

Appendix A

Exhibit No.
Issue: Praxair Tariff
Witness: Jayna R. Long
Type of Exhibit: Supplemental Direct
Testimony
Sponsoring Party: Empire District Electric
Case No. ER-2011-0004
Date Testimony Prepared: November 2010

**Before the Public Service Commission
of the State of Missouri**

Supplemental Direct Testimony

of

Jayna R. Long

November 2010

SUPPLEMENTAL DIRECT TESTIMONY
OF
JAYNA R. LONG
THE EMPIRE DISTRICT ELECTRIC COMPANY
BEFORE THE
MISSOURI PUBLIC SERVICE COMMISSION
CASE NO. ER-2011-0004

Q. STATE YOUR NAME AND ADDRESS PLEASE.

A. My name is Jayna R. Long and my business address is 602 S. Joplin Avenue, Joplin, Missouri.

Q. ARE YOU THE SAME JAYNA R. LONG THAT EARLIER PREPARED AND FILED DIRECT TESTIMONY IN THIS RATE CASE BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION (“COMMISSION”) ON BEHALF OF THE EMPIRE DISTRICT ELECTRIC COMPANY (“EMPIRE” or “COMPANY”)?

A. Yes.

Q. WHAT IS THE PURPOSE OF YOUR SUPPLEMENTAL DIRECT TESTIMONY?

A. To submit a proposed tariff sheet.

Q. PLEASE EXPLAIN.

A. As a result of the expiration of a prior contract with Empire’s customer, Praxair, Inc. (“Praxair”), the Company and Praxair have negotiated a new contract which in part calls for Empire to submit to the Commission a proposed tariff sheet designed to modify the language in Schedule SC-P (the “SC-P Tariff”). The new contract is attached as Schedule JRL-1 to this testimony. The proposed tariff sheet is attached as Schedule JRL-2.

Q. WHEN DID THE PRIOR PRAXAIR CONTRACT EXPIRE?

A. As explained at page 8, lines 24 to 28, of the direct testimony of Empire witness, Kelly A. Emanuel, the prior contract for power service between Empire and Praxair expired on October 31, 2010. As a consequence, the SC-P Tariff was no longer available to Praxair after that date unless the parties entered into a new contract for power service. That has now occurred, and the new contract is effective as of November 1, 2010.

Q. IS EMPIRE PROPOSING ANY CHANGES TO THE SC-P TARIFF, SCHEDULE JRL-2, AS A RESULT OF THE NEW CONTRACT WITH PRAXAIR?

A. Yes. First, Empire proposes that the maximum number of hours of interruption per year be reduced from 400 hours to 100 hours.

Q. IS THE 100 HOURS OF INTERRUPTION IN THE TARIFF CONSISTENT WITH THE NUMBER OF HOURS EMPIRE HAS HISTORICALLY INTERRUPTED PRAXAIR?

A. Yes, the 100 hours is consistent with recent past practice. The following table provides the number of hours Empire has interrupted Praxair over the last three years.

Year	Hours Interrupted
2009	34
2008	49
2007	84

Q. ARE THERE ANY OTHER PROPOSED CHANGES TO THE TARIFF AS

A RESULT OF THE NEW CONTRACT?

- A. Yes. Empire proposes to also modify the tariff to permit the maximum Firm Demand and Customer Peak Demand to automatically adjust two times during each year (one time on October 1 and one time on April 1) without changing the Interruptible Demand. Another proposed change places an overall limit of thirteen days on the number of days of curtailment per contract year. In addition, the tariff places a limit on the number of hours of curtailment in any single day to no more than 8 hours per day.

Q. IS THIS LATTER PROPOSED CHANGE CONSISTENT WITH PAST PRACTICES?

- A. Yes, the most days Empire has interrupted Praxair in any given year over the past three years is 12 days. And the most hours per day Empire has interrupted Praxair in any given day is 10 hours.

Q. DOES THE NEW CONTRACT CONTEMPLATE WHAT HAPPENS IF THE PROPOSED CHANGES TO THE TARIFF ARE NOT APPROVED BY THE COMMISSION?

- A. Yes. The new contract provides that if the proposed tariff modifications are not “seasonably” approved by the Commission, Praxair shall have the option to continue the new contract without the tariff modifications or terminate the contract on not less than 12 months notice to the Company.

Q. ARE THERE ANY OTHER PROPOSED REVISIONS TO THE SC-P TARIFF?

- A. Yes. In a post-filing review of the SC-P tariff sheets initially filed in this rate case

on September 28, 2010, we noted the Substation Facilities Charge had been erroneously omitted. Empire has corrected the tariff for this omission by including a Substation Facilities Charge in the SC-P Tariff now being proposed.

Q. DO THE CHANGES TO THE SC-P TARIFF BEING PROPOSED AT THIS TIME HAVE ANY IMPACT ON EMPIRE'S OVERALL REVENUE REQUIREMENT IN THIS CASE?

A. No.

Q. DOES THIS COMPLETE YOUR SUPPLEMENTAL DIRECT TESTIMONY?

A. Yes, it does.

CONTRACT FOR ELECTRIC POWER SERVICE

*THE EMPIRE DISTRICT ELECTRIC COMPANY
JOPLIN, MISSOURI*

This contract is made and entered into this **1st day of November, 2010** by and between **PRAXAIR, INC.**, hereinafter called the Customer, and **THE EMPIRE DISTRICT ELECTRIC COMPANY**, a corporation organized under the laws of the State of Kansas, hereinafter called the Company, for the Company to continue to provide an electrical connection and electrical service in form of 60 cycles, **3 phase** alternating current at approximately **4,160 volts and 277/480 volts**, at the points of delivery described in "Exhibit A", attached. Immediate approximate requirements: **8500 kilowatts**. Estimated future requirements: **8500 kilowatts**.

The Customer agrees to pay the Company for electric service rendered in accordance with the Company's rates, rules and regulations, applicable to the service supplied hereunder, and which shall upon the date of this application or any time during the period the Customer is supplied with electric service as provided herein, be currently in effect as published and prescribed by the Commission governing public utilities in the state in which service is rendered.


The Company will furnish and the Customer will take electric service from the Company for an initial term of **five (5) years beginning November 1, 2010**. After the initial term of this agreement, this agreement shall automatically renew for additional successive terms of **one (1) year** each unless written notice by either party to the other party shall be given, for the discontinuance or termination of same at least **three hundred sixty (360) days** before the expiration of the then current term of this agreement.

The Company shall use reasonable diligence in providing a firm, regular and uninterrupted supply of electric energy, but in case the supply of electric energy is interrupted by reason of strike, riot, invasion, storm, fire, accident, breakdown, unexpected or prolonged increase in usage, legal process, state or municipal interference, or any cause beyond its reasonable control, the Company shall not be liable for damages to the Customer for interruptions in the service due to any of the causes aforesaid.

The Customer shall give advance written notice to the Company of any changes in the kilowatt capacity of the installation specified in this agreement.

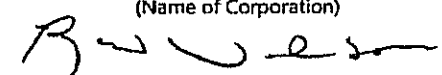
It is understood that the terms hereinbefore made or agreed to by the parties herein in relation to said electric service are merged into this agreement, including the attached **Exhibit marked "A", dated November 1st, 2010**, which is incorporated herein by reference and made a part hereof, and that no prior or contemporaneous representations or agreements, whether written or verbal, shall be binding upon the Company or Customer, except as and to the extent contained herein. This agreement encompasses all negotiations between these parties and completely embodies their agreement as to service to be provided on and after November 1, 2010. Except as specified herein, it may be modified only by an amendment that is signed by authorized representatives of both parties.

SIC CODE: 2813
NAICS CODE: 325120
REV CODE: Industrial

Witness
October 29, 2010 

Witness Patricia A. Settle

PRAXAIR, INC
(Name of Corporation)



(Signature & Title)

Energy Manager

P.O. Box 713; Tonawanda, NY 14151-0713

Accepted the 29th day of October, 2010

THE EMPIRE DISTRICT ELECTRIC COMPANY

By Michael E. Palm
VP-COMMERCIAL OPERATIONS

EXHIBIT "A"

This supplemental agreement, entered into between the parties this **1st Day of November, 2010** shall be a part of the Contract for Electric Power Service between **Praxair, Inc.** (Customer) and The Empire District Electric Company (Company).

POINTS OF DELIVERY AND CAPACITIES:

There shall be two points of delivery. The primary point of delivery will be where the Company's 4.16 KV cable is attached to the North end of Customer's 1/2" x 5" bus bar at Substation #314 in Neosho, Missouri. A secondary point of delivery (for back-up of critical loads) shall be where the Company's overhead service on the East side of the Customer's plant attaches to the Customer's service entrance conductors at Customer's weatherhead. The points of delivery are the current points of delivery and no change is contemplated by this agreement. The capacity of the primary point of delivery is 10,500 KVA. The capacity of the secondary point of delivery is 500 KVA.

RATE APPLICATION:

The Customer will be served under the **SC-Praxair** rate as filed with the **Missouri Public Service Commission**, hereinafter called MOPSC, and in effect on this date (as of November 1, 2010, Customer Charge of \$220.80, and monthly credit of 3.76 on demand reduction per kW of contracted interruptible demand), subject, however, to change from time to time in the manner provided by Missouri law and the Rules of MOPSC. In the event that a more advantageous rate becomes available for which the customer is eligible, the Customer may select such rate by notifying the Company in writing, provided that no more than one such change is implemented in any twelve (12)-month period. For billing purposes the primary and secondary metered usages shall be aggregated.

In addition, a separate "Excess Facilities Agreement" exists, based on Rider XC to recover the costs associated with the provision of the secondary point of delivery described above.

All pertinent rules, regulations, adjustments, and conditions of service in the applicable rates and riders in effect on this date will apply, subject, however, to change from time to time in the manner provided by Missouri law and the Rules of MOPSC.

SECURITY INSTRUMENT:

If any bill rendered by the Company becomes delinquent, a security deposit will become due and payable within ten (10) days of the delinquent date. The amount of the security deposit will be determined by the Company in accordance with the Company's Rules and Regulations on file with the MOPSC.

INTERRUPTIBLE PARAMETERS AND NOTIFICATION:

Forthwith upon execution hereof, Company agrees to submit a proposed tariff sheet(s) with the MOPSC proposing to modify the language in the Special Transmission Service Contract Praxair – Schedule SC-P, hereinafter called the SC-P Tariff, so as to reduce the maximum number of hours of interruption per year from 400 hours to 100 hours. As part of that filing, the Company also will request that the language in the SC-P Tariff be modified so as to permit the Maximum Firm Demand (MFD) and Customer Peak Demand (CPD) to automatically adjust two times during each year (one time on October 1, and one time on April 1) without changing the Interruptible Demand (ID). Company also agrees to request in the filing that the language in the SC-P Tariff be modified to place a limit on the number of days of curtailment to no more than 13 days per contract year and to place a limit on the number of hours of curtailment in any single day to no more than 8 hours per day. Such request to modify the SC-P Tariff will be filed with the MOPSC no later than 30 days following the latter of the execution date or the effective date of this contract. It is understood that the proposed tariff sheet(s) may be submitted in MOPSC Case No. ER-2011-0004. If this proposed modification is not seasonably approved by the MOPSC for any reason, Customer shall have the option to continue this agreement without the modification or to terminate it on not less than 12 months notice to Company.

Until such time as the language in the SC-P tariff permits the CPD and MFD modifications, the CPD shall remain at 7900 KW, the MFD shall remain at 300 KW, and the ID shall remain at 7600 KW. If the changes are approved by the MOPSC, the CPD

shall be 7900 KW from April 1 through September 30, each year, for the duration of this agreement. The CPD will increase to 8080 KW on October 1 of each year and remain at that level until March 31 of the following year, for the duration of this agreement. The MFD shall be 300 KW for the months when the CPD is 7900 KW and shall be 480 KW for the months when the CPD is 8080 KW. Setting the CPD and MFD as described in this paragraph will result in an ID of 7600 KW, year round.

In accordance with the Company's tariffs, the Company shall provide the Customer not less than thirty (30) minutes prior notice of interruption via telephone, and both Customer and Company shall log such Company notice and Customer response thereto. Customer shall provide Company with a telephone number where appropriate Customer personnel can be reached twenty-four hours a day, seven days a week for this purpose and Customer shall continue to be responsible for providing Company the telephone number it wants Company to use for this purpose. This notice provision shall be subject to change from time to time in the manner provided by Missouri law and the Rules of MOPSC.

OTHER CONSIDERATIONS:

- A. All equipment under the Customer's control shall be operated in such a manner as to not create voltage flicker problems, as interpreted by Company's flicker curve. The interpretation of the flicker curve for the primary service point (described above), prohibits the Customer's instantaneous in-rush load (for any reason) to exceed more than 15,074 KVA at any time (except as agreed to by Company in Items D., E., F. and G. below). In addition, Customer will not permit its instantaneous in-rush load to exceed 9,323 KVA more than one time per hour (except as permitted in items D., E., F. and G. below). In-rush load exceeding 2520 KVA more than ten times per hour shall not be permitted (except as permitted in items D., E., F. and G. below).
- B. Any motor larger than **200 H.P.** or with an in-rush load greater than **1,260 KVA** must be individually approved in writing by Company before the Customer connects it to the Company's lines at the secondary service point described above.
- C. Any motor larger than **500 H.P.** or with an in-rush load greater than **3,150 KVA** must be individually approved in writing by Company before the Customer connects it to the Company's lines at the primary service point described above.
- D. Permission is hereby granted by the Company to start and operate for the duration of this agreement **one 7,000 HP** synchronous "Recyle" motor, NEMA Code "B", in a manner that limits the "instantaneous in-rush power" to no more than **15,074 KVA**, in accordance with the starting sequence outlined in Item G. below.
- E. Permission is hereby granted by the Company to start and operate for the duration of this agreement **one 3,000 HP** induction "BLAC" motor, NEMA Code "F", in a manner that limits the "instantaneous in-rush power" to no more than **16,800 KVA**, in accordance with the starting sequence outlined in Item G. below.
- F. Permission is hereby granted by the Company to start and operate for the duration of this agreement **one 1,250 HP** induction "Feedgas" motor, NEMA Code "E", in a manner that limits the "instantaneous in-rush power" to no more than **15,074 KVA**, in accordance with the starting sequence outlined in Item G. below.
- G. The starting sequence of the motors described in items D., E. and F. above, shall be permitted as follows:
- Step 1. Most auxiliary equipment (estimated at less than 500 KW, with no motors larger than 200 HP) shall be started first. Generally, this step can be completed within 5 minutes, although this time limit may be modified as necessary by the Customer.
 - Step 2. Customer will start the 3,000 HP motor described in Item E., above. Within approximately 10 to 30 minutes thereafter, a 75 HP chiller motor will be started. At this point, the approximate total operating load is estimated to be between 1,900 and 2,200 KW.
 - Step 3. Approximately 1 hour after Step 2 is completed, the 1,250 HP motor described in Item F. above will be started; followed shortly thereafter (within 1 minute, but no sooner than 10 seconds) by the starting of the 7,000 HP motor described in Item D. above.
 - Step 4. Customer will insure that the starting sequence described in Steps 1. through 3., above will not be attempted more than three times in any single calendar day, unless specific verbal permission is granted on a case by case basis by a Systems Operation employee of the Company, who will log each such request and response.

H. The Customer is responsible for protecting motors and other equipment from damage due to loss of phase, phase reversal, and/or over/under-voltage.

I. The Customer shall insure that the Customer's harmonic loads as measured at the point of delivery shall not exceed the levels established in IEEE Standard 519.

J. The Customer agrees to give the Company sufficient prior notice of any proposed load increase in order that adequate utility facilities may be delivered and installed before such additional load is placed on line.

K. The Company agrees that the metering used for billing this account will be routinely tested by the Company at least once each year and Customer shall be notified at least 5 business days prior to such routine test, to allow for the Customer to witness the test if the Customer so desires. Company shall be permitted to test this metering on a more frequent basis as it deems necessary (including in cases of suspected meter failure), and shall make a reasonable effort to notify Customer of all such tests.

L. The Customer agrees to operate its load at a monthly average power factor of between 100%, and 95% lagging by means of electrical apparatus installed by Customer for such purpose.

PRAXAIR INC.

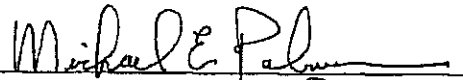


Name: Richard W. Nelson

Title: Energy Manager - North Region

Date: OCT 29, 2010

THE EMPIRE DISTRICT ELECTRIC COMPANY



Name: MICHAEL E. PALMER

Title: VP - COMMERCIAL OPERATIONS

Date: 11-1-2010

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 2 11th Revised Sheet No. 9

Canceling P.S.C. Mo. No. 5 Sec. 2 10th Revised Sheet No. 9

For ALL TERRITORY

**SPECIAL TRANSMISSION SERVICE CONTRACT: PRAXAIR
SCHEDULE SC-P**

AVAILABILITY:

This schedule is available for electric service to PRAXAIR, INC. (Customer) as stated in the contract for power service between THE EMPIRE DISTRICT ELECTRIC COMPANY (Company) and PRAXAIR, INC. ("the contract").

MONTHLY RATE:

	Summer Season	Winter Season
CUSTOMER ACCESS CHARGE	\$ 1000.00	\$ 1000.00
ON-PEAK DEMAND CHARGE		
Per kW of Billing Demand	22.33	22.33
SUBSTATION FACILITIES CHARGE	3,994.00	3,994.00
ENERGY CHARGE, per kWh:		
On-Peak Period	0.0462	0.0328
Shoulder Period	0.0372	
Off-Peak Period	0.0288	0.0271

For Customers billed on a calendar month basis, the Summer Season will be the calendar months of July and August. For Customers billed on a cycle basis, the Summer Season will be the first two monthly billing periods billed on and after July 16, and the Winter Season will be the remaining ten monthly billing periods of the calendar year. 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 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 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).

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 DEMANDS (CPD, MFD, ID):

An appropriate level of demand at the time of the Company's system peak shall be determined for PRAXAIR under this Schedule. This Customer Peak Demand ("CPD") shall be either PRAXAIR's actual maximum measured kW demand during a peak period, or a calculated amount based upon conditions involving PRAXAIR's actual or expected operations, and agreed upon between Company and PRAXAIR.

CURTAILMENT LIMITS:

The number of Curtailment Events in a Curtailment Year shall be no more than thirteen (13). 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 one hundred hours (100) during each Curtailment Year. The Curtailment Contract Year shall be June 1 through May 31.

DETERMINATION OF BILLING DEMAND:

The monthly "On-Peak Demand" shall be determined as being the highest fifteen (15) minute integrated kilowatt demand registered by a suitable demand meter during the peak hours as stated above. In no event shall the Peak Demand be less than the lesser of 6000 kW or Customer's MFD for Customers that have contracted interruptible capacity as specified in the contract or any future amendments thereto.

METERING ADJUSTMENT:

The above rates apply for service metered at transmission voltage. Where service is metered at substation voltage, metered kilowatts and kilowatt-hours will be increased prior to billing by multiplying metered kilowatts and kilowatt-hours by 1.0086.

DATE OF ISSUE _____
ISSUED BY Kelly S. Walters, Vice President, Joplin, MO

DATE EFFECTIVE _____

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 2 6th Revised Sheet No. 9a

Canceling P.S.C. Mo. No. 5 Sec. 2 5th Revised Sheet No. 9a

For ALL TERRITORY

**SPECIAL TRANSMISSION SERVICE CONTRACT: PRAXAIR
SCHEDULE SC-P**

MINIMUM MONTHLY BILL:

The net minimum bill after any interruptible credits shall be the Customer Charge plus any Substation Facilities Charge plus any Demand Charges applicable to the current MFD. In no event shall the interruptible credit be greater than the Demand Charge.

The CPD shall be specified in the contract. The contract shall also specify an amount of kW demand which PRAXAIR can curtail or otherwise not cause to be placed on the Company's system by PRAXAIR agreeing to a maximum level of demand during periods of requested interruption. This Maximum Firm Demand ("MFD") of PRAXAIR shall be specified in the contract. The MFD shall be the level of demand which PRAXAIR agrees not to exceed during periods of requested interruption in return for receiving credits under this Schedule. For verification purposes, PRAXAIR shall be required to demonstrate, at the Company's request, its ability to curtail its operations to the MFD level. 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 Schedule shall be available to PRAXAIR.

Praxair shall be permitted to specify two sets of seasonal CPD's and MFD's. However the CPD's and MFD's must be specified in a manner that the numerical resultant "ID" amount is the same in each season.

DEMAND REDUCTION:

Company-initiated interruptions under this Schedule shall be initiated by a designated Company representative contacting PRAXAIR by telephone. The Company shall give PRAXAIR a notice prior to demand reduction, as specified in the contract. The Company will not request more hours of interruption over each 12 month period, starting with June 1 of each year than is specified in the contract.

PRAXAIR shall receive a credit on the monthly bill during the appropriate months of the contract year for the appropriate ID amount multiplied by the appropriate credit amount specified in this Schedule, providing that all conditions of this Schedule are met.

The failure of PRAXAIR during a period of requested interruption to keep its demand at or below the MFD, shall result in the following consequences:

1. The MFD shall be increased to equal the actual demand placed on Company's system during the requested interruption;
2. The ID specified above shall be decreased to equal the amount of the CPD minus the new MFD established during the called-for interruption;
3. The foregoing changes shall be effective prospectively for the remainder of that contract term;
4. Customer shall refund to Company (or Company may offset from future credits) any interruptible credits received under the current contract an amount equal to the change in ID times 150% of the contract rate times the number of months the current contract has been in effect.

The Company recognizes that Customer's effectuation of interruption is dependent upon Customer's electronic measurement and/or control equipment which may malfunction through no fault or error of Customer. Should noncompliance or partial noncompliance with a requested interruption result from the reasonably unforeseeable malfunction or dysfunction of electronic measurement and/or control equipment installed at Customer's facility, the Company shall have discretion, following a reasonable investigation and verification of the cause of such noncompliance, to offer to charge the Customer any incremental annual capacity costs plus any incremental energy costs incurred by the Company for load levels in excess of the MFD during the interruption in lieu of invoking any of the above penalty provisions or adjustments to the contract.

In the event that the Customer should experience an unplanned plant shutdown due to an unexpected catastrophic-type failure of its equipment which lasts longer than seven consecutive days in a single billing period, Company will make a temporary proration of Customer's bill based on the actual number of days that the plant operated during the billing period. Said proration will be based on the same calculations used by Company to issue initial bills and final bills. No more than one such proration shall be made in any contract year, nor shall the proration be made for a period which exceeds 30 calendar days. Such proration, however, may be split between two consecutive billing periods. It shall be Customer's responsibility to notify Company as soon as possible, but no later than 30 days of such an event which would cause this proration to take place. No retroactive proration will be made for plant shutdowns occurring more than thirty days prior to Empire's receipt of said notice from Customer.

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 2 8th Revised Sheet No. 9b

Canceling P.S.C. Mo. No. 5 Sec. 2 7th Revised Sheet No. 9b

For ALL TERRITORY

**SPECIAL TRANSMISSION SERVICE CONTRACT: PRAXAIR
SCHEDULE SC-P**

SUBSTATION FACILITIES CHARGE:

The above Substation Facilities Charge does not apply if the stepdown substation and transformer are owned by the Customer.

PAYMENT:

The above rate applies only if the bill is paid on or before fifteen (15) days after the date thereof. If not so paid, the above rate plus 5% then applies.

MONTHLY CREDIT:

A monthly credit of \$3.76 on demand reduction per kW of contracted interruptible demand for substation metered Customers 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.

SPECIAL CONDITIONS OF SERVICE:

1. The minimum ID shall be at least 5600 kW.
2. The Company will give Customer a minimum of 30 minutes notice prior to demand reduction.
3. The Company may request a demand reduction on any day.
4. This schedule, SC-P, is available for service to Praxair, Inc. only in the event there is a contract for power service in effect between the Company and Praxair, Inc.

DATE OF ISSUE _____
ISSUED BY Kelly S. Walters, Vice President, Joplin, MO

DATE EFFECTIVE _____