, title and interest in and to the solar renewable energy credits (SRECs) associated with the new or expanded System **for a period of ten (10) years** from the date Empire confirmed that that System was installed and operational, and during this period, I may not claim credit for the SRECs under any environmental program or transfer or sell the SRECs to any other party.

**MUST BE MAILED TO EMPIRE VIA U.S. POSTAL SERVICE, FEDEX OR UPS**

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



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P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 16f

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

NET METERING RIDER RIDER NM
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Disclaimer: Possible Future Rules and/or Rate Changes  
Affecting Your Photovoltaic ("PV") System

1. Your PV system is subject to the Commission's current rates, rules, and regulations. The Missouri Public Service Commission ("Commission") may alter its rules and regulations and/or change rates in the future. If this occurs, your PV system is subject to those changes, and you will be responsible for paying any future increases to electricity rates, charges, or service fees from the Company.
2. The Company's electricity rates, charges, and service fees are determined by the Commission and are subject to change based upon the decisions of the Commission. These future adjustments may positively or negatively impact any potential savings or the value of your PV system.
3. Any future electricity rate projections which may be presented to you are not produced, analyzed, or approved by the Company or the Commission. They are based on projections formulated by external third parties not affiliated with the Company or the Commission.

The undersigned warrants, certifies, and represents that the information provided in this form is true and correct to the best of my knowledge; and the installation meets all Missouri Net Metering and Solar Electric Rebate program requirements.

\_\_\_\_\_  
Print Name of Applicant

\_\_\_\_\_  
Print Installer's Name

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Installer's Signature

\_\_\_\_\_  
If Applicant is a Business, Print Title/Authority of  
Person Signing on behalf of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**MUST BE MAILED TO EMPIRE VIA U.S. POSTAL SERVICE, FEDEX OR UPS**

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

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 17

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

<b>FUEL &amp; PURCHASE POWER ADJUSTMENT CLAUSE RIDER FAC</b> For service on and after September 14, 2016 and prior to September 16, 2020
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The two six-month accumulation periods, the two six-month recovery periods and filing dates are set forth in the following table:

<u>Accumulation Periods</u>	<u>Filing Dates</u>	<u>Recovery Periods</u>
September–February March–August	By April 1 By October 1	June–November December–May

The Company will make a Fuel Adjustment Rate (“FAR”) filing by each Filing Date. The new FAR rates for which a filing is made will be applicable starting with the Recovery Period that begins following the Filing Date. All FAR filings shall be accompanied by detailed workpapers with subaccount detail supporting the filing in an electronic format with all formulas intact.

**DEFINITIONS**

**ACCUMULATION PERIOD:**

The six calendar months during which the actual costs and revenues subject to this rider will be accumulated for the purpose of determining the FAR.

**RECOVERY PERIOD:**

The billing months during which a FAR is applied to retail customer usage on a per kilowatt-hour (“kWh”) basis.

**BASE ENERGY COST:**

Base energy cost is ordered by the Commission in the last rate case consistent with the costs and revenues included in the calculation of the Fuel and Purchase Power Adjustment (“FPA”).

**BASE FACTOR (“BF”):**

The base factor is the base energy cost divided by net generation kWh determined by the Commission in the last general rate case. BF = \$0.02415 per kWh for each accumulation period.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 17a

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

<p>FUEL &amp; PURCHASE POWER ADJUSTMENT CLAUSE RIDER FAC For service on and after September 14, 2016 and prior to September 16, 2020</p>
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APPLICATION

FUEL & PURCHASE POWER ADJUSTMENT

$$FPA = \{[(FC + PP + E - OSSR - REC - B) * J] * 0.95\} + T + I + P$$

Where:

FC = Fuel Costs Incurred to Support Sales:

The following costs reflected in Federal Energy Regulatory Commission ("FERC") Accounts 501 and 506: coal commodity and railroad transportation, switching and demurrage charges, applicable taxes, natural gas costs, alternative fuels (i.e. tires, and bio-fuel), fuel additives, Btu adjustments assessed by coal suppliers, quality adjustments assessed by coal suppliers, fuel hedging costs, fuel adjustments included in commodity and transportation costs, broker commissions and fees associated with price hedges, oil costs, combustion product disposal revenues and expenses, consumable costs related to Air Quality Control Systems ("AQCS") operation, such as ammonia, lime, limestone, and powdered activated carbon, and settlement proceeds, insurance recoveries, subrogation recoveries for increased fuel expenses in Account 501.

The following costs reflected in FERC Accounts 547 and 548: natural gas generation costs related to commodity, oil, transportation, fuel losses, hedging costs for natural gas and oil, fuel additives, and settlement proceeds, insurance recoveries, subrogation recoveries for increased fuel expenses, broker commissions and fees.

PP = Purchased Power Costs:

1. Costs and revenues for purchased power reflected in FERC Account 555, excluding all charges under Southwest Power Pool ("SPP") Schedules 1a and 12 and congestion management charges and revenues. Such costs include:

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 17b

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

FUEL & PURCHASE POWER ADJUSTMENT CLAUSE  
RIDER FAC

For service on and after September 14, 2016 and prior to September 16, 2020

- A. SPP costs or revenues for SPP's energy and operating market settlement charge types and market settlement clearing costs or revenues including:
- i. Energy;
  - ii. Ancillary Services;
    - a. Regulating Reserve Service
    - b. Energy Imbalance Service
    - c. Spinning Reserve Service
    - d. Supplemental Reserve Service
  - iii. Revenue Sufficiency;
  - iv. Revenue Neutrality;
  - v. Demand Reduction;
  - vi. Grandfathered Agreements;
  - vii. Virtual Energy including Transaction Fees;
  - viii. Pseudo-tie; and
  - ix. Miscellaneous;
- B. Non-SPP costs or revenue as follows:
- i. If received from a centrally administered market (e.g. PJM / MISO), costs or revenues of an equivalent nature to those identified for the SPP costs or revenues specified in sub part A of part 1 above;
  - ii. If not received from a centrally administered market:
    - a. Costs for purchases of energy; and
    - b. Costs for purchases of generation capacity, provided such capacity is acquired for a term of one (1) year or less; and
- C. Settlements, insurance recoveries, and subrogation recoveries for purchased power expenses.
2. Costs of purchased power will be reduced by expected replacement power insurance recoveries qualifying as assets under Generally Accepted Accounting Principles.
3. Transmission service costs reflected in FERC Account 565:

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 17c

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

FUEL & PURCHASE POWER ADJUSTMENT CLAUSE  
RIDER FAC

For service on and after September 14, 2016 and prior to September 16, 2020

- A. Thirty-four percent (34%) of SPP costs associated with Network Transmission Service:
    - i. SPP Schedule 2 – Reactive Supply and Voltage Control from Generation or Other Sources Service;
    - ii. SPP Schedule 3 – Regulation and Frequency Response Service; and
    - iii. SPP Schedule 11 – Base Plan Zonal Charge and Region-wide Charge.
  - B. Fifty percent (50%) of Mid-Continent Independent System Operator (“MISO”) costs associated with:
    - i. Network transmission service;
    - ii. Point-to-point transmission service;
    - iii. System control and dispatch; and
    - iv. Reactive supply and voltage control.
4. Costs and revenues not specifically detailed in Factors FC, PP, E, or OSSR shall not be included in the Company’s FAR filings; provided however, in the case of Factors PP or OSSR the market settlement charge types under which SPP or another market participant bills / credits a cost or revenue need not be detailed in Factors PP or OSSR for the costs or revenues to be considered specifically detailed in Factors PP or OSSR; and provided further, should the SPP or another market participant implement a new charge type, exclusive of changes in transmission revenue, not included the Stipulation and Agreement, Schedule E, “List of Sub-Accounts Included and Excluded for FAC” approved by Commission order in Case No. ER-2016-0023:
- A. The Company may include the new charge type cost or revenue in its FAR filings if the Company believes the new charge type cost or revenue possesses the characteristics of, and is of the nature of, the costs or revenues listed in factors PP or OSSR, as the case may be, subject to the requirement that the Company make a filing with the Commission as outlined in B below and also subject to another party’s right to challenge the inclusion as outlined in E. below;
  - B. The Company will make a filing with the Commission giving the Commission notice of the new charge type no later than 60 days prior to the Company including the new charge type cost or revenue in a FAR filing. Such filing shall identify the proposed accounts affected by such new charge type cost or revenue, provide a description of the new charge type demonstrating that it possesses the characteristics of, and is of the nature of, the costs or revenues listed in factors PP or OSSR as the case may be, and identify the preexisting market settlement charge type(s) which the new charge type replaces or supplements;
  - C. The Company will also provide notice in its monthly reports required by the Commission’s fuel adjustment clause rules that identifies the new charge type costs or revenues by amount, description and location within the monthly reports;
  - D. The Company shall account for the new charge type costs or revenues in a manner which allows for the transparent determination of current period and cumulative costs or revenues;

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 17d

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

FUEL & PURCHASE POWER ADJUSTMENT CLAUSE  
RIDER FAC

For service on and after September 14, 2016 and prior to September 16, 2020

- E. If the Company makes the filing provided for by B above and a party challenges the inclusion, such challenge will not delay approval of the FAR filing. To challenge the inclusion of a new charge type, a party shall make a filing with the Commission based upon the contention that the new charge type costs or revenues at issue should not have been included, because they do not possess the characteristics of the costs or revenues listed in Factors PP or OSSR, as the case may be. A party wishing to challenge the inclusion of a charge type shall include in its filing the reasons why it believes the Company did not show that the new charge type possesses the characteristic of the costs or revenues listed in Factors PP or OSSR, as the case may be, and its filing shall be made within 30 days of the Company's filing under B above. In the event of a timely challenge, the Company shall bear the burden of proof to support its decision to include a new charge type in a FAR filing. Should such challenge be upheld by the Commission, any such costs will be refunded (or revenues retained) through a future FAR filing in a manner consistent with that utilized for Factor P; and
- F. A party other than the Company may seek the inclusion of a new charge type in a FAR filing by making a filing with the Commission no less than 60 days before the Company's next FAR filing. Such a filing shall give the Commission notice that such party believes the new charge type should be included because it possesses the characteristics of, and is of the nature of, the costs or revenues listed in factors PP or OSSR, as the case may be. The party's filing shall identify the proposed accounts affected by such new charge type cost or revenue, provide a description of the new charge type demonstrating that it possesses the characteristics of, and is of the nature of, the costs or revenues listed in factors PP or OSSR as the case may be, and identify the preexisting market settlement charge type(s) which the new charge type replaces or supplements. If a party makes the filing provided for by this paragraph F and a party (including the Company) challenges the inclusion, such challenge will not delay inclusion of the new charge type in the FAR filing or delay approval of the FAR filing. To challenge the inclusion of a new charge type, the challenging party shall make a filing with the Commission based upon that party's contention that the new charge type costs or revenues at issue should not have been included, because they do not possess the characteristics of the costs or revenues listed in Factors PP or OSSR, as the case may be. The challenging party shall make its filing challenging the inclusion and stating the reasons why it believes the new charge type does not possess the characteristic of the costs or revenues listed in Factors PP or OSSR, as the case may be, within 30 days of the filing that seeks inclusion of the new charge type. In the event of a timely challenge, the party seeking the inclusion of the new charge type shall bear the burden of proof to support its contention that the new charge type should be included in the Company's FAR filings. Should such challenge be upheld by the Commission, any such costs will be refunded (or revenues retained) through a future FAR filing in a manner consistent with that utilized for Factor P.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 17e

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

FUEL & PURCHASE POWER ADJUSTMENT CLAUSE  
RIDER FAC

For service on and after September 14, 2016 and prior to September 16, 2020

E = Net Emission Costs: The following costs and revenues reflected in FERC Accounts 509 and 411 (or any other account FERC may designate for emissions expense in the future): emission allowance costs offset by revenues from the sale of emission allowances including any associated hedging.

OSSR = Revenue from Off-System Sales (Excluding revenue from full and partial requirements sales to municipalities):

The following revenues or costs reflected in FERC Account 447: all revenues from off-system sales and SPP energy and operating market including (see Note A. below):

- i. Energy;
- ii. Capacity Charges associated with Contracts shorter than 1 year;
- iii. Ancillary Services including:
  - a. Regulating Reserve Service
  - b. Energy Imbalance Service
  - c. Spinning Reserve Service
  - d. Supplemental Reserve Service
- iv. Revenue Sufficiency;
- v. Losses;
- vi. Revenue Neutrality;
- vii. Demand Reduction;
- viii. Grandfathered Agreements;
- ix. Pseudo-tie;
- x. Miscellaneous; and
- xi. Hedging.

REC = Renewable Energy Credit Revenue reflected in FERC Account 456 from the sale of Renewable Energy Credits that are not needed to meet the Renewable Energy Standard.

HEDGING COSTS:

Hedging costs are defined as realized losses and costs (including broker commission fees and margins) minus realized gains associated with mitigating volatility in the Company's cost of fuel, fuel additives, fuel transportation, emission allowances and purchased power costs, including but not limited to, the Company's use of derivatives whether over-the-counter or exchanged traded including, without limitation, futures or forward contracts, puts, calls, caps, floors, collars and swaps.

Note A Should FERC require any item covered by factors FC, PP, E, REC or OSSR to be recorded in an account different than the FERC accounts listed in such factors, such items shall nevertheless be included in factor FC, PP, E, REC or OSSR. In the month that the Company begins to record items in a different account, the Company will file with the Commission the previous account

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 17f

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

FUEL & PURCHASE POWER ADJUSTMENT CLAUSE  
RIDER FAC

For service on and after September 14, 2016 and prior to September 16, 2020

number, the new account number and what costs or revenues that flow through this Rider FAC are to be recorded in the account.

B = Net base energy cost is calculated as follows:

$$B = (S_{AP} * \$0.02415)$$

$S_{AP}$  = Actual net system input at the generation level for the accumulation period.

J =  $\frac{\text{Missouri retail kWh sales}}{\text{Total system kWh sales}}$

Where Total system kWh sales includes sales to municipalities that are associated with Empire and excludes off-system sales.

T = True-up of over/under recovery of FAC balance from prior recovery period as included in the deferred energy cost balancing account. Adjustments by Commission order pursuant to any prudence review shall also be placed in the FPA for collection unless a separate refund is ordered by the Commission.

I = Interest applicable to (i) the difference between Total energy cost (FC + PP + E – OSSR – REC) and Net base energy costs (“B”) multiplied by the Missouri energy ratio (“J”) for all kWh of energy supplied during an AP until those costs have been billed; (ii) refunds due to prudence reviews (“P”), if any; and (iii) all under- or over-recovery balances created through operation of this FAC, as determined in the true-up filings (“T”) provided for herein. Interest shall be calculated monthly at a rate equal to the weighted average interest paid on the Company’s short-term debt, applied to the month-end balance of items (i) through (iii) in the preceding sentence.

P = Prudence disallowance amount, if any, as defined below.

FUEL ADJUSTMENT RATE

The FAR is the result of dividing the FPA by estimated recovery period  $S_{RP}$  kWh, rounded to the nearest \$0.00000. The FAR shall be adjusted to reflect the differences in line losses that occur at primary and secondary voltage by multiplying the average cost at the generator by 1.0464 and 1.0657, respectively. Any FAR authorized by the Commission shall be billed based upon customers’ energy usage on and after the authorized effective date of the FAR. The formula for the FPA is displayed below

$$FAR = \frac{FPA}{S_{RP}}$$



THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 17g

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

<p>FUEL &amp; PURCHASE POWER ADJUSTMENT CLAUSE RIDER FAC For service on and after September 14, 2016 and prior to September 16, 2020</p>
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Where:

$$S_{RP} = \text{Forecasted Missouri NSI kWh for the recovery period.}$$
$$= \text{Forecasted total system NSI} * \frac{\text{Forecasted Missouri retail kWh sales}}{\text{Forecasted total system kWh sales}}$$

Where Forecasted total system NSI kWh sales includes sales to municipalities that are associated with Empire and excludes off-system sales.

PRUDENCE REVIEW

Prudence reviews of the costs subject to this FAC shall occur no less frequently than every eighteen months, and any such costs which are determined by the Commission to have been imprudently incurred or incurred in violation of the terms of this rider shall be returned to customers. Adjustments by Commission order, if any, pursuant to any prudence review shall be included in the FAR calculation in P above unless a separate refund is ordered by the Commission. Interest on the prudence adjustment will be included in I above.

TRUE-UP OF FPA

In conjunction with an adjustment to its FAR, the Company will make a true-up filing with an adjustment to its FAC on the first Filing Date that occurs after completion of each Recovery Period. The true-up adjustment shall be the difference between the FPA revenues billed and the FPA revenues authorized for collection during the true-up recovery period, i.e. the true-up adjustment. Any true-up adjustments or refunds shall be reflected in item T above and shall include interest calculated as provided for in item I above.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 17h

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

FUEL & PURCHASE POWER ADJUSTMENT CLAUSE  
 RIDER FAC  
 For service on and after December 1, 2019 and prior to September 16, 2020

	Accumulation Period Ending		February 29, 2020
1	Total Energy Cost (TEC) = (FC + PP + E – OSSR - REC)		65,369,711
2	Net Base Energy Cost (B)	-	65,525,398
	2.1 Base Factor (BF)		0.02415
	2.2 Accumulation Period NSI (S <sub>AP</sub> )		2,713,267,000
3	(TEC-B)		(155,687)
4	Missouri Energy Ratio (J)	*	82.56%
5	(TEC - B) * J		(131,747)
6	Fuel Cost Recovery	*	95.00%
7	(TEC - B) * J * 0.95		(125,160)
8	True-Up Amount (T)	+	1,074,609
9	Prudence Adjustment Amount (P)	+	
10	Interest (I)	+	(8,035.51)
11	Fuel and Purchased Power Adjustment (FPA)	=	941,413
12	Forecasted Missouri NSI (S <sub>RP</sub> )	÷	2,311,729,686
13	Current Period Fuel Adjustment Rate (FAR)	=	.00041
14	Current Period FAR <sub>PRIM</sub> = FAR x VAF <sub>PRIM</sub>		.00043
15	Current Period FAR <sub>SEC</sub> = FAR x VAF <sub>SEC</sub>		.00043
16	VAF <sub>PRIM</sub> = 1.0464		1.0464
17	VAF <sub>SEC</sub> = 1.0657		1.0657

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 17i

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

FUEL & PURCHASE POWER ADJUSTMENT CLAUSE  
RIDER FAC

For service on and after September 16, 2020

The two six-month accumulation periods, the two six-month recovery periods and filing dates are set forth in the following table:

<u>Accumulation Periods</u>	<u>Filing Dates</u>	<u>Recovery Periods</u>
September–February March–August	By April 1 By October 1	June–November December–May

The Company will make a Fuel Adjustment Rate (“FAR”) filing by each Filing Date. The new FAR rates for which a filing is made will be applicable starting with the Recovery Period that begins following the Filing Date. All FAR filings shall be accompanied by detailed workpapers with subaccount detail supporting the filing in an electronic format with all formulas intact.

DEFINITIONS

**ACCUMULATION PERIOD:**

The six calendar months during which the actual costs and revenues subject to this rider will be accumulated for the purpose of determining the FAR.

**RECOVERY PERIOD:**

The billing months during which a FAR is applied to retail customer usage on a per kilowatt-hour (“kWh”) basis.

**BASE ENERGY COST:**

Base energy cost is ordered by the Commission in the last rate case consistent with the costs and revenues included in the calculation of the Fuel and Purchase Power Adjustment (“FPA”).

**BASE FACTOR (“BF”):**

The base factor is the base energy cost divided by net generation kWh determined by the Commission in the last general rate case. BF = \$0.02338 per kWh for each accumulation period.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 17j

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

FUEL & PURCHASE POWER ADJUSTMENT CLAUSE  
RIDER FAC  
For service on and after September 16, 2020

APPLICATION

FUEL & PURCHASE POWER ADJUSTMENT

$$FPA = \{[(FC + PP + E - OSSR - REC - B) * J] * 0.95\} + T + I + P$$

Where:

FC = Fuel Costs Incurred to Support Sales:

The following costs reflected in Federal Energy Regulatory Commission ("FERC") Accounts 501 and 506: coal commodity and railroad transportation, switching and demurrage charges, applicable taxes, natural gas costs, alternative fuels (i.e. tires, and bio-fuel), fuel additives, Btu adjustments assessed by coal suppliers, quality adjustments assessed by coal suppliers, fuel hedging costs, fuel adjustments included in commodity and transportation costs, broker commissions and fees associated with price hedges, oil costs, combustion product disposal revenues and expenses, consumable costs related to Air Quality Control Systems ("AQCS") operation, such as ammonia, lime, limestone, and powdered activated carbon, and settlement proceeds, insurance recoveries, subrogation recoveries for increased fuel expenses in Account 501.

The following costs reflected in FERC Accounts 547 and 548: natural gas generation costs related to commodity, oil, transportation, fuel losses, hedging costs for natural gas and oil, fuel additives, and settlement proceeds, insurance recoveries, subrogation recoveries for increased fuel expenses, broker commissions and fees.

PP = Purchased Power Costs:

1. Costs and revenues for purchased power reflected in FERC Account 555, excluding all charges under Southwest Power Pool ("SPP") Schedules 1a and 12 Such costs include:

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 17k

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

FUEL & PURCHASE POWER ADJUSTMENT CLAUSE

RIDER FAC

For service on and after September 16, 2020

A. SPP costs or revenues for SPP's energy and operating market settlement charge types and market settlement clearing costs or revenues including:

- i. Energy;
- ii. Ancillary Services;
  - a. Regulating Reserve Service
  - b. Energy Imbalance Service
  - c. Spinning Reserve Service
  - d. Supplemental Reserve Service
- iii. Revenue Sufficiency;
- iv. Revenue Neutrality;
- v. Demand Reduction;
- vi. Grandfathered Agreements;
- vii. Virtual Energy including Transaction Fees;
- viii. Pseudo-tie; and
- ix. Miscellaneous;

B. Non-SPP costs or revenue as follows:

- i. If received from a centrally administered market (e.g. PJM / MISO), costs or revenues of an equivalent nature to those identified for the SPP costs or revenues specified in sub part A of part 1 above;
- ii. If not received from a centrally administered market:
  - a. Costs for purchases of energy; and
  - b. Costs for purchases of generation capacity, provided such capacity is acquired for a term of one (1) year or less; and

C. Settlements, insurance recoveries, and subrogation recoveries for purchased power expenses.

1. Costs of purchased power will be reduced by expected replacement power insurance recoveries qualifying as assets under Generally Accepted Accounting Principles.
2. Transmission service costs reflected in FERC Account 565:

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 171

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

FUEL & PURCHASE POWER ADJUSTMENT CLAUSE

RIDER FAC

For service on and after September 16, 2020

- A. Thirty-four percent (34%) of SPP costs associated with Network Transmission Service:
  - i. SPP Schedule 2 – Reactive Supply and Voltage Control from Generation or Other Sources Service;
  - ii. SPP Schedule 3 – Regulation and Frequency Response Service; and
  - iii. SPP Schedule 11 – Base Plan Zonal Charge and Region-wide Charge.
- B. Fifty percent (50%) of Mid-Continent Independent System Operator (“MISO”) costs associated with:
  - i. Network transmission service;
  - ii. Point-to-point transmission service;
  - iii. System control and dispatch; and
  - iv. Reactive supply and voltage control.
3. Costs and revenues not specifically detailed in Factors FC, PP, E, or OSSR shall not be included in the Company’s FAR filings; provided however, in the case of Factors PP or OSSR the market settlement charge types under which SPP or another market participant bills / credits a cost or revenue need not be detailed in Factors PP or OSSR for the costs or revenues to be considered specifically detailed in Factors PP or OSSR; and provided further, should the SPP or another market participant implement a new charge type, exclusive of changes in transmission revenue. The list of sub-accounts included will be provided in the monthly surveillance reports.
  - A. The Company may include the new charge type cost or revenue in its FAR filings if the Company believes the new charge type cost or revenue possesses the characteristics of, and is of the nature of, the costs or revenues listed in factors PP or OSSR, as the case may be, subject to the requirement that the Company make a filing with the Commission as outlined in B below and also subject to another party’s right to challenge the inclusion as outlined in E. below;
  - B. The Company will make a filing with the Commission giving the Commission notice of the new charge type no later than 60 days prior to the Company including the new charge type cost or revenue in a FAR filing. Such filing shall identify the proposed accounts affected by such new charge type cost or revenue, provide a description of the new charge type demonstrating that it possesses the characteristics of, and is of the nature of, the costs or revenues listed in factors PP or OSSR as the case may be, and identify the preexisting market settlement charge type(s) which the new charge type replaces or supplements;
  - C. The Company will also provide notice in its monthly reports required by the Commission’s fuel adjustment clause rules that identifies the new charge type costs or revenues by amount, description and location within the monthly reports;
  - D. The Company shall account for the new charge type costs or revenues in a manner which allows for the transparent determination of current period and cumulative costs or revenues;

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 17m

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

FUEL & PURCHASE POWER ADJUSTMENT CLAUSE  
RIDER FAC

For service on and after September 16, 2020

- E. If the Company makes the filing provided for by B above and a party challenges the inclusion, such challenge will not delay approval of the FAR filing. To challenge the inclusion of a new charge type, a party shall make a filing with the Commission based upon the contention that the new charge type costs or revenues at issue should not have been included, because they do not possess the characteristics of the costs or revenues listed in Factors PP or OSSR, as the case may be. A party wishing to challenge the inclusion of a charge type shall include in its filing the reasons why it believes the Company did not show that the new charge type possesses the characteristic of the costs or revenues listed in Factors PP or OSSR, as the case may be, and its filing shall be made within 30 days of the Company's filing under B above. In the event of a timely challenge, the Company shall bear the burden of proof to support its decision to include a new charge type in a FAR filing. Should such challenge be upheld by the Commission, any such costs will be refunded (or revenues retained) through a future FAR filing in a manner consistent with that utilized for Factor P; and
- F. A party other than the Company may seek the inclusion of a new charge type in a FAR filing by making a filing with the Commission no less than 60 days before the Company's next FAR filing. Such a filing shall give the Commission notice that such party believes the new charge type should be included because it possesses the characteristics of, and is of the nature of, the costs or revenues listed in factors PP or OSSR, as the case may be. The party's filing shall identify the proposed accounts affected by such new charge type cost or revenue, provide a description of the new charge type demonstrating that it possesses the characteristics of, and is of the nature of, the costs or revenues listed in factors PP or OSSR as the case may be, and identify the preexisting market settlement charge type(s) which the new charge type replaces or supplements. If a party makes the filing provided for by this paragraph F and a party (including the Company) challenges the inclusion, such challenge will not delay inclusion of the new charge type in the FAR filing or delay approval of the FAR filing. To challenge the inclusion of a new charge type, the challenging party shall make a filing with the Commission based upon that party's contention that the new charge type costs or revenues at issue should not have been included, because they do not possess the characteristics of the costs or revenues listed in Factors PP or OSSR, as the case may be. The challenging party shall make its filing challenging the inclusion and stating the reasons why it believes the new charge type does not possess the characteristic of the costs or revenues listed in Factors PP or OSSR, as the case may be, within 30 days of the filing that seeks inclusion of the new charge type. In the event of a timely challenge, the party seeking the inclusion of the new charge type shall bear the burden of proof to support its contention that the new charge type should be included in the Company's FAR filings. Should such challenge be upheld by the Commission, any such costs will be refunded (or revenues retained) through a future FAR filing in a manner consistent with that utilized for Factor P.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 17n

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

FUEL & PURCHASE POWER ADJUSTMENT CLAUSE  
RIDER FAC  
For service on and after September 16, 2020

E = Net Emission Costs: The following costs and revenues reflected in FERC Accounts 509 and 411 (or any other account FERC may designate for emissions expense in the future): emission allowance costs offset by revenues from the sale of emission allowances including any associated hedging.

OSSR = Revenue from Off-System Sales (Excluding revenue from full and partial requirements sales to municipalities):

The following revenues or costs reflected in FERC Account 447: all revenues from off-system sales and SPP energy and operating market including (see Note A. below):

- i. Energy;
- ii. Capacity Charges associated with Contracts shorter than 1 year;
- iii. Ancillary Services including:
  - a. Regulating Reserve Service
  - b. Energy Imbalance Service
  - c. Spinning Reserve Service
  - d. Supplemental Reserve Service
- iv. Revenue Sufficiency;
- v. Losses;
- vi. Revenue Neutrality;
- vii. Demand Reduction;
- viii. Grandfathered Agreements;
- ix. Pseudo-tie;
- x. Miscellaneous; and
- xi. Hedging.

REC = Renewable Energy Credit Revenue reflected in FERC Account 456 from the sale of Renewable Energy Credits that are not needed to meet the Renewable Energy Standard.

**HEDGING COSTS:**

Hedging costs are defined as realized losses and costs (including broker commission fees and margins) minus realized gains associated with mitigating volatility in the Company's cost of fuel, fuel additives, fuel transportation, emission allowances and purchased power costs, including but not limited to, the Company's use of derivatives whether over-the-counter or exchanged traded including, without limitation, futures or forward contracts, puts, calls, caps, floors, collars and swaps.

Should FERC require any item covered by factors FC, PP, E, REC or OSSR to be recorded in an account different than the FERC accounts listed in such factors, such items shall nevertheless be included in factor FC, PP, E, REC or OSSR. In the month that the Company begins to record items in a different account, the Company will file with the Commission the previous account number, the new account number and what costs or revenues that flow through this Rider FAC are to be recorded in the account.

With respect to the Company's North Fork Ridge, Neosho Ridge, and Kings Point wind projects, costs associated with the wind projects and revenue generated from the wind projects shall not be passed through to customers via the Fuel Adjustment Clause before the wind projects' revenue requirements are included in rates.



THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 170

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

FUEL & PURCHASE POWER ADJUSTMENT CLAUSE

RIDER FAC

For service on and after September 16, 2020

B = Net base energy cost is calculated as follows:

$$B = (S_{AP} * \$0.02338)$$

$S_{AP}$  = Actual net system input at the generation level for the accumulation period.

J =  $\frac{\text{Missouri retail kWh sales}}{\text{Total system kWh sales}}$

Where Total system kWh sales includes sales to municipalities that are associated with Empire and excludes off-system sales.

T = True-up of over/under recovery of FAC balance from prior recovery period as included in the deferred energy cost balancing account. Adjustments by Commission order pursuant to any prudence review shall also be placed in the FPA for collection unless a separate refund is ordered by the Commission.

I = Interest applicable to (i) the difference between Total energy cost (FC + PP + E – OSSR – REC) and Net base energy costs (“B”) multiplied by the Missouri energy ratio (“J”) for all kWh of energy supplied during an AP until those costs have been billed; (ii) refunds due to prudence reviews (“P”), if any; and (iii) all under- or over-recovery balances created through operation of this FAC, as determined in the true-up filings (“T”) provided for herein. Interest shall be calculated monthly at a rate equal to the weighted average interest paid on the Company’s short-term debt, applied to the month-end balance of items (i) through (iii) in the preceding sentence.

P = Prudence disallowance amount, if any, as defined below.

FUEL ADJUSTMENT RATE

The FAR is the result of dividing the FPA by estimated recovery period  $S_{RP}$  kWh, rounded to the nearest \$0.00000. The FAR shall be adjusted to reflect the differences in line losses that occur at primary and secondary voltage by multiplying the average cost at the generator by 1.04494 and 1.07159, respectively. Any FAR authorized by the Commission shall be billed based upon customers’ energy usage on and after the authorized effective date of the FAR. The formula for the FPA is displayed below

$$FAR = \frac{FPA}{S_{RP}}$$

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 17p

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

FUEL & PURCHASE POWER ADJUSTMENT CLAUSE

RIDER FAC

For service on and after September 16, 2020

Where:

$S_{RP}$  = Forecasted Missouri NSI kWh for the recovery period.

= Forecasted total system NSI \*  $\frac{\text{Forecasted Missouri retail kWh sales}}{\text{Forecasted total system kWh sales}}$

Where Forecasted total system NSI kWh sales includes sales to municipalities that are associated with Empire and excludes off-system sales.

GENERAL RATE CASE/PRUDENCE REVIEW

The following shall apply to this FAC, in accordance with Section 386.266.4, RSMo. and applicable Missouri Public Service Commission Rules governing rate adjustment mechanisms established under Section 386.266, RSMo:

The Company shall file a general rate case with the effective date of new rates to be no later than four years after the effective date of a Commission order implementing or continuing this FAC. The four-year period referenced above shall not include any periods in which the Company is prohibited from collecting any charges under this FAC, or any period for which charges hereunder must be fully refunded. In the event a court determines that this FAC is unlawful and all moneys collected hereunder are fully refunded, the Company shall be relieved of the obligation under this FAC to file such a rate case.

Prudence reviews of the costs subject to this FAC shall occur no less frequently than every eighteen months, and any such costs which are determined by the Commission to have been imprudently incurred or incurred in violation of the terms of this rider shall be returned to customers. Adjustments by Commission order, if any, pursuant to any prudence review shall be included in the FAR calculation in P above unless a separate refund is ordered by the Commission. Interest on the prudence adjustment will be included in I above.

TRUE-UP OF FPA

In conjunction with an adjustment to its FAR, the Company will make a true-up filing with an adjustment to its FAC on the first Filing Date that occurs after completion of each Recovery Period. The true-up adjustment shall be the difference between the FPA revenues billed and the FPA revenues authorized for collection during the true-up recovery period, i.e. the true-up adjustment. Any true-up adjustments or refunds shall be reflected in item T above and shall include interest calculated as provided for in item I above.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 17g

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

FUEL & PURCHASE POWER ADJUSTMENT CLAUSE  
 RIDER FAC  
 For service on and after September 16, 2020

	Accumulation Period Ending		
1	Total Energy Cost (TEC) = (FC + PP + E – OSSR - REC)		
2	Net Base Energy Cost (B)	-	
	2.1 Base Factor (BF)		0.02338
	2.2 Accumulation Period NSI (S <sub>AP</sub> )		
3	(TEC-B)		
4	Missouri Energy Ratio (J)	*	
5	(TEC - B) * J		
6	Fuel Cost Recovery	*	95.00%
7	(TEC - B) * J * 0.95		
8	True-Up Amount (T)	+	
9	Prudence Adjustment Amount (P)	+	
10	Interest (I)	+	
11	Fuel and Purchased Power Adjustment (FPA)	=	
12	Forecasted Missouri NSI (S <sub>RP</sub> )	÷	
13	Current Period Fuel Adjustment Rate (FAR)	=	
14	Current Period FAR <sub>PRIM</sub> = FAR x VAF <sub>PRIM</sub>		
15	Current Period FAR <sub>SEC</sub> = FAR x VAF <sub>SEC</sub>		
16	VAF <sub>PRIM</sub> = 1.04494		1.04494
17	VAF <sub>SEC</sub> = 1.07159		1.07159

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 18

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

OPTIONAL TIME OF USE ADJUSTMENT  
RIDER OTOU

AVAILABILITY:

This rider will be available to any Customer currently served on one of the following rate schedules:

<u>Service</u>	<u>Rate Schedule</u>
Residential Service	RG
Commercial Service	CB
Small Heating Service	SH
General Power Service	GP
Total Electric Building	TEB
Large Power Service	LP

Availability is limited to the following:

<u>Service</u>	<u>Customers</u>
Residential Service	50
Commercial Service	50
Small Heating Service	50
General Power Service	5
Total Electric Building	5
Large Power Service	3

CUSTOMER CHARGE ADJUSTMENTS:

	<u>Charge</u>
Residential Service.....	\$ 10.00
Commercial Service or Small Heating Service:	
Single Phase.....	10.00
Three Phase.....	15.00
General Power or Total Electric Building.....	13.69
Large Power Service.....	0.00

ENERGY ADJUSTMENT PER kWh:

	<u>Summer Season</u>	<u>Winter Season</u>
RG:		
On-Peak period.....	\$ 0.0275	\$ 0.0015
Shoulder period.....	(0.0042)	
Off-Peak period.....	(0.0104)	(0.0011)
CB or SH:		
On-Peak period.....	0.0232	0.0006
Shoulder period.....	(0.0044)	
Off-Peak period.....	(0.0101)	(0.0007)
GP or TEB:		
On-Peak period.....	0.0235	0.0009
Shoulder period.....	(0.0024)	
Off-Peak period.....	(0.0085)	(0.0008)
LP:		
On-Peak period.....	0.0221	0.0010
Shoulder period.....	(0.0009)	
Off-Peak period.....	(0.0070)	(0.0008)

Adjustments are in addition to the current rate schedule prices.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 19

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

OPTIONAL TIME OF USE ADJUSTMENT  
RIDER OTOU

**BILLING PERIODS:**

The Summer Season will be June 1 through September 30, and the Winter Season will be October 1 through May 31. The On-Peak hours will be weekdays, excluding holidays, from 12:00 p.m. through 7:00 p.m. during the Summer Season and 6:00 a.m. through 10:00 p.m. during the Winter Season. The Shoulder hours will be on weekends from 12:00 p.m. through 9:00 p.m. and weekdays from 9:00 a.m. through 12:00 p.m. and 7:00 p.m. through 10:00 p.m. during the Summer Season. All other hours, including holidays, are Off-Peak. Holidays include: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, as specified by the North American Electric Reliability Council (NERC).

**SPECIAL RULES:**

Customers electing to receive service under this rider will remain on this rider for a minimum period of twelve (12) months unless the customer provides a sixty (60) day notification of a request for discontinuance. Customers receiving a discontinuance will not be eligible to again receive service under this rider for a minimum period of twelve (12) months from the date of discontinuance.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 20

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

EMPIRE'S ACTION TO SUPPORT THE ELDERLY RIDER EASE
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APPLICATION:

"Registered Elderly or Disabled Customer" means one who is sixty (60) years old and above, or is disabled to the extent that s/he is unable to leave the premises without assistance and who files with Company a form approved by the Commission attesting to the fact that s/he meets these qualifications and which also may list an agency or person the Company shall contact as required in the Cold Weather Rule.

PLAN:

1. The late payment charge on these accounts will be waived.
2. No new security deposit will be required as long as a reasonable attempt is made to keep electric bills paid. For purposes of determining reasonable attempt, Empire will consider the following: any delinquent balance and the size of the balance; the time that the debt has been outstanding and the reason why; the Customer's ability to pay; the Customer's payment history; and any other relevant factors relating to the Customer's service.
3. Third party notification at customer's request (we will send a copy of any delinquent notices issued on these accounts to a third party).
4. Customer may choose a preferred payment date to make payments more convenient.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 21

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

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RESERVED FOR FUTURE USE

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

For ALL TERRITORY

ECONOMIC DEVELOPMENT RIDER  
SCHEDULE EDR

**Purpose:**

The purpose of the Economic Development Rider is to encourage industrial and commercial business development in Missouri.

**Availability:**

Electric service under this rider is only available in conjunction with local, regional and state governmental economic development activities where incentives have been offered and accepted by the Customer after the effective date of this rider to locate new facilities or expand existing facilities in the Company's Missouri service area. For purposes of this rider, new facilities shall be defined as a Customer's facility that has not received electric service in the Company's Missouri service area within the last twelve (12) months. Electric service under this rider is only available to a Customer otherwise qualified for service under the Company's GP, TEB, LP or ST rate schedules, and willing to enter into a contract for service for a minimum term of five (5) years.

The availability of this rider shall be limited to industrial and commercial facilities not involved in selling or providing goods and services directly to the general public.

**Applicability:**

The rider is applicable to new facilities or the additional separately metered facilities (when separate metering is unduly limiting, the Company may use a 2 year average to determine baseline usage for purposes of this tariff) meeting the above availability criteria and the following two applicability criteria:

1. The annual load factor of the new Customer or additional facility is reasonably projected to equal or exceed an annual load factor of fifty (50) percent within two (2) years of the date the Customer first receives service under this Rider. The projected annual Customer load factor shall be determined by the following relationship:

$$\text{PAE} / \text{PCD} \times \text{HRS}$$

Where:

PAE = Projected Annual Energy (kWh)

HRS = Hours in year (8760)

PCD = Projected Customer Non-coincident Demand

If the above load factor criterion is not met, the Company may consider the following other factors when determining qualification for the rider:

a. The creation of seventy-five (75) or more new permanent full-time jobs;

2. The peak demand of the new or additional facility is reasonable projected to be at least three-hundred (300) kW within two years of the date the Customer first received service under this rider.

All requests for service under this rider will be considered by the Company. Sufficiently detailed information shall be provided, by the Customer, to enable the Company to determine whether a facility is qualified for the Rider. Service under this rider shall be evidenced by a contract between the Customer and the Company, which shall be submitted to the Commission.



THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 22a

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

ECONOMIC DEVELOPMENT RIDER  
SCHEDULE EDR

**Incentive Provisions:**

1. Revenue Determination:

The pre-tax revenues under this rider shall be determined by reducing otherwise applicable charges, associated with the GP, TEB,LP or ST rate schedules, by 30% during the first contract year, 25% during the second contract year, 20% during the third contract year, 15% during the fourth contract year and 10% during the fifth contract year. After the fifth contract year, this incentive provision shall cease. All other billing, operational and related provision of the aforementioned rate schedules shall remain in effect.

Bills for separately metered service to existing Customers, pursuant to the provision of this rider, will be calculated independently of any other service rendered to the Customer at the same or other locations.

2. Shifting of Existing Load:

For Customers with existing facilities at one or more locations in the Company's Missouri service area, this rider shall not apply to the service previously provided at any other Company delivery point within the last twelve (12) months. Failure to comply with this provision may result in termination of service under this rider.

**Termination:**

Failure of the Customer to meet any of the applicability criteria of this rider, used to qualify the Customer for acceptance on the rider, within two years of the date service under this rider begins, may lead to termination of service under this rider.

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

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 22b

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

**ECONOMIC DEVELOPMENT RIDER  
SCHEDULE EDR**

**Form of Contract:**

This Agreement is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between Empire District Electric Company (Company) and \_\_\_\_\_ (Customer).

Witnesseth:

Whereas, Company has on file with the Public Service Commission of the State of Missouri (Commission) a certain Economic Development Rider (Rider), and:

Whereas, Customer is a new Customer, or has acquired additional separately metered facilities within the Company's service territory, and;

Whereas, Customer has furnished sufficient information to the Company to demonstrate that its new facilities or additional separately metered facilities (Facilities) satisfied the Availability and Applicability provisions of the Rider, and:

The Company and Customer agree as follows:

1. Service to the Customer's Facilities located at (address) \_\_\_\_\_, (city) \_\_\_\_\_, (state) \_\_\_\_\_, (county) \_\_\_\_\_ shall be pursuant to the Rider, all other applicable tariffs, and the Company's General Rules and Regulations applying to electric service, as may be in effect from time to time and filed with the Commission.
2. Customer further acknowledged that this Agreement is not assignable voluntarily by Customer, but shall nevertheless inure to the benefit of and be binding upon the Customer's successors by operation of law.
3. Customer acknowledges that all information provided to the Company for the purpose of determining whether the Customer is eligible for service under the Rider shall be retained by the Company, and shall be subject to inspection and disclosure under Chapters 383 and 393, RSMo 2011, as amended from time to time. Should the Customer designate any of such information as proprietary or confidential, the Company shall notify Customer of any request for inspection or disclosure, and shall use good faith efforts to secure an agreement or Commission order protecting the proprietary or confidential nature of such information.
4. This Agreement shall be governed in all respects by the laws of the State of Missouri (regardless of conflict of laws provisions), and by the orders, rules and regulations of the Commission they may exist from time to time. Nothing contained herein shall be construed as divesting, or attempting to divest, the Commission of any rights jurisdiction, power or authority vested in it by law.

In witness whereof, the parties have signed this Agreement as of the date first above written.

Empire District Electric Company \_\_\_\_\_  
(Customer)

By \_\_\_\_\_ By \_\_\_\_\_

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

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 22c

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

**LIMITED LARGE CUSTOMER ECONOMIC DEVELOPMENT RIDER**  
**Schedule SBEDR**

**PURPOSE**

The purpose of this Limited Large Customer Economic Development Rider ("Rider") is to comply with Mo. Rev. Stat. § 393.1640 (2018).

**EXPIRATION**

This Rider shall expire on December 31, 2023, unless extension is requested by The Empire District Electric Company (the "Company") and approved by the Commission. All discounts under this Rider shall expire no later than December 31, 2028. This provision shall control any Contract provisions to the contrary.

**AVAILABILITY/ELIGIBILITY**

Electric service under this Rider shall be limited to industrial and commercial facilities which are not in the business of selling or providing goods and/or services directly to the general public, and shall be made available if all of the following criteria are met:

1. If an otherwise qualifying Customer is receiving any economic development or retention-related discounts as of the date it would otherwise qualify for service under this Rider, the Customer shall agree to relinquish the prior discount concurrently with the date it begins to receive Service under this Rider; otherwise, the Customer shall not be eligible to receive any service under this Rider;
2. Electric service under this Rider is not available in conjunction with service provided pursuant to any other Special Contract Service tariff agreements;
3. The Customer submits a completed Application prior to public announcement of the growth project for which service under this Rider is sought. Such Application, and an application for service if not already submitted, shall be submitted at least ninety (90) days prior to the date the Customer requests the discounts provided for by this Rider;
4. The Customer adds qualifying incremental load with average monthly demand that is reasonably projected to be at least three hundred (300) kilowatts with a load factor of at least fifty-five (55) percent within two (2) years after the date the Application is submitted.
  - a. Qualifying incremental load shall be calculated as additional load net of any associated offsetting load reductions due to the termination of other accounts of the Customer or an affiliate of the Customer within twelve (12) months prior to the commencement of service to the new load,
  - b. The projected annual Customer load factor shall be determined by the following relationship:

$$\text{Load Factor} = \text{PAE} / (\text{PCD} \times \text{HRS})$$

where:

PAE = Projected Annual Energy (kWh)  
 HRS = Hours in year (8760 or 8784)  
 PCD = Projected Customer Peak Demand (kW)

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 22d

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

<b>LIMITED LARGE CUSTOMER ECONOMIC DEVELOPMENT RIDER</b> <b>Schedule SBEDR</b>
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AVAILABILITY/ELIGIBILITY (continued)

5. Prior to execution of a Contract for Service under this Rider, the Customer shall provide sufficiently detailed information and documentation to enable the Company to determine whether the incremental load is qualified for service under this Rider;
6. The Customer shall execute a Contract for Service under this Rider. In the case of a Customer locating a new facility in the Company's service territory or expanding an existing facility in the Company's service territory, the contract will contain a statement that the Customer would not locate new facilities in the Company's service territory or expand its existing facilities in the Company's service territory but for receiving service under this Rider along with other incentives;
7. The Customer receives local, regional, or state economic development incentives in conjunction with the incremental load; and
8. The Customer is otherwise qualified for service under the Company's GP, TEB, LP, or ST rate schedules.

APPLICABILITY

1. For facilities of a Customer contracting under this Rider due to expansion, the Company may install metering equipment necessary to measure load subject to this Rider. The Company reserves the right to make the determination of whether such load will be separately metered or sub-metered. If the Company determines that the nature of the expansion is such that either separate metering or sub-metering is impractical or economically infeasible, the Company will determine, based on historical usage, what portion of the Customer's load in excess of the monthly baseline, if any, qualifies as incremental load eligible for this Rider.
2. The Customer's load subject to service under this Rider is the qualifying incremental load. If the demand associated with the qualifying incremental load is not separately metered, the Company's determination of the incremental demand shall control.
3. Customer demand existing at the time the Customer begins to receive discounted rates under this section shall not constitute incremental demand.
4. Service under this Rider shall begin on the date when the meter associated with the qualifying incremental load is permanently set. However, if the permanent meter is set prior to occupancy and operation of the associated facility, the Customer will notify the Company when operation begins and service of this Rider shall begin at such time as operation begins. If the qualifying incremental load is measured rather than metered, service under this Rider shall begin upon notification to the Company by the Customer when operation begins.
5. For Customers with existing facilities at one or more locations in the Company's service area, this Rider shall not be applicable to service provided at any existing delivery point prior to receiving service under this Rider. Failure to comply with this provision may result in termination of service under this Rider.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 22e

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

**LIMITED LARGE CUSTOMER ECONOMIC DEVELOPMENT RIDER**  
**Schedule SBEDR**

6. Unless terminated pursuant to a Termination provision, service is available under this Rider up to five (5) years. However, an eligible Customer shall also receive a ten (10) percent discount of all base rate components of the bill applied to such qualifying incremental load for one (1) year after the initial discount period ends if the Company determines that the Customer is taking service from an under-utilized circuit. In no event shall a Customer receive a discount for taking service from an under-utilized circuit after December 31, 2028.

**INCENTIVE PROVISIONS**

1. Bills for separately metered (or measured) service to existing Customers, pursuant to the provisions of this Rider, will be calculated independently of any other service rendered to the Customer at the same or other locations.
2. The discount shall be a percentage applied to only the base rate components of the bill. The charges or credits arising from any rate adjustment mechanism shall be billed or applied to Customers taking service under this Rider in the same manner as otherwise applicable. All other billing, operational and related provisions of the otherwise applicable rate schedules shall remain in effect.
3. The percentage applicable to each year of service under this Rider shall be set out in the Contract and shall not be modified during the operation of the Contract, except as provided in paragraph 6 of the Applicability section of this Rider. As contracted, the average of the annual discount percentages applicable to years one (1) through five (5) shall equal forty (40) percent and shall not be less than thirty (30) percent nor more than fifty (50) percent in any year prior to the sixth year, if applicable.
4. In establishing the contracted percentages, the cents per kilowatt-hour realization resulting from application of the discounted rate as calculated shall be higher than the Company's variable cost to serve such accounts in aggregate and the discounted rate also shall make a positive contribution to fixed costs associated with such service. To reasonably ensure the sufficiency of such revenues, the Company shall perform an analysis of the Company's incremental cost of service as follows:
  - a. This analysis shall be performed utilizing an hourly production cost simulation model such as Midas or equivalent along with current estimates of the market value of capacity. The incremental costs shall include the estimated cost of serving a 10 MW incremental retail electric Customer load at varying load factors. The incremental cost shall include the impact of such retail load on the Company's purchased power costs, fuel costs, incremental capacity costs, and wholesale sales. This analysis shall generally be forward looking, covering the current calendar year and subsequent four (4) calendar years and include the impact of the Company's view of forward wholesale energy market prices.
  - b. This analysis shall be provided to the Staff of the Commission and the Office of the Public Counsel at the time of the Company's triennial and annual updates filed under the Commission's Chapter 22 Electric Utility Resource Planning Rules.
5. If in a subsequent general rate proceeding the Commission determines that application of such discounted rate is not adequate to cover the variable cost to serve such accounts and provide a positive contribution to fixed costs, then the Commission shall order modification of the contracted percentages to the extent necessary to do so.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 22f

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

**LIMITED LARGE CUSTOMER ECONOMIC DEVELOPMENT RIDER**  
**Schedule SBEDR**

**TERMINATION**

Failure of the Customer to meet any of the availability and applicability criteria of this Rider used to qualify the Customer for acceptance on the Rider shall result in termination of service under this Rider. Failure to meet and maintain compliance with each of the items contained in this Rider shall result in termination of service under this Rider. The Company shall review and verify compliance with the Rider and the Contract on an annual basis. The Company shall verify and retain documentation of each of the following items:

1. Electric service is limited to industrial and commercial facilities that are not in the business of selling or providing goods and/or services directly to the general public.
2. The local, regional, or state economic development incentives relied upon to initially qualify for service under this Rider have been received, retained, and the Customer has met all conditions upon the incentive receipt and retention.
3. The Customer's qualifying incremental demand is at least three-hundred (300) kW and the Customer must maintain a load factor of fifty-five (55) percent or greater in years three (3) through five (5) of the service under this Rider.

**ADDITIONAL REQUIREMENTS**

1. Service under this Rider shall be evidenced by a Contract between the Customer and the Company. Within thirty (30) days of executing said Contract, the Contract shall be submitted along with documentation supporting the qualification of the Customer and the Company's review of qualification to the Commission as a Non-Case-Related Submission in EFIS.
2. The Company shall file under affidavit the results of all annual reviews required under the Termination section of this Rider. Such filing shall include a Public and a confidential version including copies of all Contracts executed since its last annual review filing. All documentation relied upon by the Company for its conclusion that compliance has been maintained, or that there is basis for termination of service under this Rider, shall be included.
3. The Company shall annually, for each Customer taking service under this Rider, update the revenue sufficiency calculation prescribed under Incentive Provisions paragraph 4 to reflect actual historical usage, revised projections, and updated inputs to the incremental cost of service analysis.
4. This agreement shall be governed in all respects by the laws of the State of Missouri (regardless of conflict of laws provisions), and by the orders, rules, and regulations of the Commission they may exist from time to time. Nothing contained herein shall be construed as divesting, or attempting to divest, the Commission of any rights jurisdiction, power or authority vested in it by law.

For ALL TERRITORY

SOLAR REBATE RIDER  
RIDER SR

**PURPOSE:**

The purpose of this Rider SR is to implement the solar rebate established through §393.1030 RSMo. and §393.1670 RSMo and to establish the terms, conditions and procedures, consistent with applicable law and MoPSC orders and rules, which the Company will rely on in accepting rebate applications, authorizing rebate payments to eligible participants for a qualifying solar electric system (“System”), and the handling of solar renewable energy credits (“SRECs”) associated with the new or expanded System.

**AVAILABILITY:**

Subject to the Retail Rate Impact limitations set forth in 4 CSR 240-20.100(5), §393.1030 RSMo and §393.1670 RSMo, Missouri retail electric customers of the Company who install, own, operate and maintain a solar electric generation system in parallel with the Company’s service in accordance with the following limitations and conditions are eligible for the solar rebate:

1. The customer must have a completed and approved Net Metering Application and Agreement on file with the Company in accordance with the Company’s Net Metering Rider, Rider NM.
2. The customer must be an active account on the Company’s system and in good payment standing.
3. The System must be permanently installed on the customer’s premise.
4. The customer must declare the installed System will remain in place on the account holder’s premise for the duration of its useful life which shall be deemed to be a minimum of ten (10) years.
5. The solar modules and inverters shall be new equipment and include a manufacturer’s warranty of ten (10) years.
6. No residential retail electric account will be eligible for a solar rebate for more than twenty-five kilowatts (25 kW) of new or expanded new capacity irrespective of the number of meters/service points associated with the account holder. No non-residential retail electric account will be eligible for a solar rebate for more than one hundred fifty kilowatts (150 kW) of new or expanded new capacity irrespective of the number of meters/service points associated with the account holder.
7. The System shall meet all requirements of 4 CSR 240-20.065 and the Company’s Net Metering Rider, Rider NM.
8. The System must be situated in a location where a minimum of eighty-five percent (85%) of the solar resource is available to the System.
9. The customer must execute an affidavit for Company’s use in complying with §393.1030 RSMo and §393.1670 RSMo. The affidavit can be obtained from Company’s website [www.empiredistrict.com](http://www.empiredistrict.com).
10. The system or expansion of an existing system must become operational after December 31, 2009, and must become operational on or before December 31, 2023.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 23a

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

SOLAR REBATE RIDER RIDER SR
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**DEFINITIONS:**

**APPLICATION REQUIREMENTS:**

All Net Metering Application and Solar Rebate Application information necessary to receive an approval from the Company. These applications are available on the Company's website [www.empiredistrict.com](http://www.empiredistrict.com) and must be provided to the Company including, but not limited to, accurate account number, name and service address matching customer billing information, all of the Net Metering Application, all fields of Solar Rebate Application except the "System Installation Date," customer and developer signatures, System plans, specifications, warranties and wiring diagram. Non-residential customers requesting a solar rebate for systems between 100 kW and 150 kW must contact the Company for an application.

**COMPLETION REQUIREMENTS:**

All System installation and final documentation requirements as defined on the Company's website [www.empiredistrict.com](http://www.empiredistrict.com) provided to the Company including, but not limited to, the System installation date, all required signatures, approval of the local inspection authority having jurisdiction (if applicable), copies of detailed receipts and invoices, System photo(s), taxpayer information form (if applicable), and affidavit.

**NET METERING APPLICATION:**

Section A. through Section D. of an "INTERCONNECTION APPLICATION / AGREEMENT FOR NET METERING SYSTEMS WITH CAPACITY OF ONE HUNDRED KILOWATTS (100 kW) OR LESS", an integral part of the Company's Net Metering Rider, Rider NM, which can be obtained from the Company's website [www.empiredistrict.com](http://www.empiredistrict.com).

**OPERATIONAL DATE:**

The date that the Company installs a meter or meters capable of determining net energy consumption and permits parallel operation of the System with the Company's electrical distribution system in accordance with the Company's "Net Metering Rider, Rider NM" tariff.

**QUALIFICATION DATE:**

The date that determines a customer's relative position in the Reservation Queue.

**REBATE COMMITMENT:**

The Company's written communication to customer, by letter or email, confirming that solar rebate funding is available for a Solar Rebate Application submitted by customer.

**RESERVATION QUEUE:**

The list of all complete Net Metering Applications that have been received by the Company which have not expired and have not been paid a Solar Rebate.



THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 23b

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

SOLAR REBATE RIDER RIDER SR
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**SOLAR REBATE APPLICATION:**

For the customer's convenience, the Solar Rebate Application is located in two (2) places: Section H. and Section I. of an "INTERCONNECTION APPLICATION/AGREEMENT FOR NET METERING SYSTEMS WITH CAPACITY OF ONE HUNDRED KILOWATTS (100 kW) OR LESS", an integral part of the Company's Net Metering Rider, Rider NM; and Section A. and Section B. of the "MISSOURI SOLAR ELECTRIC REBATE APPLICATION", an integral part of the Company's Solar Rebate Rider, Rider SR – both of which can be obtained from the Company's website [www.empiredistrict.com](http://www.empiredistrict.com).

**SYSTEM:**

Qualifying solar electric system.

**REBATE RATE SCHEDULE:**

Subject to the Availability provisions of this Rider SR, complete and accurate Solar Rebate Applications received by the Company for Systems that become operational on or before June 30, 2019 will be eligible for a solar rebate in the amount of \$0.50 per watt and Systems that become operational from July 1, 2019 through December 31, 2023 will be eligible for a solar rebate in the amount of \$0.25 per watt.

If a customer has satisfied all of the System Completion Requirements by June 30th of an indicated year, but the Company is not able to complete all of the Company's steps needed to establish an Operational Date on or before June 30th, the Rebate Rate will be determined as though the Operational Date was June 30th. If it is subsequently determined that the customer or the System did not satisfy all Completion Requirements required of the customer on or before June 30th of the indicated year, the Rebate Rate will be determined based on the Operational Date. Rebates will continue be paid at \$0.25 per watt for systems which become operational until December 31, 2023.

**RESERVATION QUEUE:**

The Company will establish a Reservation Queue for solar rebate payments based on the System Qualification Dates. A customer, and their developer (if applicable), whose Net Metering Application and Solar Rebate Application are conditionally approved pending field commissioning safety test will be notified in writing, by letter or email, that either:

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 23c

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

SOLAR REBATE RIDER RIDER SR
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1. Solar rebate funds have been committed for their System, subject to the Qualification Date not changing and the commitment not expiring; or
2. Solar rebate funds cannot be guaranteed for their System. The Company will use the following notice in this event:

*“Empire cannot guarantee solar rebate funds for your System. Empire has filed its sixty-day notice of reaching its annual retail rate impact limit pursuant to Section 393.1030, RSMo. You may still receive a solar rebate if: a) the Public Service Commission determines that Empire has not yet met its annual retail rate impact limit; b) additional rebates become available due to other qualified solar systems dropping out of the reservation queue; or c) additional rebates become available at the start of the next calendar year.”*

At least monthly, the Company will notify in writing, by letter or email, those customers and their developers that did not receive a Rebate Commitment but for which a Rebate Commitment is now being made as a result of other Systems that have dropped out of the Reservation Queue. Details concerning the Reservation Queue are posted on the Company website [www.empiredistrict.com](http://www.empiredistrict.com). Applications will be processed within the time frames set forth by applicable law and MoPSC orders and rules.

**QUALIFICATION DATE AND REBATE COMMITMENT:**

The Qualification Date will be the postmarked date of the Net Metering Application and/or the Solar Rebate Application received by the Company that satisfy the Application Requirements and are subsequently approved by the Company.

The Company will only make a Rebate Commitment to a customer that has a Qualification Date and the customer, and their developer, will be notified in writing, by letter or email, of any deficiencies in the Application Requirements that will prevent a Rebate Commitment by the Company.

The Company’s Rebate Commitment to a customer will expire if:

1. The System has not attained an Operational Date within six (6) months of the Rebate Commitment date and the Company has not granted a six (6) month extension of the Rebate Commitment based upon the customer’s submission of a report of substantial progress requesting the extension which includes proof of purchase of the major System components, demonstration of partial System construction and building permit (if required), or
2. The System has not attained an Operational Date within twelve (12) months of the Rebate Commitment date, or
3. The System is not constructed in accordance with the design submitted by the customer and approved by the Company, thereby causing the Net Metering Application to become invalid

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 23d

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

SOLAR REBATE RIDER RIDER SR
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If a customer has satisfied all of the Completion Requirements but the Company is not able to complete all of the Company's steps needed to establish an Operational Date by the expiration of the Rebate Commitment, the Rebate Rate will be determined as though the Operational Date was achieved prior to the expiration. If it is subsequently determined that the customer or the System did not satisfy all Completion Requirements required of the customer on or before the expiration date, then the Rebate Commitment will expire and no payment will be made.

**REBATE PAYMENT:**

The amount of the rebate will be the combined direct current (DC) rating of the solar module(s) in watts as indicated by the applicant by clearly identifying the specific model number on the manufacturer's specification sheet(s) for the new System or the current expansion of an existing System multiplied by the rebate rate as determined by the Rebate Rate Schedule Provisions of this Rider SR.

A rebate payment will not be issued until:

1. A complete and accurate Net Metering Application has been executed by the customer and the Company, and
2. A complete and accurate Solar Rebate Application has been accepted by the Company and a Rebate Commitment made by the Company, and
3. Customer has satisfied all Completion Requirements, and
4. The System is operational.

A current Empire Net Metering customer does not need to complete a new Net Metering Application in order to take advantage of this Rider SR.

Rebate payments will be made within the time frames set forth by applicable law and MoPSC orders and rules.

NOTE: Confirmation by the Company that the System was installed and operational does not constitute any warranty or guaranty of fitness for a particular use. The Company expressly disclaims all warranties and conditions of merchantability and fitness for a particular purpose in connection with the customer's solar electric system. The customer is solely responsible for determining the appropriateness of using a qualifying solar electric system, including but not limited to the risk of system operational errors, damage to or loss of property, and unavailability or interruption of System operations. The Company will not be liable for any direct damages or for any special, incidental, or indirect damages or for any economic consequential damages. The Company will not be liable for any damages claimed based on a third party claim.

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P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 23e

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

SOLAR REBATE RIDER RIDER SR
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**SOLAR RENEWABLE ENERGY CREDITS (SREC'S):**

Customer shall transfer to the Company all right, title and interest in and to the solar renewable energy credits ("SRECs") associated with the new or expanded System that qualified customer for the solar rebate for a period of ten (10) years from the date the Customer receives its solar rebate. SRECs produced by the System for which a rebate is received cannot be sold or promised for sale to any other party by customer or used by customer for any environmental or "green" program for a period of ten (10) years from the date the Customer receives its solar rebate.

The number of SRECs produced annually will be determined by the Company using PVWatts software developed by the U.S. Department of Energy (DOE) with the result rounded to the tenths digit.

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P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 23f

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

SOLAR REBATE RIDER  
RIDER SR

**MISSOURI SOLAR ELECTRIC REBATE APPLICATION**

**A. Solar Rebate (For Solar Installations only)**

Solar Module Manufacturer: \_\_\_\_\_ Inverter Rating: \_\_\_\_\_ kW

Solar Module Model No: \_\_\_\_\_ Number of Modules/Panels: \_\_\_\_\_

Module Rating: \_\_\_\_\_ DC Watts System rating (sum of solar panels: \_\_\_\_\_ kW

Module Warranty: \_\_\_\_\_ years (circle on spec. sheet) Inverter Warranty: \_\_\_\_\_ years (circle on spec. sheet)

Location of modules: \_\_\_\_\_ Roof \_\_\_\_\_ Ground

Installation type: \_\_\_\_\_ Fixed \_\_\_\_\_ Ballast

System Installation Date: \_\_\_\_\_

Customer E-mail Address: \_\_\_\_\_

Customer Contact Phone Number: \_\_\_\_\_

**Solar electric system must be permanently installed on the applicant's premises for a valid application.**

**Required documents to receive solar rebate (required to be attached for a valid application):**

- Copies of detail receipts/invoices with purchase date circled
- Copies of detail spec. sheets on each component
- Copies of proof of warranty sheet (minimum of 10 year warranty)
- Photo(s) of completed system
- Completed Taxpayer Information Form (IRS Form W-9, Request for Taxpayer Identification Number and Certification)

**MUST BE MAILED TO EMPIRE VIA U.S. POSTAL SERVICE, FEDEX OR UPS**

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

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P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 23g

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

SOLAR REBATE RIDER RIDER SR
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**B. Solar Rebate Declaration (For Solar Installations only)**

I understand that the complete terms and conditions of the solar rebate program are included in the Company's Rider SR – Solar Rebate tariff.

I understand that this program has limited budget, and that application will be accepted on a first-come, first-served basis, while funds are available. It is possible that I may be notified that I have been placed on a waiting list for the next year's rebate program if funds run out for the current year. This program may be modified or discontinued at any time without notice from the Company.

I understand that the solar electric system must be permanently installed and remain in place on premises for the duration of its useful life – a minimum often (10) years, and the system shall be situated in a location where a minimum of eighty-five percent (85%) of the solar resource is available to the system.

I understand the equipment must be new when installed, commercially available, and carry a minimum ten (10) year warranty.

I understand a rebate may be available from the Company on expanded or new solar electric systems that become operational after 12/31/2009. The applicable rebate rate and additional details and requirements can be found in the Company's Rider SR – Solar Rebate.

I understand the DC wattage rating provided by the original manufacturer and as noted in Section H will be used to determine the rebate amount.

I understand that as a condition of receiving a solar rebate, I am transferring to Company all right, title and interest in and to the solar renewable energy credits (SRECs) associated with the new or expanded System that qualified for the solar rebate and that **the SRECs cannot be sold or promised for sale to any other party or used by customer for any environmental or "green" program for a period of ten (10) years** from the date the I receive the solar rebate.

**(NOTE: Confirmation by the Company that the System was installed and operational does not constitute any warranty or guaranty of fitness for a particular use. The Empire District Electric Company expressly disclaims any and all warranties or conditions of merchantability and fitness for a particular purpose in connection with the customer's solar electric system. The customer is solely responsible for determining the appropriateness of using a qualifying solar electric system, including but not limited to the risk of system operational errors, damage to or loss of property, and unavailability or interruption of System operations. The Empire District Electric Company will not be liable for any direct damages or for any special, incidental, or indirect damages or for any economic consequential damages. The Empire District Electric Company will not be liable for any damages claimed based on a third party claim.)**

**MUST BE MAILED TO EMPIRE VIA U.S. POSTAL SERVICE, FEDEX OR UPS**

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P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 23h

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

SOLAR REBATE RIDER RIDER SR
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**Disclaimer: Possible Future Rules and/or Rate Changes  
Affecting Your Photovoltaic ("PV") System**

1. Your PV system is subject to the Commission's current rates, rules, and regulations. The Missouri Public Service Commission ("Commission") may alter its rules and regulations and/or change rates in the future. If this occurs, your PV system is subject to those changes, and you will be responsible for paying any future increases to electricity rates, charges, or service fees from the Company.

2. The Company's electricity rates, charges, and service fees are determined by the Commission and are subject to change based upon the decisions of the Commission. These future adjustments may positively or negatively impact any potential savings or the value of your PV system.

3. Any future electricity rate projections which may be presented to you are not produced, analyzed, or approved by the Company or the Commission. They are based on projections formulated by external third parties not affiliated with the Company or the Commission.

The undersigned warrants, certifies, and represents that the information provided in this form is true and correct to the best of my knowledge; and the installation meets all Missouri Net Metering and Solar Electric Rebate program requirements.

\_\_\_\_\_  
Print Name of Applicant

\_\_\_\_\_  
Print Installer's Name

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Installer's Signature

\_\_\_\_\_  
If Applicant is a Business, Print Title/Authority of  
Person Signing on behalf of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**MUST BE MAILED TO EMPIRE VIA U.S. POSTAL SERVICE, FEDEX OR UPS**

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P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 24

Canceling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

<b>PILOTS, VARIANCES, AND PROMOTIONAL PRACTICES LOW-INCOME PILOT PROGRAM</b>
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**PURPOSE:**

The goals of the Low-Income Pilot Program (Program) are to: 1) provide electric bill payment assistance to customers meeting the Program's eligibility requirements, and 2) evaluate the impact of the Program on the disconnections and uncollectibles/bad debts amounts for Empire. This Program is provided pursuant to the orders of the Missouri Public Service Commission (MoPSC) in Case Nos. ER-2016-0023 and EO-2017-0041.

**AVAILABILITY:**

Availability of this Program shall be limited to customers on the Residential Service Rate who have an income level at or below 135% of the Federal Poverty Level (FPL). The designated CAA will be responsible for determining the income level of customers eligible for the Program. No customer with an arrearage that includes a theft of service charge shall be eligible to participate in the Program.

**DEFINITIONS:**

Designated Community Action Agency ("CAA") - Ozarks Area Community Action Corporation ("OACAC") and Economic Security Corporation ("ESC").

**PROVISIONS:**

The total program budget is \$250,000. The Program shall run until either the budget is exhausted or until rates are implemented from Empire's next general rate case, whichever occurs first.

The Program will provide qualified customers with a bill statement which reflects a monthly credit equal to the monthly customer charge and a revised bill payment amount under the following conditions:

1. Customer must be registered with a designated CAA Agency.
2. Customer must remain current within two (2) billing cycles to continue on the Program. Customers that default on payments for two (2) consecutive months will be removed from the Program and not be allowed back into the Program for twelve (12) months, except that a CAA may request a one-time re-enrollment for a defaulted customer experiencing a short-term, unanticipated financial hardship.
3. Customers receiving monthly credits must be enrolled in the Average Payment Plan (Rider AP) with any under or over collection balance existing at the settlement month rolled over and spread equally across all monthly bills in the next APP year.
4. Customers must make all payments on-time (before the delinquent date). 5. Monthly bill credits will be adjusted so that customer's total bill after the monthly credit is a minimum of \$10 (ten dollars) per month. Credits will be calculated in these circumstances once the Rider AP billing amount has been determined.

**ADMINISTRATION, REPORTING AND EVALUATION:**

Program administration, reporting and evaluation will be conducted consistent with the terms of the orders of the MoPSC in Case Nos. ER-2016-0023 and EO-2017-0041 or as modified and approved by the MoPSC.

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