

For ALL TERRITORY

**COMMERCIAL SERVICE
SCHEDULE CB**

AVAILABILITY:

This schedule is available to any general service customer on the lines of the Company whose electric load is not consistently in excess of 40 kW, except those, not otherwise allowed, who are conveying electric service received to others whose utilization of same is for residential purposes other than transient or seasonal. On and after the effective date of this tariff, multiple-family dwellings built prior to June 1, 1981 and metered by a single meter may elect to be served under this rate. Motels, hotels, inns, resorts, etc., and others who provide transient rooms and/or board service and/or provide service to dwellings on a transient or seasonal basis are not excluded from the use of this rate. The Company reserves the right to determine the applicability or the availability of this rate to any specific applicant for electric service.

MONTHLY RATE:

	Summer Season	Winter Season
Customer Access Charge.....	\$ 22.69	\$ 22.69
The first 700-kWh, per kWh.....	\$ 0.12712	\$ 0.12712
Additional kWh, per kWh.....	\$ 0.12712	\$ 0.11377

The Summer Season will be the first four monthly billing periods billed on and after June 16, and the Winter Season will be the remaining eight monthly billing periods of the calendar year.

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.

ENERGY EFFICIENCY COST RECOVERY:

The above charges will be adjusted to include a charge of \$0.00045 per kWh on all customers who have not declined to participate in Company's energy efficiency programs under P.S.C. Rule 4 CSR 240-20.094(6).

PAYMENT:

Bills will be due on or before twenty-one (21) days after the date thereof. If not paid, the above rate plus 5% then applies.

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. The voltage, phase and frequency of energy supplied will be as approved by the Company.
2. Service will be furnished for the sole use of the Customer and will not be resold, redistributed or submetered, directly or indirectly.
3. Service will be supplied through a single meter unless otherwise authorized by the Company. The point of delivery and location of the meter will be at the building wall unless otherwise specifically designated and approved in advance by the Company for each exception.
4. Where the Customer's use of welding, or other equipment characterized by fluctuating or severe demands, necessitates the installation of additional or increased facilities (including distribution transformers, service conductors or secondaries) solely to serve such Customer, the applicable provisions of Rider XC will apply in amendment to the provisions of this schedule.
5. Living quarters incidental to commercial or industrial operations in the same building will only be served together with these operations through a single meter and billed under this or other applicable commercial industrial rates. Living quarters detached from commercial or industrial buildings will only be served under applicable residential schedules.

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

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

Canceling P.S.C. Mo. No. _____ Sec. _____ Original Sheet No. _____

For ALL TERRITORY

**LARGE POWER SERVICE
SCHEDULE LP**

AVAILABILITY:

This schedule is available for electric service to any general service Customer except those who are conveying electric service received to others whose utilization of same is for residential purposes other than transient or seasonal. Motels, hotels, inns, resorts, etc., and others who provide transient room and board service or room service and/or provide service to dwellings on a transient or seasonal basis are not excluded from the use of this rate. The Company reserves the right to determine the applicability or the availability of this rate to any specific applicant for electric service.

MONTHLY RATE:

	Summer Season	Winter Season
CUSTOMER ACCESS CHARGE.....	\$ 283.55	\$ 283.55
DEMAND CHARGE:		
Per kW of Billing Demand.....	\$ 15.69	\$ 8.66
FACILITIES CHARGE		
per kW of Facilities Demand	\$ 1.88	\$ 1.88
ENERGY CHARGE:		
First 350 hours use of Metered Demand, per kWh	\$ 0.06543	\$ 0.05778
All additional kWh, per kWh	\$ 0.03400	\$ 0.03270

The Summer Season will be the first four monthly billing periods billed on and after June 16, and the Winter Season will be the remaining eight monthly billing periods of the calendar year.

To be eligible for this schedule, the customer agrees to provide, at the Customer's expense, an analog telephone line to the metering location(s), for use by the Company to retrieve interval metering data for billing and load research purposes. This telephone line must be available to the Company between the hours of midnight and 6:00am each day.

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.

ENERGY EFFICIENCY COST RECOVERY:

The above charges will be adjusted to include a charge of \$0.00045 per kWh on all customers who have not declined to participate in Company's energy efficiency programs under P.S.C. Rule 4 CSR 240-20.094(6).

DETERMINATION OF BILLING DEMAND:

The monthly Metered Demand will be determined from the highest fifteen minute integrated kilowatt demand registered during the month by a suitable demand meter. The monthly Billing Demand will be the monthly Metered Demand, or 1000 kW, whichever is greater.

DETERMINATION OF MONTHLY FACILITIES DEMAND:

The monthly Facilities Demand will be determined by a comparison of the current month's metered demand and the metered demand recorded in each of the previous 11 months. If there are less than 11 previous months of data, all available data from previous months will be used. The monthly Facilities Demand will be the maximum demand as determined by this comparison or 1000 kW, whichever is greater.

TRANSFORMER OWNERSHIP:

If the Company supplies a standard transformer and secondary facilities, a secondary facility charge of \$0.385 per kW of facilities demand will apply, otherwise, Rider XC will apply, unless Customer supplies their own secondary facilities.

SUBSTATION FACILITIES CREDIT:

The above facilities charge does not apply if the stepdown-substation and transformer are owned by the Customer.

METERING ADJUSTMENT:

The above rate applies for service metered at primary voltage. Where service is metered at secondary voltage, metered kilowatts and kilowatt-hours will be increased prior to billing by multiplying metered kilowatts and kilowatt-hours by 1.0237.

Where service is metered at transmission voltage, metered kilowatts and kilowatt-hours will be reduced prior to billing by multiplying kilowatts and kilowatt-hours by 0.9756.

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	\$ 62.71	1,088	
Mercury-Vapor Lamp Sizes:			
7,000 lumen	85.16	784	175
11,000 lumen	102.21	1,186	250
20,000 lumen	146.33	1,868	400
53,000 lumen	246.88	4,475	1000
High-Pressure Sodium-Vapor Lamp Sizes (Lucalox, etc.):			
6,000 lumen	79.80	374	70
16,000 lumen	99.90	694	150
27,500 lumen	130.01	1,271	250
50,000 lumen	185.28	1,880	400
130,000 lumen	299.00	4,313	1000
Metal Halide Lamp Sizes:			
12,000 lumen	124.89	696	175
20,500 lumen	153.05	1,020	250
36,000 lumen	204.74	1,620	400
110,000 lumen	452.44	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

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

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>
STANDARD STREET LIGHTING CONSTRUCTION:			
Mercury-Vapor Lamp Sizes (No new installations allowed):			
6,800 lumen	\$ 15.32	65	175
20,000 lumen	25.50	156	400
54,000 lumen	48.88	373	1000
Sodium-Vapor Lamp Sizes:			
6,000 lumen	14.15	31	70
16,000 lumen	20.59	58	150
27,500 lumen	29.76	106	250
50,000 lumen	34.52	157	400
Metal Halide Lamp Sizes:			
12,000 lumen	23.87	59	175
20,500 lumen	31.86	85	250
36,000 lumen	35.74	135	400
LED:			
7,500-9,500 lumen	14.15	31	92
13,000-16,000 lumen	20.59	48	143

STANDARD FLOOD LIGHTING CONSTRUCTION:

Mercury-Vapor Lamp Sizes (No new installations allowed):			
20,000 lumen	35.74	156	400
54,000 lumen	59.01	373	1000
Sodium-Vapor Lamp Sizes:			
27,500 lumen	34.62	106	250
50,000 lumen	47.49	157	400
140,000 lumen	69.39	359	1000
Metal Halide Lamp Sizes:			
12,000 lumen	24.76	59	175
20,500 lumen	32.79	85	250
36,000 lumen	48.34	135	400
110,000 lumen	70.64	338	1000
LED:			
16,000-19,000 lumen	34.62	51	150
28,000-32,000 lumen	47.49	74	218

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

Regular wood pole, per month	\$ 1.97
Transformer	1.97
Guy and anchor, per month	1.97
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. 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 \$ 0.16838
For all additional kWh used, per kWh 0.13057

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.

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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.....	\$ 0.09940

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. 4 Original Sheet No. 12

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For ALL TERRITORY

NET METERING RIDER RIDER NM

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

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For ALL TERRITORY

NET METERING RIDER RIDER NM

TERMS AND CONDITIONS (continued):

7. 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.
8. No Customer's generating system shall damage the Company's system or equipment or present an undue hazard to Company personnel.
9. The Company requires an Interconnection Application/Agreement for net metering (see copy below) for conditions related to technical and safety aspects of parallel generation.
10. 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.

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

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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.

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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;

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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.

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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: _____

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

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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

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. 16e

Canceling P.S.C. Mo. No. _____ Sec. _____ Original Sheet No. _____

For ALL TERRITORY

NET METERING RIDER RIDER NM

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

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. 16f

Canceling P.S.C. Mo. No. _____ Sec. _____ Original Sheet No. _____

For ALL TERRITORY

NET METERING RIDER RIDER NM

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

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. 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.

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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:

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

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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.

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:

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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.
- 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. The list of sub-accounts included will be provided in the FAC Monthly 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;

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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.

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

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For ALL TERRITORY

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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.

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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 1.0429 and 1.0625, 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

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

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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 386.266.5, 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.

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	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 _{AP})		
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 _{RP})	÷	
13	Current Period Fuel Adjustment Rate (FAR)	=	
14	Current Period FAR _{PRIM} = FAR x VAF _{PRIM}		
15	Current Period FAR _{SEC} = FAR x VAF _{SEC}		
16	VAF _{PRIM} = 1.0429		1.0429
17	VAF _{SEC} = 1.0625		1.0625