

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

P.S.C. Mo. No. 6 Sec. 3 1st Revised Sheet No. 1

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

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 .....	\$ 67.46	1,088	
Mercury-Vapor Lamp Sizes:			
7,000 lumen .....	91.62	784	175
11,000 lumen .....	109.95	1,186	250
20,000 lumen .....	157.41	1,868	400
53,000 lumen .....	265.58	4,475	1000
High-Pressure Sodium-Vapor Lamp Sizes (Lucalox, etc.):			
6,000 lumen .....	85.85	374	70
16,000 lumen .....	107.46	694	150
27,500 lumen .....	139.85	1,271	250
50,000 lumen .....	199.31	1,880	400
130,000 lumen .....	321.64	4,313	1000
Metal Halide Lamp Sizes:			
12,000 lumen .....	134.35	696	175
20,500 lumen .....	164.64	1,020	250
36,000 lumen .....	220.24	1,620	400
110,000 lumen .....	508.78	4,056	1000

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

FUEL ADJUSTMENT CLAUSE:

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

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

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

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

DATE OF ISSUE May 2, 2022 DATE EFFECTIVE June 1, 2022  
ISSUED BY Charlotte Emery, Director Rates and Regulatory Affairs, Joplin, MO

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

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

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

For ALL TERRITORY

MUNICIPAL STREET LIGHTING SERVICE  
SCHEDULE SPL

**MUNICIPALITY OWNERSHIP:**

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

**COMPANY OWNERSHIP - FACILITIES USAGE CHARGE:**

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

**MINIMUM:**

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

**PAYMENT:**

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

**CONDITIONS OF SERVICE:**

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

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LED STREET LIGHTING PILOT

## **PROGRAM GOALS**

The LED pilot study's primary goals are:

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

## **PROGRAM PARAMETERS**

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

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

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

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

For ALL TERRITORY

LED STREET LIGHTING PILOT

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

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

P.S.C. Mo. No. 6 Sec. 3 1st Revised Sheet No. 2Canceling P.S.C. Mo. No. 6 Sec. 3 Original Sheet No. 2For ALL TERRITORYPRIVATE LIGHTING SERVICE  
SCHEDULE PL

## AVAILABILITY:

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

## MONTHLY RATE:

	<u>Per Lamp</u>	<u>Monthly kWh</u>	<u>Watts</u>
<b>STANDARD STREET LIGHTING CONSTRUCTION:</b>			
Mercury-Vapor Lamp Sizes (No new installations allowed):			
6,800 lumen .....	\$ 16.49	65	175
20,000 lumen .....	27.44	156	400
54,000 lumen .....	52.59	373	1000
Sodium-Vapor Lamp Sizes:			
6,000 lumen .....	15.22	31	70
16,000 lumen .....	22.14	58	150
27,500 lumen .....	32.02	106	250
50,000 lumen .....	37.14	157	400
Metal Halide Lamp Sizes:			
12,000 lumen .....	25.67	59	175
20,500 lumen .....	34.27	85	250
36,000 lumen .....	38.44	135	400
LED:			
7,500-9,500 lumen .....	15.22	31	92
13,000-16,000 lumen .....	22.14	48	143
<b>STANDARD FLOOD LIGHTING CONSTRUCTION:</b>			
Mercury-Vapor Lamp Sizes (No new installations allowed):			
20,000 lumen .....	38.44	156	400
54,000 lumen .....	63.47	373	1000
Sodium-Vapor Lamp Sizes:			
27,500 lumen .....	37.25	106	250
50,000 lumen .....	51.09	157	400
140,000 lumen .....	74.65	359	1000
Metal Halide Lamp Sizes:			
12,000 lumen .....	26.63	59	175
20,500 lumen .....	35.27	85	250
36,000 lumen .....	52.00	135	400
110,000 lumen .....	75.99	338	1000
LED:			
16,000-19,000 lumen .....	37.25	51	150
28,000-32,000 lumen .....	51.09	74	218

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

Regular wood pole, per month .....	\$ 2.03
Transformer .....	2.03
Guy and anchor, per month .....	2.03
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.

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

P.S.C. Mo. No. 6 Sec. 3 1st Revised Sheet No. 2a  
Canceling P.S.C. Mo. No. 6 Sec. 3 Original Sheet No. 2a

For ALL TERRITORY

PRIVATE LIGHTING SERVICE SCHEDULE PL
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## PAYMENT:

Charges for service on this schedule may be added to the bill for service under a regular retail rate schedule. The payment provisions of the regular rate schedule will apply to these charges also. If the Company bills charges under this schedule separately, bills will be due on or before twenty-one (21) days after the date thereof. If not so paid on or before this due date, the above rate plus 5% then applies for all except residential customers. For residential customers, a late payment charge of .25% on the unpaid balance will be applied.

## GROSS RECEIPTS, OCCUPATION OR FRANCHISE TAXES:

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

## CONDITIONS OF SERVICE:

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

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

P.S.C. Mo. No. 6 Sec. 3 1st Revised Sheet No. 3

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

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 ..... \$ 0.18113  
For all additional kWh used, per kWh ..... 0.14046

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.                       Original Sheet No. 3a

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

For ALL TERRITORY

<p style="text-align: center;">SPECIAL LIGHTING SERVICE SCHEDULE LS</p>
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CONDITIONS OF SERVICE:

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

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

P.S.C. Mo. No. 6 Sec. 3 1st Revised Sheet No. 4

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

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 ..... \$ 20.98  
For all energy used, per kWh..... \$ 0.10692

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.

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

For ALL TERRITORY

<b>CREDIT ACTION FEES SCHEDULE CA</b>
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**AVAILABILITY:**

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

**RATE:**

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

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

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

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

For ALL TERRITORY

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

AVAILABILITY:

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

ANNUAL STREET LIGHTING CHARGE:

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

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

FUEL ADJUSTMENT CLAUSE

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

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

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

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

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

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

For ALL TERRITORY

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

**MUNICIPALITY OWNERSHIP:**

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

**COMPANY OWNERSHIP – FACILITIES USAGE CHARGE:**

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

**MINIMUM:**

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

**PAYMENT:**

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

**CONDITIONS OF SERVICE:**

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

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THE EMPIRE DISTRICT ELECTRIC COMPANY d/b/a LIBERTY

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RESIDENTIAL SMART CHARGE PILOT PROGRAM  
 SCHEDULE RG-SCPP

AVAILABILITY:

This Schedule RG-SCPP is available to residential customers currently receiving permanent, metered electric service at a single-family residence or a multi-family (e.g. duplex) residence that the Company deems suitable for the purposes of limiting access to the charging equipment to the participant's EV(s) only, provided that they have been invited to and executed the program Participation Agreement. Participation in this program will be limited to a total of five hundred (500) participants and will be available for a term of five years. This schedule is available beginning October 15, 2022 to existing or new residential customers, and is only available for customers who remain on time-varying rates for their household consumption (e.g. Time Choice Residential Rate Plan – Schedule RG-TC). New installations under this program shall not be available during program Year 5. To maintain eligibility for this program, customers must remain on one of the time-varying rate options for their general household consumption, as applicable to residential customers over the course of the program.

MONTHLY RATES:	Summer Season	Winter Season
Customer Access Charge.....	\$13.00	\$13.00
RSCPP Operations Fee .....	\$11.71	\$11.71
Additional RSCPP Financing Fee (if applicable to Participant).....	\$8.20	\$8.20
The first 600-kWh, per kWh.....	\$0.14031	\$0.14031
Additional kWh, per kWh.....	\$0.14031	\$0.11651
Off Peak Discount Rider	(\$0.02000)	(\$0.02000)

COMPANY-APPROVED CHARGER USAGE: applicable to the volume of consumption recorded through a Company-Approved Charger over the billing period.

	Summer Season	Winter Season
Time-Based "Peak" Energy Charge: 12 p.m. to 10 p.m.....	\$0.24554	\$0.24554
Time-Based "Shoulder" Energy Charge: 6 a.m. to 12 p.m.....	\$0.17539	\$0.17539
Time-Based "Off-Peak" Energy Charge: 10 p.m. to 6 a.m.....	\$ 0.03508	\$ 0.03508

Consumption recorded through the Company-Approved EV Charger during the Time-Based "Off-Peak" period is not eligible for the Off-Peak Discount Rider.

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 \$0.00028 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).

DEMAND SIDE INVESTMENT MECHANISM

The above charges will be adjusted in an amount provided by the terms and provisions of the Demand Side Investment Mechanism, Rider DSIM for Residential service.

PAYMENT:

Bills will be due on or before twenty-one (21) days after the date thereof. If not paid on or before the due date, a late payment charge of 0.25% on the unpaid balance will be applied.

GROSS RECEIPTS, OCCUPATION OR FRANCHISE TAXES:

There will be added to the Customer's bill, as a separate item, an amount equal to the proportionate part of any license, occupation, franchise, gross or other similar fee or tax now or hereafter imposed upon the Company by any municipality or any other governmental authority, whether imposed by ordinance, franchise, or otherwise, in which the fee or tax is based upon a flat sum

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SCHEDULE RG-SCPP

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: GENERAL

1. 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. The Company Rules and Regulations, P.S.C. Mo. No. 5, Section 5, are a part of this schedule.

CONDITIONS OF SERVICE: EV CHARGING PROGRAM AND EQUIPMENT

Participants billed under this RG-SCPP tariff schedule must continually meet all obligations, terms and conditions provided for in the Program Tariff Document and the executed program Participant Agreement.

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SCHEDULE RG-SCPP

**RESIDENTIAL SMART CHARGE PILOT PROGRAM**  
**Schedule RG-RSCPP**

**PROGRAM DESCRIPTION**

The purpose of the Residential Smart Charge Pilot Program ("RSCPP") and the associated Tariff RG-SCPP is to provide a subscription service for qualifying Residential Customers of The Empire District Electric Company ("the Company") that equips their premises with a dedicated smart (networked) Level 2 ("L2") Electric Vehicle ("EV") charging station, and facilitates charging of the EVs at the rates and terms specified in this Tariff, net of the rates and charges for the General Household Consumption equivalent to the Residential Service (RG) Tariffs in force over the term of the Pilot. Charging infrastructure deployed pursuant to this Schedule will be installed and owned by Company.

**AVAILABILITY**

Schedule RG-RSCPP is available to residential customers currently receiving or applying for permanent, metered electric service under the Company's retail rate schedules at a single-family residence or a multi-family (e.g. duplex) residence that the Company deems suitable for the purposes of limiting access to the charging equipment to the participant's EV(s) only, provided that they have been invited to and executed the program, Participation Agreement. Participation in this program will be limited to a total of five hundred (500) Participants and will be available for a term of five years commencing 30 days after the date of this Tariff Schedule first coming into effect. New installations under this program shall not be available during program Year 5.

A maximum of 25 program spots will be reserved for Income-Qualified Participants. Subject to demonstrating eligibility pursuant to the terms described below, this category of Participants is eligible to participate in the program at a discounted RSCPP Monthly Fee as indicated below. All other rates and charges applicable under this Tariff Schedule shall apply without further modifications, subject to Participants being eligible for additional forms of rate relief under other applicable Company programs. Income-qualified applicants are those customers who otherwise qualify for service on this schedule who have an income level at or below 135% of the Federal Poverty Level (FPL), as confirmed by the designated Community Action Agency ("CCA").

**DEFINITIONS**

Applicant: A current or prospective Residential customer of the Company that approaches the Company with the intent to participate in the RSCPP program.

Charger Finance Agreement: A component of the Participant Agreement between the Company and the Participant that outlines the terms and conditions of the financing arrangement for the EV charger and other associated infrastructure installed by the Company on the Participant's premises.

Commission: The Missouri Public Service Commission.

Company-Approved Charging Device: A "smart" L2 electric vehicle charging device that is new, equipped with a SAE J1772 standard plug, capable of delivering at least 6.2 kilowatts of power to an EV, network-enabled, capable of delivering station utilization data to the Company, and capable of receiving a demand response signal. All Schedule RSCPP-facilitated chargers must be ENERGY STAR-certified, listed by a nationally recognized testing laboratory (e.g., UL), and must adhere to open communication standards that support interoperability. In the event that a charging device has been used and removed pursuant to this Program at a site, it may subsequently be reused in the Program following a suitable inspection and/or refurbishment.

The Company will enter into an agreement with two or more qualified vendors to provide charging equipment installed through the Residential Smart Charge Pilot Program, provided more than one vendor are available, express interest and meet the Company's supplier and procurement guidelines.

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SCHEDULE RG-SCPP

Connection Cost Estimate ("CCE"): an estimate issued by the Company to the Applicant upon the initial site visit, outlining in the scope and nature of requisite work to complete the safe installation of charging equipment, the associated cost responsibility and available financing options. The Applicant must sign the CCE prior to executing the Participant Agreement.

Income-Qualified Participant: A program participant who has met the qualifications for and has been accepted into the program as an Income-Qualified Participant, and as such qualifies for certain additional benefits described in this Tariff Document.

Participant: A customer of the Company that meets the eligibility criteria established in this Schedule RG-SCPP for participation and who executes a Participant Agreement.

Participation Agreement: The agreement between the Company and the Participant further describing the terms and conditions governing the Participant's subscription to the Residential Smart Charge Pilot Program. The current form of the Participant Agreement shall be available for review on the Company's website. In the event the Company chooses to make changes to the Participant Agreement, it shall provide a copy to counsel for Staff and to the Public Counsel and provide a period of 30 days to review. Staff and the Public Counsel may affirmatively recommend the Company proceed with changes in less than 30 days.

Remaining Pilot Term: A minimum term over which the Participant agrees to deploy and make use of the charging equipment, commencing on the date of the Participant Agreement's execution and concluding on the date of a five-year anniversary of the RSCPP program start date.

Site: The location of Participant's premises at which a Schedule RG-SCPP-facilitated charger is installed and operated.

**RSCPP PROGRAM MINIMUM ELIGIBILITY AND ENROLLMENT PROCESS**

To enroll into RSCPP, applicants must complete and submit a completed Program Enrollment Application. To meet the minimum eligibility requirements for participation, applicants must demonstrate to the Company's satisfaction a proof of the following:

- (a) Legal possession of an EV via a financing, lease or other suitable arrangement;
- (b) Existing RG account in good standing with the Company, or an application for such an account, at the address matching that of the EV title documents;
- (c) Authorization to modify the premises at the address noted in (b) such as a property title or proof of lease, along with a property owner's written consent if the premises are leased.

Should the vehicle, property or Company account holder names be different across the documents noted in clauses (a) through (c), applicants must provide proof of residency and sharing of living premises by the individuals whose names appear on these documents to the Company's satisfaction.

- (d) Proof of satisfactory credit standing, in the manner required by the Company;
- (e) Confirmation that the scope and nature of modifications to the occupied premises typically required for the operation of a Company-Approved Charging Device have been communicated and consented to by the property's mortgage holding institution(s) and all insurance provider(s); and
- (f) If applying as an Income-Qualified Participant, the Applicant must provide the requisite documentation to confirm eligibility.

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By signing the Application, the Applicant will acknowledge their understanding that their participation in the program is contingent upon the execution of the Participant Agreement, predicated by meeting the balance of requirements to the Company's satisfaction articulated therein. Upon receiving the completed Program Enrollment Application and verifying that the Applicant meets all the minimum eligibility requirements, the Company or its agents will inspect the site on a mutually satisfactory date and time, including, potentially, via a remote inspection based on the photographic and/or video evidence of the charging site's condition provided by the applicant and the geospatial records available to the Company. Based on the findings of the initial inspection, the Company will make a determination as to the Applicant's premises suitability for the program, including the presence of an acceptable structure for mounting of a Company-Approved Charging Device, and the condition of the house and electrical work in general.

The Company reserves the discretion to decline the application, should the applicant's premises not meet the electrical safety requirements, lack the adequate physical features to safely mount the charging equipment and/or prevent outside parties from accessing the Charging Device without the Participant's authorization, or be determined to be otherwise unsuitable. Upon completing the initial inspection and satisfying itself of all other preliminary matters explored in the Application, the Company will invite the Applicant to enter the program by executing the Participation Agreement, which will also include a completed Connection Cost Estimate Acknowledgment Form ("CCEAF") and the Charger Financing Agreement ("CFA") or waiver form, as appropriate for the financing option elected by the Applicant.

Financial Considerations

Included in the Participant Agreement will be the completed CCEAF, that will outline in reasonable detail the scope and nature of any expected customer-side (behind-the-meter) and/or utility-side (front-of-the-meter) works required to accommodate the Company-Approved Charging Device installation, the cost of which exceeds the amounts recoverable through the customer deposit and regular RSCPP Monthly Fee established by this Tariff. The CCEAF will also specify what, if any, portion of such works is eligible for Company rebates. By signing the CCEAF as a part of the overall Participant Agreement, the Applicant will confirm their understanding of and readiness to arrange for and otherwise accommodate any works on their premises required to install the Company-Approved Charging Device, including providing any payments for works not recoverable through the standard payments provided for in this tariff.

Concurrent with execution of the Participation Agreement, the Participant will either provide \$1,000 plus applicable taxes to the Company, reflective of the standard cost of the purchase of the charger and installation of the device, or provide \$25 plus applicable taxes to the Company and enter into a Charger Financing Agreement. Participants who elect to pre-pay the cost of the Charger and Installation by providing \$1,000 plus applicable taxes in one payment will be eligible for the "Operations RSCPP Monthly Fee" fixed charge described below, reflective of the up-front payment made, and recovering the eligible operating costs only. Participants who elect to pay a \$25 deposit plus applicable taxes and enter into CFA, will be required to pay the standard RSCPP Monthly Fee, reflective of eligible operating and capital expenditures incurred in installing and operating the Company-Approved Charging Device.

Notwithstanding the act of providing either the \$1,000 pre-payment or the \$25 deposit (plus applicable taxes) to enter the CFA, the Applicant shall continue to be responsible for any payments in excess of the standard amount as estimated in the CCEAF, which would be billed to the Participant at the time of the first bill under this Tariff being issued. On executing the Participation Agreement and all required appendices, the Applicant becomes a Program Participant.

Upon the execution of the Participation Agreement, if a suitable 240 Volt-equipped junction box and other associated equipment is not present, the Participant will arrange for the installation of a suitable junction box and related wiring on Participant's premises by a licensed and bonded electrician. The Participant will be responsible for the cost of installation and will pay this cost directly to the electrician. The Company will reimburse up to \$200 for the installation of the junction box and other associated equipment, on provision of an itemized receipt from an electrician.

Upon completion of the requisite customer-side upgrades (if required), the Company will install a Company-Approved Charging Device and arrange for any requisite electrical safety site inspections.

Upon installation of the Company-Approved Charging Device, the Company will invoice the Participant for any final costs not covered by the standard tariff charges, as specified in the CCEAF. Upon installation of the Company Approved Charging Device, the Participant will be responsible for payment of the RSCPP Monthly Fee, and the rate schedule for service for the premises will be switched to Schedule RG-SCPP.

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SCHEDULE RG-SCPP

Should the level of interest in participating in the RSCPP exceed that of the 500-participant cap, the Company will invite otherwise qualifying Applicants it cannot accommodate to join the program waitlist. The customers placed on the waitlist will be eligible to have the right of first refusal to participate in the Program (should its terms or conditions change), or in functionally similar future initiatives carried out by the Company. The priority of access of waitlist participants will be based on the order of the waitlist entry.

Other Program Terms and Customer Obligations

By executing the Participant Agreement, applicants commit to keeping the charger installed on their premises for a period no shorter than the Remaining Pilot Term, and meeting all other terms and conditions of this Tariff Schedule, the Participant Agreement and the Charger Financing Agreement (as applicable). Should a Participant wish to withdraw from the RSCPP program sooner than after two years of participation, the Participant will be responsible for the Termination Fee. Should a Participant wish to move to a different location within the Company's service territory and continue participating in the Program, the participant will be responsible for the costs of all requisite removal and installation costs. For any charging equipment that may be de-installed due to a Participant's withdrawal from the Program, the Company will perform requisite refurbishment and will either redeploy the equipment to another Participant's premises, or utilize it for the purposes of its own fleet.

Participants must ensure reliable access to wireless internet service at the location of the charging equipment to ensure remote reading of the EV charger's consumption for use in billing, and commit to provide access to the Company's personnel from time to time to the charger for the purposes of maintenance, and (if required) reading verification. Should the Company be unable to obtain the reading of the EV charger's consumption via a remote reading, a site visit and/or other reasonable means in the course of a billing period, the overall EV consumption and the breakdown of that consumption across the Time of Use periods will be estimated in the following manner:

- (a) The overall consumption (total kWh consumed in the billing period) shall be estimated to equal the daily average of the most recent 90 days for which that Participant's actual EV Charger consumption is available times the number of days in the billing period for which an estimated bill is being prepared.
- (b) The relative breakdown of consumption across the three Time of Use periods for the period being estimated shall equal the average daily breakdown across the Time of Use periods over the most recent 90 days for which the Participant's actual EV consumption data is available.
- (c) Should the need to resort to estimated billing for EV charger consumption arise before a 90-day record of the Participant's actual EV Charger consumption data is accumulated, the Company shall bill all consumption recorded on the household's Revenue Meter at the rate(s) applicable for the general household consumption.
- (d) Participants who have been issued estimated bills for their EV Charger consumption may contact the utility to have the estimated charges adjusted, provided they can furnish the relevant actual data for the period in question to the Company's satisfaction. The Company shall rectify the estimation by way of an adjustment applied to the next billing period.

Participants will be limited to one Schedule RG-SCPP-facilitated charger per site. If a Participant demonstrates ownership of multiple EVs registered at the same address, a Participant may, at the Company's discretion, be eligible for the installation of an additional Company-Approved Charging Device charger(s). If more than one charger is installed, the Charger Finance Agreement shall not be available for additional chargers. Participants agree to transfer to an electronic billing arrangement for their household for a minimum of the term of program participation. Participants also agree to partake in at least three participant surveys over the course of their RSCPP participation, including an enrollment companion survey. Participants also consent for their charger consumption data to be analyzed by the Company and reported to the Commission in an aggregated manner with that of other Participants and/or without any personal information being revealed. Participants may also be asked to participate in other activities to help the Company obtain certain insights regarding the charging equipment, the impact of EV charging on the Company's distribution system or other program administration elements.

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 SCHEDULE RG-SCPP

By Executing the Participation Agreement the Company commits to maintaining the Charger infrastructure in good working order, provide electricity for use in the Charger at the rates specified below, and provide such other services as may be required to support the Participants' participation in the RSCPP in accordance with the terms and conditions contemplated in the Participation Agreement. The Company also commits to run the RSCPP through to the conclusion of the Remaining Pilot Term and to facilitate the Participants' options elected at the conclusion of the RSCPP as described above.

Participation in Special Demand Management Events

The Company may call up to ten (10) Demand Response Events per year, not to exceed 4 hours per event. If the Participant complies with a Demand Response event, as verified by the charger consumption records, the Participant will be eligible for an additional credit as specified below.

The Company may request the Participants to participate in the Vehicle to Grid ("V2G") Events by discharging a portion of their available battery charge back into the grid during certain times communicated in advance by the company, and following all the appropriate electrical safety and operational protocols. If a Participant participates in a V2G event, that Participant will be compensated at the rate as specified below, as measured through the Company-Approved Charging Device. The compensation will take the form of a credit on the Participant's next billing period. The V2G rates shall only apply for the specific time periods communicated ahead of time by the Company.

**PARTICIPANTS' OPTIONS UPON THE RSCPP PILOT TERM CONCLUSION**

Parties' Rights and Obligations Upon the Conclusion of the RSCPP Program

At the conclusion of the Remaining Pilot Term, the Company may elect to transition the RSCPP into a successor program and apply for the associated leave to the Commission to establish the requisite tariff(s), or discontinue the RSCPP without adopting a dedicated successor program and/or tariff for electric vehicle charger financing or electric vehicle consumption. Should the Company transition the RSCPP into a successor program, it would reserve the right to apply to the Commission to modify the program terms, rate structures, or amounts charged upon the conclusion of the Remaining Pilot Period, including establishing special terms (as appropriate) that would apply to the original RSCPP Participants.

In either scenario of the RSCPP concluding with or without being substituted for a successor program, the Company will give the existing Participants no less than a 30-day notice prior to applying to the Commission for the appropriate leave. Along with the notice specifying the Company's intent, Participants would be offered the following options with respect to the charging equipment installed during the Program Term, as applicable under the Scenarios contemplated below.

Scenario 1: No RSCPP Successor Program and/or Tariff: If the RSCPP and the associated tariff are discontinued without being replaced by a successor program and tariff, the Participants will have two options:

- i. Option A: buy out the remaining Charger capital costs at remaining net book value, thus assuming ownership. Under this option the customer would be responsible for all charger maintenance activities and the associated costs upon the expiration of the Program and would be responsible for procuring replacement equipment; OR
- ii. Option B: continue paying charger financing costs under the rates in place prior to the Program's cancellation, by executing an appropriate service extension agreement available exclusively to the legacy RSCPP Participants – the Company would continue maintaining and replacing the assets until equipment is fully depreciated. .

Under either option under Scenario 1, the Participants would then be charged for their EV charger's electricity consumption under the regular residential tariff applicable at the time.

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SCHEDULE RG-SCPP

Scenario 2: An RSCPP Successor Program and/or Tariff are in Place: If the Company replaces RSCPP with a successor program and tariff, the existing Participants will have an option of being enrolled into the successor program and may be eligible for special transitional treatment terms (if any) that the Company may contemplate and the Commission may authorize. The Participants will have two Options with respect to their Charging Equipment:

- i. Option A: Enroll in the RSCPP successor program and continue financing the Company-Approved Charging Equipment and paying for the charger consumption as per the terms of the associated tariff.
- ii. Option B: Do not continue with the successor program and select from among Scenario 1 Options A or B listed above to determine the ensuing financing arrangements with respect to the financed charger equipment.

**PROGRAM RATES**

RSCPP Monthly Fee:

This is a fixed monthly charge recovering the cost of the Company-Approved Charging Device and other costs associated with the set-up and facilitation of the Participant's participation in the RSCPP program. All participants will be required to pay the RSCPP Operations Fee that recovers the cost of maintenance of charging equipment and billing. Participants who do not choose to pre-pay the charger purchase and installation costs and instead opt to enter the Charger Financing Agreement will also be required to pay the RSCPP Financing Fee. Along with those customers who pre-pay their charger purchase and installation costs, the limited number of Income Qualified participants will also be exempt from paying the RSCPP Financing fee.

If participation is cancelled prior to two years in the program, Customer shall be responsible for payment of Termination Fees. The above fees are subject to periodic review and approval in the manner determined by the Commission.

Termination Fee: An amount equal to 24 minus the number of months of participation, times \$20, but not less than zero. Such amounts shall be recorded to offset capital expenditures and capitalized expenses incurred under the Company's provision of this program.

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## READY CHARGE PILOT PROGRAM

## SCHEDULE RCPP

## AVAILABILITY:

This tariff applies to registered Ready Charge Pilot Program (RCPP) participants who take their regular consumption service according to tariff schedules listed below, and who provide EV Charging service to end users (EV drivers) in the manner permitted by the program rules contained in a dedicated program tariff documentation. This schedule is available beginning October 15, 2022 to existing or new customers in the following rate plans.

<u>Service</u>	<u>Rate Schedule</u>
Non-Standard General Service	NS-GS
Time Choice General Service	TC-GS
Non-Standard Large General Service	NS-LG
Time Choice Large General Service	TC-LG
Non-Standard Small Primary	NS-SP
Time Choice Small Primary	TC-SP

All end users of the RCPP-facilitated EV charging stations must have an account with the Company's third-party vendor. Information on opening an account shall be available through the Company's website and shall be advertised through the signage installed on site. Use of the RCPP-facilitated EV charging stations does not give rise to status as a "Customer," as defined in the Rules and Regulations, nor does it give rise to the protections of the Commission's rules regarding metering, terminations, payments, or other provisions.

## MONTHLY RATES:

## CUSTOMER ACCESS CHARGE (as applicable to customer's facilities)

<u>Service</u>	<u>Monthly Rate</u>
NS-GS, TC-GS	\$23.97
NS-LG, TC-LG, NS-SP, TC-SP	\$69.49

## RCPP MONTHLY PARTICIPATION FEE (Per charger, as applicable)

<u>Charger Type / Deployment Phase</u>	<u>Monthly Participation Fee Per Charger: Deployment Tranches 2-4</u>
L2 Dual-Port Charger	\$40.83
DCFC Charger 50 kW	\$215.25
DCFC Charger 150 kW	\$290.64

The limited number of Deployment Tranche 1 participants are exempt from the Monthly Participation Fee for the duration of the RCPP pilot program, subject to meeting other applicable conditions as laid out in the program tariff documentation and the executed Participation Agreement.

## For Customers on Non-Time Varying Rates:

## DEMAND AND FACILITIES CHARGES

As applicable per participants' tariffs associated with their regular facilities.

<u>Service</u>	<u>Demand Charge - per kW of Billing Demand (if Applicable)</u>		<u>Facilities Charge – per kW of Facilities Demand (if Applicable)</u>	
<u>-</u>	<u>Summer Season</u>	<u>Winter Season</u>	<u>Summer Season</u>	<u>Winter Season</u>
NS-GS	-	-	-	-
NS-LG	\$8.93	\$6.96	\$2.13	\$2.13
NS-SP	\$8.75	\$6.82	\$2.08	\$2.08

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THE EMPIRE DISTRICT ELECTRIC COMPANY d/b/a LIBERTY

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READY CHARGE PILOT PROGRAM
SCHEDULE RCPP

ENERGY CHARGES

Regular Consumption Charges (as applicable to a customer's class and usage)

Service	Consumption Components	Summer Season	Winter Season
NS-GS	The first 700 kWh, per kWh.....	\$0.13429	\$0.13429
	Additional kWh, per kWh.....	\$0.13429	\$0.12020
NS-LG	First 150 hours use of Metered Demand, per kWh.....	\$0.08941	\$0.07676
	Next 200 hours use of Metered Demand, per kWh.....	\$0.06939	\$0.06253
	All additional kWh, per kWh.....	\$0.06231	\$0.06198
NS-SP	First 150 hours use of Metered Demand, per kWh.....	\$0.08767	\$0.07527
	Next 200 hours use of Metered Demand, per kWh.....	\$0.06804	\$0.06131
	All additional kWh, per kWh.....	\$0.06110	\$0.06077

COMPANY-APPROVED CHARGER USAGE: applicable to energy consumed through EV chargers installed at participants' site as a part of the RCPP program. The resulting amounts shall be payable in full by either the Participant (Cost Responsibility Option 1) or the end EV User (Cost Responsibility Option 2), as elected by the Participant.

	L2 Charger	DCFC Charger
Time-Based "Peak" Energy Charge: 12 p.m. to 10 p.m.....	\$0.18000	\$0.23000
Time-Based "Shoulder" Energy Charge: 6 a.m. to 12 p.m.....	\$0.16000	\$0.21000
Time-Based "Off-Peak" Energy Charge: 10 p.m. to 6 a.m.....	\$0.14000	\$0.19000

For Customers on Time Varying Rates:

DEMAND AND FACILITIES CHARGES

As applicable per participants' tariffs associated with their regular facilities.

<u>Service</u>	<u>Demand Charge - per kW of Billing Demand (if Applicable)</u>		<u>Facilities Charge – per kW of Facilities Demand (if Applicable)</u>	
	<u>Summer Season</u>	<u>Winter Season</u>	<u>Summer Season</u>	<u>Winter Season</u>
TC-GS	-	-	-	-
TC-LG	\$8.93	\$6.96	\$2.13	\$2.13
TC-SP	\$8.75	\$6.82	\$2.08	\$2.08

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## READY CHARGE PILOT PROGRAM

## SCHEDULE RCPP

## ENERGY CHARGES

Regular Consumption Charges (as applicable to a customer's class and usage)

Service	Consumption Components	Summer Season	Winter Season
TC-GS	The first 700 kWh, per kWh.....	\$0.13892	\$0.13892
	Additional kWh, per kWh.....	\$0.13892	\$0.12624
	Off-Peak kWh credit, per kWh .....	\$-0.00200	\$- 0.00200
TC-LG	First 150 hours use of Metered Demand, per kWh.....	\$0.08998	\$0.07793
	Next 200 hours use of Metered Demand, per kWh.....	\$0.07091	\$0.06436
	All additional kWh, per kWh.....	\$0.06417	\$0.06385
	Off-Peak kWh credit, per kWh .....	\$-0.00500	\$-0.00500
TC-SP	First 150 hours use of Metered Demand, per kWh.....	\$0.08823	\$0.07641
	Next 200 hours use of Metered Demand, per kWh.....	0.06953	0.06311
	All additional kWh, per kWh.....	0.06292	0.06261
	Off-Peak kWh credit, per kWh .....	\$-0.00490	\$-0.00490

Off-Peak kWh includes all kWh consumed between 10 PM and 6 AM daily.

COMPANY-APPROVED CHARGER USAGE: applicable to energy consumed through EV chargers installed at participants' site as a part of the RCPP program. The resulting amounts plus applicable charges shall be payable in full by either the Participant (Cost Responsibility Option 1) or the end EV User (Cost Responsibility Option 2), as elected by the Participant.

	L2 Charger	DCFC Charger
Time-Based "Peak" Energy Charge: 12 p.m. to 10 p.m.....	\$0.18000	\$0.23000
Time-Based "Shoulder" Energy Charge: 6 a.m. to 12 p.m.....	\$0.16000	\$0.21000
Time-Based "Off-Peak" Energy Charge: 10 p.m. to 6 a.m.....	\$0.14000	\$0.19000

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. Consumption recorded through the Company-Approved EV Charger during the Time-Based "Off-Peak" period is not eligible for the Off-Peak kWh credit applicable to regular consumption charges.

CHARGERS OWNED AND OPERATED BY THE COMPANY: Public-Facing charging equipment owned and operated by the Company shall be offered as Cost Responsibility Option 2 for the purposes of public consumption no later than 90 days after the first effective date of this tariff schedule.

## 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 \$0.00028 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).

## DEMAND SIDE INVESTMENT MECHANISM

The above charges will be adjusted in an amount provided by the terms and provisions of the Demand Side Investment Mechanism, Rider DSIM for non-Residential service.

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READY CHARGE PILOT PROGRAM

SCHEDULE RCPP

PAYMENT:

For the program option where charging costs are recovered from end-use consumers (drivers), charges will be payable at the time of conclusion of each charging sequence. For the program option where the participant (site host) absorbs the charging costs, bills from participants will be due on or before twenty-one (21) days after the date thereof. If not paid on or before the due date, a late payment charge of 0.5% on the unpaid balance will be applied.

GROSS RECEIPTS, OCCUPATION OR FRANCHISE TAXES:

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

CONDITIONS OF SERVICE:

1. 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. The charging of end user EVs in the manner contemplated by the RCPP program shall be permitted and shall not be deemed an otherwise prohibited resale, redistribution or submetering activity.
3. Bills for service will be rendered monthly.
4. The Company Rules and Regulations, P.S.C. Mo. No. 5, Section 5, are a part of this schedule.

CONDITIONS OF SERVICE: EV CHARGING PROGRAM AND EQUIPMENT

Participants billed under this RCPP tariff schedule must continually meet all obligations, terms and conditions provided for in the Program Tariff Document and the executed program Participant Agreement.

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READY CHARGE PILOT PROGRAM

SCHEDULE RCPP

READY CHARGE PILOT PROGRAM

Schedule RCPP

**PROGRAM DESCRIPTION**

The Ready Charge Pilot Program supports the deployment of smart, network-enabled Level 2 ("L2") and direct-current fast charging ("DCFC") infrastructure at publicly accessible commercial customer sites for shared public use to charge an electric vehicle ("EV"). Charging infrastructure deployed pursuant to Schedule RCPP will be installed, owned and operated by The Empire District Electric Company ("Company") and may be used by any EV owner who resides either within or outside the Company's service territory, in accordance with charging cost arrangements selected by the commercial entity on whose property the charging equipment is situated ("Participant").

**AVAILABILITY**

This Schedule RCPP is available to the Company's commercial customers operating at publicly accessible and otherwise suitable locations who wish to serve as site hosts for Company-owned L2 and/or DCFC EV chargers. Charging infrastructure deployed pursuant to Schedule RCPP must be publicly accessible 24/7 and intended for shared use by EV drivers. Participants participating in Schedule RCPP program may not install more than three dual-port L2 chargers or three DCFC chargers, or a combination of the two types of chargers, up to a three total, per Host Site.

In evaluating applications from potential Applicants, the Company will utilize a Site Evaluation Process, which entails the completion of a scoring matrix comprised of weighted criteria that shall prioritize above other considerations the minimization of adverse cost and operational impact on the Company's distribution system, such as the need for premature capacity upgrades or accelerated equipment degradation. The system impact scoring criterion shall be augmented by appropriately weighted scoring criteria of geographic coverage, anticipated utilization levels, locational equity, participation by Non-profit organizations or Minority or Women Business Enterprise, participating host green initiatives, and charging location targets.

The Company will allocate the RCPP program participation spots in up to four tranches, each tranche capped at a pre-determined magnitude of capital and operating expenses to be incurred. Tranches Two to Four will commence provided the company attains certain charging volume milestones across the public charging equipment in-service at the time. The Company will run a Site Evaluation Process in each Tranche at once, inviting all interested parties to apply by a particular deadline, and determining successful Applicants (if any) on the basis of assessment of all applications submitted. Successive tender rounds may be held within each Tranche until all available program funds are subscribed to. The Company shall publish the Site Evaluation Process rules on its website. The Company may adjust the Site Evaluation Process rules from one program Tranche to next, taking into account the insights from the previous evaluations and the specific criteria for successive rounds, such as particular geographic area focus.

The following table outlines the targeted coverage of charging locations by the type of host establishment across all tranches of the RCPP.

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READY CHARGE PILOT PROGRAM

SCHEDULE RCPP

Charging Location Targets	Target Percent	
	DCFC	L2
Convenience Stores (with amenities)	40%	15%
Locations along major travel corridors	30%	15%
Restaurants	10%	12%
Retail	10%	20%
Grocery	10%	12%
Parks	0%	3%
Multi-Dwelling Residential	0%	3%
Other long-dwell stops (universities, movie theaters, municipally owned parking)	0%	20%
Total	100%	100%

To encourage participation in the RCPP, the initial tranche of invited Participants will have their Monthly Participation Fee waived for the Remaining Pilot Term. Notwithstanding the waiving of their Monthly Participation Fee, upon being invited into the program, the first tranche of Participants must pay the program entry fee, and make separate arrangements with the Company to cover the cost of any capital work, including in front of, and behind-the-meter upgrades, the cost of which exceed the capital cost amounts included in the calculation of the Monthly Participation Fee. Unless invited to participate as a part of the first tranche, Non-profit Organizations and Minority or Women Business Enterprises are exempted from paying the Program Entry Fee.

The Company will enter into an agreement with two or more qualified vendors to provide charging equipment installed through the RCPP, provided more than one vendor are available, express interest and meet the Company's supplier and procurement guidelines. RCPP-facilitated chargers must be separately metered from the site host's other premises.

### DEFINITIONS

Additional Connection Costs: capital costs of distribution system and/or customer-side works which exceed those on which the Monthly Participation Fee for Program Tranches 2-4 is calculated. The Participants are solely responsible for these costs.

Applicant: A customer of the Company that approaches the Company with the intent to participate in the RCPP program and completes the requisite application documentation.

Company-Approved Charging Device: A "smart" L2 or DCFC electric vehicle charging device that is new, equipped with a SAE J1772 standard plug, capable of delivering at least 6.2 kilowatts of power to an EV, network-enabled, capable of delivering station utilization data to the Company, and capable of receiving a demand response signal. All Schedule RCPP-facilitated chargers must be ENERGY STAR-certified, listed by a nationally recognized testing laboratory (e.g., UL), and must adhere to open communication standards that support interoperability. In the event that a charging device has been used and removed pursuant to this Program at a site, it may subsequently be reused in the Program following a suitable inspection and/or refurbishment.

Connection Cost Estimate ("CCE"): an estimate issued by the Company to the Applicant upon the initial site visit, outlining in the scope and nature of requisite work to complete the safe installation of charging equipment, the associated cost responsibility, including the Additional Connection Costs. The Applicant must sign the CCE prior to executing the Participation Agreement.

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READY CHARGE PILOT PROGRAM

SCHEDULE RCPP

Minority or Women Business Enterprise ("M/WBE"): Any business certified by the Missouri Office of Equal Opportunity as an M/WBE.

Non-profit Organization: Any organization established as a nonprofit corporation under the Missouri Nonprofit Corporation Act.

Remaining Pilot Term: A minimum term over which the Participant agrees to deploy and make use of the charging equipment, commencing on the date of the Participation Agreement's execution and concluding on the date of a five-year anniversary of the RCPP program's start date.

Site: the physical premises owned and operated by the Participant, judged by the Company to be adequate in size, location and proximity to electrical infrastructure to safely install and operate the Company-Approved Charging Stations.

Site Evaluation Process: an assessment process developed and executed by the Company or its agents to explore the suitability of potential RCPP Sites to the program's objectives, using objective and transparent scoring criteria.

Participant: A customer of the Company that meets the Participant eligibility criteria established in Schedule RCPP, completes the application documents and the associated procedural steps to the Company's satisfaction, and who is subsequently invited to enter into the RCPP program by executing the Participation Agreement.

Participation Agreement: The agreement between the Company and the participating Participant further describing the terms and conditions governing the Participant's enrollment in the Ready Charge Pilot Program. The current form of the Participation Agreement shall be available for review on the Company's website. In the event the Company chooses to make changes to the Participation Agreement, it shall provide a copy to counsel for Staff and to the Public Counsel and provide a period of 30 days to review. Staff and the Public Counsel may affirmatively recommend the Company proceed with changes in less than 30 days.

**RCPP APPLICATION PROCESS**

To enroll into RCPP, applicants must complete and submit a Program Enrollment Application and be subsequently invited to enter the program. To meet the minimum eligibility requirements for participation, applicants must demonstrate to the Company's satisfaction a proof of the following:

- (a) Existing Commercial service account in good standing with the Company;
- (b) Proof of ownership or lease arrangement of the Site, such as a property title or proof of lease; and
- (c) Confirmation that the scope and nature of modifications to the occupied premises typically required for the operation of a Company-Approved Charging Stations have been communicated and consented to by the property's owner, mortgage holding institution(s) and all insurance provider(s) (as applicable);

By signing the Application, the Applicant will acknowledge their understanding that their participation in the program is contingent upon the execution of the Host Agreement, predicated by the Host Site being selected among the successful applicants through the company's Site Evaluation Process. Upon receiving the completed Program Enrollment Application and verifying that the Applicant meets all the minimum eligibility requirements, the Company or its agents will inspect the site on a mutually satisfactory date and time, including, potentially, via a remote inspection based on the photographic and/or video evidence of the site's condition provided by the applicant and the geospatial records available to the Company. Using the information so collected, the Company will conduct the Site Evaluation Process by the advertised date and will notify the successful applicants (if any) by extending to them an invitation to execute the Participation Agreement, which will also include a completed Connection Cost Estimate ("CCE"). By executing the Participation Agreement and all relevant appendices, the Applicant becomes the Participant and officially enters the RCPP program.

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READY CHARGE PILOT PROGRAM

SCHEDULE RCPP

The completed CCE will outline in reasonable detail the scope, nature and cost of any expected Additional Connection Costs, which entail any customer-side (behind-the-meter) and/or utility-side (front-of-the-meter distribution system) works required to accommodate the Company-Approved Charging Device installation, the cost of which exceeds the amounts on which the Monthly Participation Fee is calculated. By signing the CCE as a part of the overall Participation Agreement, the Applicant will confirm their understanding of and readiness to arrange for and otherwise accommodate any works on their premises required to install the Company-Approved Charging Device, including providing any payments for works outlined in the CCE. Concurrent with execution of the Participation Agreement, the Participant will submit the Program Entry Fee as appropriate for the combination of Company-Approved Charging Stations installed at the Site. Notwithstanding the act of providing either the entry fee and executing the Participation Agreement, the Applicant shall continue to be responsible for the final Additional Connection Costs corresponding to those estimated in the CCE, which would be billed to the Participant once the works are completed and the final cost has been communicated by the Company.

Should the level of interest in participating in the RCPP exceed the Company's resources available for this work, the Company will invite otherwise qualifying Applicants it cannot accommodate to join the program waitlist. The Applicants placed on the waitlist will be eligible to have the right of first refusal to participate in the RCPP (should its terms or conditions change), or in functionally similar future initiatives carried out by the Company. The priority of access of waitlist participants will be based on the combination of the order of the waitlist entry and results of the Site Evaluation Process as conducted at the time of additional spots becoming available.

The Participation Agreement and Obligations Arising from it

By executing the Participation Agreement, applicants commit to keeping the charger installed on their premises for a period no shorter than the Remaining Pilot Term and meeting all other terms and conditions of this Tariff Schedule and the Participation Agreement. Should a Participant wish to withdraw from the RCPP program sooner than the conclusion of the Remaining Pilot Period, the Participant will be responsible for the Early Termination Fee. Should a Participant wish to move to a different location within the Company's service territory and continue participating in the RCPP, the Participant will be responsible for the costs of all requisite removal and installation costs. For any charging equipment that may be de-installed due to a Participant's withdrawal from the Program, the Company will perform requisite refurbishment and will either redeploy the equipment to another Participant's premises, or utilize it for the purposes of its own fleet.

In executing the Participation Agreement, the Participant shall grant an easement to the company to install and operate the Company-Approved Charging Stations and the associated infrastructure and access them as needed for maintenance. Unless enrolled during the first Tranche, the Participant shall be responsible for paying the Monthly Participation Fee, and (if relevant to the option elected by the Participant), the cost of charging completed over the billing period as described below. These ongoing costs shall be billed through a separate electronic bill, in addition to the regular bill for the Participant's facilities.

Participants shall be responsible for maintaining the civil infrastructure in and around the parking stalls where the charging infrastructure is installed in good working order, including regular clearing of snow, maintaining adequate asphalt surface condition and painted line and signage. The Company shall provide and the Participant shall install the special signage approved by the local municipalities restructuring the parking spaces in question for the use of electric vehicles only, and limiting the stall occupation time to an appropriate duration for the type of charger(s) installed. Upon enrollment into the Program, the Participant are encouraged to transfer the billing arrangements for all of its facilities to the e-billing service offered by the Company. Customers applying to become a Participant for the Ready Charge Pilot Program must have and maintain an account that is not more than 60 days delinquent or in default at the time of application. Participants waive all rights to any retrospective billing reductions arising from a claim that the Participant's service would be or would have been at a lower cost had it not participated in the Ready Charge Pilot Program for any period of time.

Participants shall also agree to partake in at least three participant surveys over the course of their RCPP participation, including an enrollment companion survey. Participants also consent for their charger consumption data to be analyzed and reported to the Commission and used by Liberty in an aggregated manner with that of other Participants, and without any personal information being revealed. Participants may also be asked to participate in other activities to help the Company obtain certain insights regarding the charging equipment, the impact of EV charging on the Company's distribution system or other program administration elements.

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READY CHARGE PILOT PROGRAM

SCHEDULE RCPP

By Executing the Participation Agreement, the Company commits to maintaining the charger infrastructure, including the metering, payment and site communication components in good working order, cover the insurance costs for the equipment, provide electricity for use in the charger at the rates specified below, and provide such other services as may be required to support the Participants' participation in the RCPP in accordance with the terms and conditions contemplated in the Participation Agreement. The Company also commits to run the RCPP through to the conclusion of the Remaining Pilot Term and to facilitate the Participants' options elected at the conclusion of the RCPP as described below.

Should the Participant wish to withdraw from the RCPP program at any point before the conclusion of the Remaining Pilot Term, the Participant shall be responsible for the cost of de-installation of the Company-Approved Charging Stations, and the additional Early Termination Fee in the amount equal to 12 months' of Monthly Participation Fees as applicable for the number and types of Company-Approved Charging Stations installed. Irrespective of the program Deployment Tranche under which the Participant has entered the RCPP, for the purposes of the Early Termination Fee the Monthly Participation Fees shall be calculated using the Tranches 2-4 fees. Should the Participant terminate their participation in the RCPP due to bankruptcy or other similar circumstances, the Company shall pursue the recovery of eligible costs in accordance with Missouri Law.

Participation in Special Demand Management Events

The Company may call up to ten (10) Demand Response ("DR") Events per year, not to exceed 4 hours per event, during which the charging infrastructure will be remotely shut off and inaccessible for charging. The anticipated instances of DR events shall be communicated in advance.

Responsibility for the Cost of Energy Charged

A Participant may choose between one of two cost responsibility options the Energy Consumption Charge charged at all the Schedule RCPP-facilitated EV charging stations located upon their premises. The Participation Agreement will identify the chosen Energy Billing Option. The Schedule RCPP-facilitated EV charging station screen, and third-party vendor's customer web portal will identify the applicable Energy Charges that will be the responsibility of the user at each EV charging station location. The following are the two cost responsibility options available RCPP:

Option 1: The Participant pays the kWh Energy Charge plus the Fuel Adjustment Charge ("FAC"), the Energy Efficiency Cost Recovery ("EECR"), and the Demand Side Investment Mechanism ("DSIM"), and other applicable charges, taxes, vendor fees and residual program administration recovery charges.

Option 2: The EV charging station user pays the kWh Energy Charge plus the Fuel Adjustment Charge ("FAC"), the Energy Efficiency Cost Recovery ("EECR"), and the Demand Side Investment Mechanism ("DSIM"), and other applicable charges, taxes, vendor fees, and the residual program administration recovery charges.

All end users of the RCPP-facilitated EV charging stations must have an account with the Company's third-party vendor. Information on opening an account shall be available through the Company's website and shall be advertised through the signage installed on site.

The Participants shall be permitted to change the cost responsibility arrangement once during the Remaining Pilot Term, provided the change would apply to all Company-Approved Charging Stations on site and provided that the Participant bears all the costs associated with the change of the billing arrangement. Irrespective of the billing arrangement chosen, the site host shall clearly display the signage of the Energy Consumption Charges across the Time of Use time periods, indicating whether the Participant or the EV users are responsible for these costs (as applicable to the billing option elected).

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READY CHARGE PILOT PROGRAM

SCHEDULE RCPP

**PARTICIPANTS' OPTIONS UPON THE RCPP PILOT TERM CONCLUSION**

Parties' Rights and Obligations Upon the Conclusion of the RCPP Program

At the conclusion of the Remaining Pilot Term, the Company may elect to transition the RCPP into a successor program and apply for the associated leave to the Commission to establish the requisite tariff(s), or discontinue the RCPP without adopting a dedicated successor program and/or tariff for electric vehicle charger financing or electric vehicle consumption. Should the Company transition the RCPP into a successor program, it would reserve the right to apply to the Commission to modify the program terms, rate structures, or amounts charged upon the conclusion of the Remaining Pilot Period, including establishing special terms (as appropriate) that would apply to the original RCPP Participants.

In either scenario of the RCPP concluding with or without being substituted for a successor program, the Company will give the existing Participants no less than a 30-day notice prior to applying to the Commission for the appropriate leave. Along with the notice specifying the Company's intent, Participants would be offered the following options with respect to the charging equipment installed during the program term, as applicable under the Scenarios contemplated below.

Scenario 1: No RCPP Successor Program and/or Tariff: If the RCPP and the associated tariff are discontinued without being replaced by a successor program and tariff, the Participants will have two options:

- i. Option A: buy out the remaining Charger(s) capital costs at remaining net book value and assume ownership. Under this option the customer would be responsible for all charger maintenance activities and the associated costs upon the expiration of the RCPP and would be responsible for procuring replacement equipment; OR
- ii. Option B: continue paying charger financing costs under the rates in place prior to the RCPP program's cancellation, by executing an appropriate service extension agreement available exclusively to the legacy RCPP Participants – the Company would continue maintaining and replacing the assets until their equipment is fully depreciated.

Under either option under Scenario 1, the Participants would then be charged for their EV charger's electricity consumption under the regular tariff applicable at the time.

Scenario 2: An RCPP Successor Program and/or Tariff are in Place: If the Company replaces RCPP with a successor program and tariff, the existing Participants will have an option of being enrolled into the successor program and may be eligible for special transitional treatment terms (if any) that the Company may contemplate and the Commission may authorize. The Participants will have two Options with respect to their Charging Equipment:

- i. Option A: Enroll in the RCPP successor program and continue financing the Company-Approved Charging Equipment and paying for the charger consumption as per the terms of the associated tariff.
- ii. Option B: Do not continue with the successor program and select from among Scenario 1 Options A or B listed above to determine the ensuing financing arrangements with respect to the financed charger equipment.

**PROGRAM RATES AND CHARGES**

Program Enrollment Fee: a one-time entry fee payable by the Participant at the time of executing the Participation Agreement with the Company. The fee will vary according to the type of Company-Approved Charging Equipment installed, and will be calculated on a per-site basis, with the Entry Fee being established on the basis of the single largest capacity charger installed, at the following rates:

- Dual-Port L2 Charger: \$750.00 plus tax
- DCFC Charger (any capacity): \$1,000 plus tax

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THE EMPIRE DISTRICT ELECTRIC COMPANY d/b/a LIBERTY

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READY CHARGE PILOT PROGRAM

SCHEDULE RCPP

The Company shall record the proceeds from Enrollment Fees as downward adjustments to the capital cost of the charger equipment recorded in the Company's System of Accounts. Except for the eligible organizations applying for the First Tranche of the RCPP, the Program Enrollment Fee will be waived for qualified Participants that are either M/WBE certified by the Missouri Office of Equal Opportunity or Non-profit Organizations.

**Monthly Participation Fee:** a fixed fee payable by the Participant on a monthly basis to recover the Company's costs in deploying, financing and operating the charging infrastructure plus all the applicable taxes. Calculated as a product of a number of chargers installed and the per-charger monthly fee varying by charger type as described below. The per-charger monthly fee represents the portion of estimated charger operating and capital costs recoverable from Participants as per the terms of the Company's settlement approved by the Commission.

**Additional Connection Cost Fee:** a one-time fee payable by the Participant for the costs of any distribution system or customer side capital works and the applicable taxes, the cost of which exceeds the costs included in the calculation of the Monthly Participation Fee per Charger, and as communicated by the Company through the Connection Cost Estimate. For clarity, the Additional Connection Cost Fee applicable to Tranche 1 Applicants will be calculated in the same manner as for on the Tranches 2-4 Applicants.

**Energy Consumption Charges:** a per-kWh charge for energy consumed through the Company-Approved Charging Stations to charge the Electric Vehicles. The Energy Consumption Charge will be charged on the Time-of-Use basis. The Energy Consumption Charge will be billed on per-kWh basis as a product of kWh consumed and the applicable TOU period and charger type. The resulting amounts shall be payable in full by either the Participant (Cost Responsibility Option 1) or the end EV User (Cost Responsibility Option 2), as elected by the Participant. The Company shall apportion the fees collected to the appropriate accounts for future disposition and settlement between the Commodity, Demand, FAC, EECR, DSIM, Tax, Vendor Fees, and the residual program administration recovery component.

Also charged on the consumption basis and in accordance with the Commission-approved rates at the time of charging will be the FAC, EECR, DSIM, other charges that may be authorized by the Commission, and the applicable taxes, vendor fees and the residual program administration recovery component.

Should the operation of the EV Charging Stations result in demand charges recorded on the dedicated AMI meter and payable as per the tariff schedule applicable to the Participant's facilities, these charges shall not be recovered from the Participant under either Cost Responsibility Option, and shall be instead recovered from the residual program administration recovery component upon settlement by the Company.

**Early Termination Fee:** amount equal to 12 months of Monthly Participation Fees as applicable for the number and types of Company-Approved Charging Stations installed, payable should the Participant wish to exit the RCPP at any point before the conclusion of the Remaining Pilot Term. Notwithstanding of the program Deployment Tranche under which the Participant has entered the RCPP, for the purposes of the Early Termination Fee the Monthly Participation Fees shall be calculated using the Tranches 2-4 fees. Such amounts shall be recorded to offset capital expenditures and capitalized expenses incurred under the Company's provision of this program.

**PAYMENT**

The Company shall bill the Participants for their RCPP program participation via a dedicated electronic bill, in addition to the regular bill(s) for the balance of the Participant's consumption from their facilities billed at the appropriate tariff schedule. The monthly bill shall include the applicable Monthly Participation Fee, calculated as a product of the applicable Deployment Tranche Fee, and the number and type of Company-Approved Charging Stations operating on the Site. Should the Participant elect the Cost Responsibility Option 2, the Participant's bill shall also include the charges associated with the energy consumed over the billing period. Should the Participant elect the Cost Responsibility Option 1, the Energy Consumption Charges shall be recovered from the end EV end users using the facilities.

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## THE EMPIRE DISTRICT ELECTRIC COMPANY d/b/a LIBERTY

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Sec. \_\_\_\_\_

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

For ALL TERRITORY

## COMMERCIAL ELECTRIFICATION PILOT PROGRAM

## SCHEDULE CEPP

## AVAILABILITY:

This Rider Schedule CEPP is available to the Company's customers who are enrolled in the Company's Commercial Electrification Pilot Program (CEPP) and who receive their regular service under one of the following service schedules and is available beginning October 15, 2022 to existing or new customers.

<u>Service</u>	<u>Rate Schedule</u>
Non-Standard General Service	NS-GS
Non-Standard Large General Service	NS-LG
Time Choice Large General Service	TC-LG
Time Choice General Service	TC-GS
Non-Standard Small Primary	NS-SP
Time Choice Small Primary	TC-SP
Large Power Service	LP

Participation in this program will be limited to applicants who have applied for the program, been subsequently invited to participate, and executed the Participation Agreement. The Program will be available for five years.

## MONTHLY RATES:

CUSTOMER ACCESS CHARGE (as applicable to customer's facilities)

<u>Service</u>	<u>Monthly Rate</u>
NS-GS, TC-GS	\$23.97
NS-LG, TC-LG, NS-SP, TC-SP	\$69.49
LP	\$283.55

## CEPP MONTHLY PARTICIPATION FEE

Per L2 charger installed, per month.....\$199.38

## For Customers on Non-Time Varying Rates:

## DEMAND AND FACILITIES CHARGES

As applicable per participants' tariffs associated with their regular facilities.

<u>Service</u>	<u>Demand Charge - per kW of Billing Demand (if Applicable)</u>		<u>Facilities Charge - per kW of Facilities Demand (if Applicable)</u>	
	<u>Summer Season</u>	<u>Winter Season</u>	<u>Summer Season</u>	<u>Winter Season</u>
NS-GS	-	-	-	-
NS-LG	\$8.93	\$6.96	\$2.13	\$2.13
NS-SP	\$8.75	\$6.82	\$2.08	\$2.08
LP	\$18.61	\$10.27	\$1.88	\$1.88

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For ALL TERRITORY

## COMMERCIAL ELECTRIFICATION PILOT PROGRAM

## SCHEDULE CEPP

## ENERGY CHARGES

Service	Consumption Components	Summer Season	Winter Season
NS-GS	The first 700 kWh, per kWh.....	\$0.13429	\$0.13429
	Additional kWh, per kWh.....	\$0.13429	\$0.12020
NS-LG	First 150 hours use of Metered Demand, per kWh.....	\$0.08941	\$0.07676
	Next 200 hours use of Metered Demand, per kWh.....	\$0.06939	\$0.06253
	All additional kWh, per kWh.....	\$0.06231	\$0.06198
NS-SP	First 150 hours use of Metered Demand, per kWh.....	\$0.08767	\$0.07527
	Next 200 hours use of Metered Demand, per kWh.....	\$0.06804	\$0.06131
	All additional kWh, per kWh.....	\$0.06110	\$0.06077
LP	First 350 hours use of Metered Demand, per kWh.....	\$0.06790	\$0.05995
	All additional kWh, per kWh.....	\$0.03528	\$0.03394

## EV CONSUMPTION RATE RIDERS:

Applicable to the volume of consumption recorded through a Company-Approved Charger over the billing period and added to the regular volumetric rates calculated at the rate for the first tier of consumption according to the time and season of consumption.

	Peak		Shoulder		Off Peak	
	12 p.m. - 10. p.m.		6 a.m. - 12. p.m.		10 p.m. - 6 a.m.	
	Summer	Winter	Summer	Winter	Summer	Winter
NS-GS	\$0.01343	\$0.01343	\$0.0000	\$0.0000	\$-0.10034	\$-0.10034
NS-LG	\$0.00894	\$0.00768	\$0.0000	\$0.0000	\$-0.05546	\$-0.04281
NS-SP	\$0.00877	\$0.00753	\$0.0000	\$0.0000	\$-0.05372	\$-0.04132
LP	\$0.00679	\$0.00600	\$0.0000	\$0.0000	\$-0.03395	\$-0.02600

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For ALL TERRITORY

COMMERCIAL ELECTRIFICATION PILOT PROGRAM

SCHEDULE CEPP

For Customers on Time Varying Rates:

DEMAND AND FACILITIES CHARGES

As applicable per participants' tariffs associated with their regular facilities.

<u>Service</u>	<u>Demand Charge - per kW of Billing Demand (if Applicable)</u>		<u>Facilities Charge – per kW of Facilities Demand (if Applicable)</u>	
	<u>Summer Season</u>	<u>Winter Season</u>	<u>Summer Season</u>	<u>Winter Season</u>
TC-GS	-	-	-	-
TC-LG	\$8.93	\$6.96	\$2.13	\$2.13
TC-SP	\$8.75	\$6.82	\$2.08	\$2.08

ENERGY CHARGES

Service	Consumption Components	Summer Season	Winter Season
TC-GS	The first 700 kWh, per kWh.....	\$0.13892	\$0.13892
	Additional kWh, per kWh.....	\$0.13892	\$0.12624
	Off-Peak kWh credit, per kWh .....	\$-0.00200	\$-0.00200
TC-LG	First 150 hours use of Metered Demand, per kWh.....	\$0.08998	\$0.07793
	Next 200 hours use of Metered Demand, per kWh.....	\$0.07091	\$0.06436
	All additional kWh, per kWh.....	\$0.06417	\$0.06385
	Off-Peak kWh credit, per kWh .....	\$-0.00500	\$-0.00500
TC-SP	First 150 hours use of Metered Demand, per kWh.....	\$0.08823	\$0.07641
	Next 200 hours use of Metered Demand, per kWh.....	0.06953	0.06311
	All additional kWh, per kWh.....	0.06292	0.06261
	Off-Peak kWh credit, per kWh .....	\$-0.00490	\$-0.00490

Off-Peak kWh includes all kWh consumed between 10 PM and 6 AM daily.

EV CONSUMPTION RATE RIDERS:

Applicable to the volume of consumption recorded through a Company-Approved Charger over the billing period and added to the regular volumetric rates calculated at the rate for the first tier of consumption according to the time and season of consumption.

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For ALL TERRITORY

## COMMERCIAL ELECTRIFICATION PILOT PROGRAM

## SCHEDULE CEPP

	Peak		Shoulder		Off Peak	
	12 p.m. - 10. p.m.		6 a.m. - 12. p.m.		10 p.m. - 6 a.m.	
	Summer	Winter	Summer	Winter	Summer	Winter
TC-GS	\$0.01389	\$0.01389	\$0.0000	\$0.0000	\$-0.10497	\$-0.10497
TC-LG	\$0.00900	\$0.00779	\$0.0000	\$0.0000	\$-0.05603	\$-0.04398
TC-SP	\$0.00882	\$0.00764	\$0.0000	\$0.0000	\$-0.05428	\$-0.04246

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. Consumption recorded through the Company-Approved EV Charger during the Time-Based "Off-Peak" period is not eligible for the Off-Peak Discount Rider applicable to regular consumption charges.

## 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 \$0.00028 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).

## DEMAND SIDE INVESTMENT MECHANISM

The above charges will be adjusted in an amount provided by the terms and provisions of the Demand Side Investment Mechanism, Rider DSIM for non-Residential service.

## PAYMENT:

Bills will be due on or before twenty-one (21) days after the date thereof. If not paid on or before the due date, a late payment charge of 0.5% on the unpaid balance will be applied.

## GROSS RECEIPTS, OCCUPATION OR FRANCHISE TAXES:

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

## CONDITIONS OF SERVICE: GENERAL

1. 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. The charging of end user EVs in the manner contemplated by the RCPP program shall be permitted and shall not be deemed an otherwise prohibited resale, redistribution or submetering activity.
3. Bills for service will be rendered monthly.
4. The Company Rules and Regulations, P.S.C. Mo. No. 5, Section 5, are a part of this schedule.

## CONDITIONS OF SERVICE: EV CHARGING PROGRAM AND EQUIPMENT

Participants billed under this CEPP tariff schedule must continually meet all obligations, terms and conditions provided for in the Program Tariff Document and the executed program Participant Agreement.

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For ALL TERRITORY

COMMERCIAL ELECTRIFICATION PILOT PROGRAM

SCHEDULE CEPP

COMMERCIAL ELECTRIFICATION PILOT PROGRAM

Schedule CEPP

**PROGRAM DESCRIPTION**

The Commercial Electrification Pilot Program supports the deployment of smart Level 2 ("L2") charging infrastructure for use by electric vehicle ("EV") fleets or located at workplaces and purposed for employee or visitor charging. Charging infrastructure deployed pursuant to Schedule CEPP will be installed, owned, and operated by The Empire District Electric Company ("Company"), with the associated costs recovered from Program Participants through a combination of Monthly Participation Fees and requisite up-front connection cost contributions (if required). To encourage EV adoption and facilitate efficient utilization, of EV charging infrastructure, Participants' consumption through the charging stations shall be billed on a Time Of Use rate schedule described below, with the consumption during the Shoulder and Off-Peak periods eligible for reduced cost of electricity relative to the Participant's regular electricity tariffs applicable to the balance of their facilities.

**AVAILABILITY**

This Schedule CEPP is available to non-residential customers currently receiving permanent, metered electric service under the Company's retail rate schedules, provided such customers meet all the program entry specifications, and operate facilities that offer private workplace parking for employees and/or operate a light, medium, or heavy-duty on-road vehicle fleet in the Company's service area stationed overnight next to the facility. The Company will evaluate customer applications based on multiple factors including but not limited to availability of program participation spots, the applicant's fleet electrification plans, evidence of demand for workplace charging among the customer's employees, and suitability of proposed installation sites to limit access to only authorized individuals and vehicles. Schedule CEPP deployment is capped at 10 L2 chargers per customer site and the total of 50 chargers deployed through the program.

**DEFINITIONS**

Additional Connection Costs: capital costs of distribution system and/or customer-side works which exceed those on which the Monthly Participation Fee. The Participants are solely responsible for these costs.

Applicant: A customer of the Company that approaches the Company with the intent to participate in the CEPP program and completes the requisite application documentation.

Company-Approved Charging Device (or Station, as applicable to describe a standalone structure with multiple ports): A "smart" L2 electric vehicle charging device that is new, equipped with a SAE J1772 standard plug, capable of delivering at least 6.2 kilowatts of power to an EV, network-enabled, capable of delivering station utilization data to the Company, and capable of receiving a demand response signal. All Schedule CEPP-facilitated chargers must be ENERGY STAR-certified, listed by a nationally recognized testing laboratory (e.g., UL), and must adhere to open communication standards that support interoperability. In the event that a charging device has been used and removed pursuant to this Program at a site, it may subsequently be reused in the Program following a suitable inspection and/or refurbishment.

Connection Cost Estimate ("CCE"): an estimate issued by the Company to the Applicant upon the initial site visit, outlining in the scope and nature of requisite work to complete the safe installation of charging equipment, the associated cost responsibility, including the Additional Connection Costs. The Applicant must sign the CCE Acknowledgment Form ("CCEAF") prior to executing the Participant Agreement.

Participant: A customer of the Company that meets the eligibility criteria established in Schedule CEPP for participation and who executes a Participant Agreement.

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COMMERCIAL ELECTRIFICATION PILOT PROGRAM  
SCHEDULE CEPP

Participant Agreement: The agreement between the Company and the Participant further describing the terms and conditions governing the Participant's participation in the Commercial Electrification Pilot Program.

Remaining Pilot Term: A minimum term over which the Participant agrees to deploy and make use of the charging equipment, commencing on the date of the Participant Agreement's execution and concluding on the date of a five-year anniversary of the CEPP program's start date.

Minority or Women Business Enterprise ("M/WBE"): Any business certified by the Missouri Office of Equal Opportunity as an M/WBE.

Nonprofit Organization: Any organization established as a nonprofit corporation under the Missouri Nonprofit Corporation Act.

**CEPP APPLICATION PROCESS**

To enroll into CEPP, Applicants must complete and submit a Program Enrollment Application and be subsequently invited to enter the program. To meet the minimum eligibility requirements for participation, applicants must demonstrate to the Company's satisfaction proof of the following:

- (a) Existing Commercial service account in good standing with the Company;
- (b) Proof of ownership or lease arrangement of the property intended for deployment of the Company-Approved Charging Stations, such as a property title or proof of lease; and
- (c) Confirmation that the scope and nature of modifications to the occupied premises typically required for the operation of a Company-Approved Charging Stations have been communicated and consented to by the property's owner, mortgage holding institution(s) and all insurance provider(s) (as applicable).

The Company reserves the discretion to decline the application, should the applicant's premises not meet the electrical safety requirements, lack the adequate physical features to safely mount the charging equipment and/or prevent outside parties from accessing the Charging Device without the Participant's authorization, or be determined to be otherwise unsuitable.

By signing the Application, the Applicant will acknowledge their understanding that their participation in the program is contingent upon the execution of the Participation Agreement. Upon receiving the completed Program Enrollment Application and verifying that the Applicant meets all the minimum eligibility requirements, the Company or its agents will inspect the site of intended installation on a mutually satisfactory date and time, including, potentially, via a remote inspection based on the photographic and/or video evidence of the site's condition provided by the applicant and the geospatial records available to the Company. Using the information so collected, the Company will evaluate the application and the site and notify the successful applicants (if any) by extending to them an invitation to execute the Participation Agreement, which will also include a completed Connection Cost Estimate ("CCE"). By executing the Participation Agreement and all relevant appendices, the Applicant becomes the Participant and officially enters the CEPP program. Concurrent with the execution of the Participation Agreement, the Participant shall also pay a Program Enrollment Fee in the amount specified below.

The completed CCE will outline in reasonable detail the scope, nature and cost of any expected Additional Connection Costs, which entail any customer-side (behind-the-meter) and/or utility-side (front-of-the-meter distribution system) works required to accommodate the Company-Approved Charging Device installation, the cost of which exceeds the amounts on which the Monthly Participation Fee is calculated. By signing the CCE as a part of the overall Participation Agreement, the Applicant will confirm their understanding of and readiness to arrange for and otherwise accommodate any works on their premises required to install the Company-Approved Charging Device(s), including providing any payments for works outlined in the CCE. Concurrent with execution of the Participation Agreement, the Participant will submit the Program Entry Fee. Notwithstanding the act of providing either the entry fee and executing the Participation Agreement, the Participant shall continue to be responsible for the final additional connection costs corresponding to those estimated in the CCE, which would be billed to the Participant once the works are completed and the final cost has been communicated by the Company.

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COMMERCIAL ELECTRIFICATION PILOT PROGRAM  
 SCHEDULE CEPP

The applications for entry into the program will be evaluated on a first come-first served basis. Should the level of interest in participating in the CEPP exceed the total number of program spots, the Company will invite otherwise qualifying Applicants it cannot accommodate to join the program waitlist. The Applicants placed on the waitlist will be eligible to have the right of first refusal to participate in the CEPP (should its terms or conditions change), or in functionally similar future initiatives carried out by the Company. The priority of access of waitlist participants will be based on the first come-first served basis.

The Participation Agreement and Obligations Arising from it

By executing the Participation Agreement, applicants commit to keeping the charger installed on their premises for a period no shorter than the Remaining Pilot Term and meeting all other terms and conditions of this Tariff Schedule and the Participation Agreement. Should a Participant wish to withdraw from the CEPP program sooner than the conclusion of the Remaining Pilot Period, the Participant will be responsible for the Early Termination Fee. Should a Participant wish to move to a different location within the Company's service territory and continue participating in the CEPP, the Participant will be responsible for the costs of all requisite removal and installation costs. For any charging equipment that may be de-installed due to a Participant's withdrawal from the Program, the Company will perform requisite refurbishment and will either redeploy the equipment to another Participant's premises, or utilize it for the purposes of its own fleet.

In executing the Participation Agreement, the Participant shall grant an easement to the company to install and operate the Company-Approved Charging Stations and the associated infrastructure and access them as needed for maintenance.

The Participant shall be responsible for paying the Monthly Participation Fee, and the cost of charging completed over the billing period through the Company-Approved Charging Stations as described below.

Participants shall be responsible for maintaining the civil infrastructure in and around the parking stalls where the charging infrastructure is installed in good working order, including regular clearing of snow, maintaining adequate asphalt surface condition and painted line and signage. Upon enrollment into the Program, the Participant are encouraged to transfer the billing arrangements for all of its facilities to the e-billing service offered by the Company. Customers applying for service under this CEPP program must have and maintain an account that is not more than 60 days delinquent or in default at the time of application. Participants waive all rights to any retrospective billing reductions arising from a claim that the Participant's service would be or would have been at a lower cost had it not participated in the Commercial Electrification Pilot Program for any period of time.

Participants shall also agree to partake in at least three participant surveys over the course of their CEPP participation, including an enrollment companion survey. Participants also consent for their charger consumption data to be analyzed and reported to the Commission and used by Liberty in an aggregated manner with that of other Participants, and without any commercially sensitive information being revealed. Participants may also be asked to participate in other activities to help the Company obtain certain insights regarding the charging equipment, the impact of EV charging on the Company's distribution system or other program administration elements.

By Executing the Participation Agreement, the Company commits to maintaining the charger infrastructure, including the charging, metering, and communication components in good working order, cover the insurance costs for the equipment, provide electricity for use in the charger at the rates specified below, and provide such other services as may be required to support the Participants' participation in the CEPP in accordance with the terms and conditions prescribed in this Tariff Schedule and the Participant Agreement. The Company also commits to run the CEPP through to the conclusion of the Remaining Pilot Term and to facilitate the Participants' options elected at the conclusion of the CEPP as described below. The Company will enter into an agreement with two or more qualified vendors to provide charging equipment used by Participants.

Should a Participant wish to withdraw from the CEPP program at any point before the conclusion of the Remaining Pilot Term, that Participant shall be responsible for the cost of de-installation of the Company-Approved Charging Stations, and the additional Early Termination Fee in the amount equal to 12 months of Monthly Participation Fees as applicable for the number of Company-Approved Charging Stations installed. Should the Participant terminate their participation in the CEPP due to bankruptcy or other similar circumstances, the Company shall pursue the recovery of eligible costs in accordance with Missouri Law.

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THE EMPIRE DISTRICT ELECTRIC COMPANY d/b/a LIBERTY

P.S.C. Mo. No. 6 Sec. 3 Original Sheet No. 12g  
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For ALL TERRITORY

COMMERCIAL ELECTRIFICATION PILOT PROGRAM  
SCHEDULE CEPP

Participation in Special Demand Management Events

The Company may call up to ten (10) Demand Response ("DR") Events per year, not to exceed 4 hours per event, during which the charging infrastructure will be remotely shut off and inaccessible for charging. The anticipated instances of DR events shall be communicated in advance.

**PARTICIPANTS' OPTIONS UPON THE CEPP PILOT TERM CONCLUSION**

Parties' Rights and Obligations Upon the Conclusion of the CEPP Program

At the conclusion of the Remaining Pilot Term, the Company may elect to transition the CEPP into a successor program and apply for the associated leave to the Commission to establish the requisite tariff(s), or discontinue the CEPP without adopting a dedicated successor program and/or tariff for electric vehicle charger financing or electric vehicle consumption. Should the Company transition the CEPP into a successor program, it would reserve the right to apply to the Commission to modify the program terms, rate structures, or amounts charged upon the conclusion of the Remaining Pilot Period, including establishing special terms (as appropriate) that would apply to the original CEPP Participants.

In either scenario of the CEPP concluding with or without being substituted for a successor program, the Company will give the existing Participants no less than a 30-day notice prior to applying to the Commission for the appropriate leave. Along with the notice specifying the Company's intent, Participants would be offered the following options with respect to the charging equipment installed during the program term, as applicable under the Scenarios contemplated below.

Scenario 1: No CEPP Successor Program and/or Tariff: If the CEPP and the associated tariff are discontinued without being replaced by a successor program and tariff, the Participants will have two options:

- i. Option A: buy out the remaining Charger(s) capital costs at remaining net book value and assume ownership. Under this option the customer would be responsible for all charger maintenance activities and the associated costs upon the expiration of the CEPP and would be responsible for procuring replacement equipment; OR
- ii. Option B: continue paying charger financing costs under the rates in place prior to the CEPP program's cancellation, by executing an appropriate service extension agreement available exclusively to the legacy CEPP Participants – the Company would continue maintaining and replacing the assets until equipment is fully depreciated.

Under either option under Scenario 1, the Participants would then be charged for their EV charger's electricity consumption under the regular tariff applicable at the time.

Scenario 2: An CEPP Successor Program and/or Tariff are in Place: If the Company replaces CEPP with a successor program and tariff, the existing Participants will have an option of being enrolled into the successor program and may be eligible for special transitional treatment terms (if any) that the Company may contemplate and the Commission may authorize. The Participants will have two Options with respect to their Charging Equipment:

- i. Option A: Enroll in the CEPP successor program and continue financing the Company-Approved Charging Equipment and paying for the charger consumption as per the terms of the associated tariff.
- ii. Option B: Do not continue with the successor program and select from among Scenario 1 Options A or B listed above to determine the ensuing financing arrangements with respect to the financed charger equipment.

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THE EMPIRE DISTRICT ELECTRIC COMPANY d/b/a LIBERTY

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For ALL TERRITORY

COMMERCIAL ELECTRIFICATION PILOT PROGRAM  
SCHEDULE CEPP

**PROGRAM RATES**

CEPP Enrollment Fee: Concurrently with executing the Participation Agreement the Participants shall pay a program Enrollment Fee in the amount of \$2,500 (total) plus the applicable taxes. The Enrollment Fee shall be the same, irrespective of how many charging stations are being installed at the Participant's site. The Company shall record the proceeds from Enrollment Fees as downward adjustments to the capital cost of the charger equipment recorded in the Company's System of Accounts. The Enrollment Fee will be waived for qualified Participants that are either M/WBE certified by the Missouri Office of Equal Opportunity or Non-profit Organizations.

CEPP Monthly Fee: This is a fixed monthly charge recovering the cost of the Company-Approved Charging Device and other costs associated with the set-up and facilitation of the Participant's participation in the CEPP program.

Early Termination Fee: An amount equal to 12 payments of the Monthly Fee for every charging station installed. Such amounts shall be recorded to offset capital expenditures and capitalized expenses incurred under the Company's provision of this program.

Demand Charge: Should the operation of the EV Charging Stations result in demand charges whether recorded on the Participant's main AMI meter or on a separately installed meter for the charging stations, these charges shall be payable as per the tariff schedule applicable to the Participant's facilities.

EV Charging Time-of-Use Rate Riders: time-based riders (positive or negative) applicable to the portion of the Participant's facilities' monthly consumption recorded on the metering device(s) embedded within the Company-Approved Charging Stations, and applied in addition to the regular consumption charges calculated at the rate for the first tier of consumption, plus the FAC, EECR, Demand Side Investment Mechanism ("DSIM"), and other applicable charges for the Participant's facilities.

Additional Connection Cost Fee: a one-time fee payable by the Participant for the costs of any distribution system or customer side capital works and the applicable taxes, the cost of which exceeds the costs included in the calculation of the Monthly Participation Fee per Charger, and as communicated by the Company through the Connection Cost Estimate

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## THE EMPIRE DISTRICT ELECTRIC COMPANY d/b/a LIBERTY

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For ALL TERRITORY

## ELECTRIC SCHOOL BUS PILOT PROGRAM

## SCHEDULE ESBPP

## AVAILABILITY:

This Rider Schedule ESBPP is available to customers who take their regular consumption service according to tariff schedules listed below and who are enrolled in the Electric School Bus Pilot Program (ESBPP). This schedule is available beginning October 15, 2022 to existing or new customers in the following rate classes.

Service	Rate Schedule
Non-Standard General Service	NS-GS
Time Choice General Service	TC-GS
Non-Standard Large General Service	NS-LG
Time Choice Large General Service	TC-LG
Non-Standard Small Primary	NS-SP
Time Choice Small Primary	TC-SP

Participation in this program will be limited to applicants who have applied for the program, been subsequently invited to participate, and executed the Participation Agreement. The Program will be available for five years.

## MONTHLY RATES:

CUSTOMER ACCESS CHARGE (as applicable to customer's facilities)

Service	Monthly Rate
NS-GS, TC-GS	\$23.97
NS-LG, TC-LG, NS-SP, TC-SP	\$69.49

## For Customers on Non-Time Varying Rates:

## DEMAND AND FACILITIES CHARGES

As applicable per participants' tariffs associated with their regular facilities.

Service	Demand Charge - per kW of Billing Demand (if Applicable)		Facilities Charge - per kW of Facilities Demand (if Applicable)	
	Summer Season	Winter Season	Summer Season	Winter Season
NS-GS	-	-	-	-
NS-LG	\$8.93	\$6.96	\$2.13	\$2.13
NS-SP	\$8.75	\$6.82	\$2.08	\$2.08

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## THE EMPIRE DISTRICT ELECTRIC COMPANY d/b/a LIBERTY

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For ALL TERRITORY

## ELECTRIC SCHOOL BUS PILOT PROGRAM

## SCHEDULE ESBPP

## ENERGY CHARGES

## REGULAR CONSUMPTION CHARGES

as applicable to a customer's class and usage

Service	Consumption Components	Summer Season	Winter Season
NS-GS	The first 700 kWh, per kWh.....	\$0.13429	\$0.13429
	Additional kWh, per kWh.....	\$0.13429	\$0.12020
NS-LG	First 150 hours use of Metered Demand, per kWh.....	\$0.08941	\$0.07676
	Next 200 hours use of Metered Demand, per kWh.....	\$0.06939	\$0.06253
	All additional kWh, per kWh.....	\$0.06231	\$0.06198
NS-SP	First 150 hours use of Metered Demand, per kWh.....	\$0.08767	\$0.07527
	Next 200 hours use of Metered Demand, per kWh.....	\$0.06804	\$0.06131
	All additional kWh, per kWh.....	\$0.06110	\$0.06077

## EV CONSUMPTION RATE RIDERS:

Applicable to the volume of consumption recorded through a Company-Approved Charger over the billing period and added to the regular volumetric rates calculated at the rate for the first tier of consumption according to the time and season of consumption

	Peak		Shoulder		Off Peak	
	12 p.m. - 10. p.m.		6 a.m. - 12. p.m.		10 p.m. - 6 a.m.	
	Summer	Winter	Summer	Winter	Summer	Winter
NS-GS	\$0.02014	\$0.02014	\$0.01343	\$0.01343	\$-0.10034	\$-0.10034
NS-LG	\$0.01341	\$0.01151	\$0.00894	\$0.00768	\$-0.05546	\$-0.04281
NS-SP	\$0.01315	\$0.01129	\$0.00877	\$0.00753	\$-0.05372	\$-0.04132

## For Customers on Time Varying Rates:

## DEMAND AND FACILITIES CHARGES

As applicable per participants' tariffs associated with their regular facilities.

Service	Demand Charge - per kW of Billing Demand (if Applicable)		Facilities Charge - per kW of Facilities Demand (if Applicable)	
:	Summer Season	Winter Season	Summer Season	Winter Season
TC-GS	-	-	-	-
TC-LG	\$8.93	\$6.96	\$2.13	\$2.13
<del>NS</del> TC-SP	\$8.75	\$6.82	\$2.08	\$2.08

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THE EMPIRE DISTRICT ELECTRIC COMPANY d/b/a LIBERTY

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Sec. 3

1st Revised

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

For ALL TERRITORY

ELECTRIC SCHOOL BUS PILOT PROGRAM

SCHEDULE ESBPP

ENERGY CHARGES

REGULAR CONSUMPTION CHARGES

as applicable to a customer's class and usage

Service	Consumption Components	Summer Season	Winter Season
TC-GS	The first 700 kWh, per kWh.....	\$0.13892	\$0.13892
	Additional kWh, per kWh.....	\$0.13892	\$0.12624
	Off-Peak kWh credit, per kWh .....	\$-0.00200	\$-0.00200
TC-LG	First 150 hours use of Metered Demand, per kWh.....	\$0.08998	\$0.07793
	Next 200 hours use of Metered Demand, per kWh.....	\$0.07091	\$0.06436
	All additional kWh, per kWh.....	\$0.06417	\$0.06385
	Off-Peak kWh credit, per kWh .....	\$-0.00500	\$-0.00500
TC-SP	First 150 hours use of Metered Demand, per kWh.....	\$0.08823	\$0.07641
	Next 200 hours use of Metered Demand, per kWh.....	0.06953	0.06311
	All additional kWh, per kWh.....	0.06292	0.06261
	Off-Peak kWh credit, per kWh .....	\$-0.00490	\$-0.00490

Off-Peak kWh includes all kWh consumed between 10 PM and 6 AM daily.

EV CONSUMPTION RATE RIDERS:

Applicable to the volume of consumption recorded through a Company-Approved Charger over the billing period and added to the regular volumetric rates calculated at the rate for the first tier of consumption according to the time and season of consumption.

	Peak		Shoulder		Off Peak	
	12 p.m. - 10. p.m.		6 a.m. - 12. p.m.		10 p.m. - 6 a.m.	
	Summer	Winter	Summer	Winter	Summer	Winter
TC-GS	\$0.02084	\$0.02084	\$0.01389	\$0.01389	\$(0.10497)	\$(0.10497)
TC-LG	\$0.01350	\$0.01169	\$0.00900	\$0.00779	\$(0.05603)	\$(0.04398)
TC-SP	\$0.01323	\$0.01146	\$0.00882	\$0.00779	\$-0.05428	\$-0.04246

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.

Consumption recorded through the Company-Approved EV Charger during the Time-Based "Off-Peak" period is not eligible for the Off-Peak kWh credit applicable to regular consumption charges.

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 \$0.00028 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).

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THE EMPIRE DISTRICT ELECTRIC COMPANY d/b/a LIBERTY

P.S.C. Mo. No. 6

Sec. 3

1st Revised

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

For ALL TERRITORY

ELECTRIC SCHOOL BUS PILOT PROGRAM

SCHEDULE ESBPP

DEMAND SIDE INVESTMENT MECHANISM

The above charges will be adjusted in an amount provided by the terms and provisions of the Demand Side Investment Mechanism, Rider DSIM for non-Residential service.

PAYMENT:

Bills will be due on or before twenty-one (21) days after the date thereof. If not paid on or before the due date, a late payment charge of 0.5% on the unpaid balance will be applied.

GROSS RECEIPTS, OCCUPATION OR FRANCHISE TAXES:

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

CONDITIONS OF SERVICE: GENERAL

1. 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. The charging of end user EVs in the manner contemplated by the RCPP program shall be permitted and shall not be deemed an otherwise prohibited resale, redistribution or submetering activity.
3. Bills for service will be rendered monthly.
4. The Company Rules and Regulations, P.S.C. Mo. No. 5, Section 5, are a part of this schedule.

CONDITIONS OF SERVICE: EV CHARGING PROGRAM AND EQUIPMENT

Participants billed under this ~~CEPP-ESBPP~~ tariff schedule must continually meet all obligations, terms and conditions provided for in the Program Tariff Document and the executed program Participant Agreement.

## ELECTRIC SCHOOL BUS PILOT PROGRAM

## SCHEDULE ESBPP

**ELECTRIC SCHOOL BUS PILOT PROGRAM**  
**Schedule ESBPP****PROGRAM DESCRIPTION**

The Electric School Bus Pilot Program (Schedule ESBPP) provides charging infrastructure and Time-of-Use electricity consumption price schedules to support the operation of electric school buses at public school districts. Under Schedule ESBPP, The Empire District Electric Company ("Company") will deploy smart, network-enabled Level 2 ("L2") or Direct Current Fast Charger ("DCFC") charging infrastructure to be installed, owned and maintained by the Company. Participating schools and/or districts will be required to adopt Time-of-Use billing arrangements prescribed in this Tariff Schedule for the consumption recorded through the EV charging infrastructure, which will be applied to the appropriate portion of the overall facility's consumption.

**AVAILABILITY**

This Schedule ESBPP is available to school districts with customer accounts within the service area of the Company, provided that the school district demonstrates the proof of ownership or lease of an electric school bus or buses in the number commensurate to the number of applied-for Company-Approved Charging Stations at the time of applying for the program. Qualifying program participation applications will be reviewed and invitations to participate will be extended to qualifying applicants on a first-come-first served basis, until the Company exceeds the resources allocated to this program.

**DEFINITIONS**

Additional Connection Costs: capital costs of distribution system and/or customer-side works which exceed those on which the Monthly Participation Fee. The Participants are solely responsible for these costs.

Applicant: An eligible customer of the Company that approaches the Company with the intent to participate in the ESBPP program and completes the requisite application documentation.

Company-Approved Charging Device (or Station, as applicable to describe a standalone structure with multiple ports): A "smart" L2 or DCFC electric vehicle charging device that is new, equipped with a SAE J1772 standard plug, capable of delivering at least 6.2 kilowatts of power to an EV, network-enabled, capable of delivering station utilization data to the Company, and capable of receiving a demand response signal. All Schedule ESBPP-facilitated chargers must be ENERGY STAR-certified, listed by a nationally recognized testing laboratory (e.g., UL), and must adhere to open communication standards that support interoperability. In the event that a charging device has been used and removed pursuant to this Program at a site, it may subsequently be reused in the Program following a suitable inspection and/or refurbishment.

Connection Cost Estimate ("CCE"): an estimate issued by the Company to the Applicant upon the initial site visit, outlining in the scope and nature of requisite work to complete the safe installation of charging equipment, the associated cost responsibility, including the Additional Connection Costs. The Applicant must sign the CCE prior to executing the Participation Agreement.

Participant: A customer of the Company that meets the eligibility criteria established in Schedule ESBPP for participation and who executes a Participation Agreement.

Participation Agreement: The agreement between the Company and the Participant further describing the terms and conditions governing the Participant's participation in the Commercial Electrification Pilot Program ("ESBPP").

Remaining Pilot Term: A minimum term over which the Participant agrees to deploy and make use of the charging equipment, commencing on the date of the Participation Agreement's execution and concluding on the date of a five-year anniversary of the ESBPP program's start date.

## ELECTRIC SCHOOL BUS PILOT PROGRAM

## SCHEDULE ESBPP

**ESBPP APPLICATION PROCESS**

To enroll into ESBPP, eligible Applicants must complete and submit a Program Enrollment Application and be subsequently invited to enter the program. To meet the minimum eligibility requirements for participation, applicants must demonstrate to the Company's satisfaction a proof of the following:

- (a) Existing Commercial service account in good standing with the Company;
- (b) Proof of ownership or lease arrangement of an electric school bus or buses in the number commensurate to the number of charging stations applied for through ESBPP;
- (c) Confirmation that the scope and nature of modifications to the occupied premises typically required for the operation of a Company-Approved Charging Stations have been communicated and consented to by the Applicant's insurance provider(s).

By signing the Application, the Applicant will acknowledge their understanding that their participation in the program is contingent upon the execution of the Participation Agreement. Upon receiving the completed Program Enrollment Application and verifying that the Applicant meets all the minimum eligibility requirements, the Company or its agents will inspect the site of intended installation on a mutually satisfactory date and time, including, potentially, via a remote inspection based on the photographic and/or video evidence of the site's condition provided by the applicant and the geospatial records available to the Company. Using the information so collected, the Company will evaluate the application and the site and notify the successful applicants (if any) by extending to them an invitation to execute the Participation Agreement, which will also include a completed Connection Cost Estimate ("CCE"). By executing the Participation Agreement and all relevant appendices, the Applicant becomes the Participant and officially enters the ESBPP program. There is no program enrollment fee for the ESBPP program.

The completed CCE will outline in reasonable detail the scope, nature and cost of any expected Additional Connection Costs, which entail any customer-side (behind-the-meter) and/or utility-side (front-of-the-meter distribution system) works required to accommodate the Company-Approved Charging Device installation, the cost of which exceeds the amounts included in the reference connection scope prepared for the purposes of this Program. By signing the CCE as a part of the overall Participation Agreement, the Applicant will confirm their understanding of and readiness to arrange for and otherwise accommodate any works on their premises required to install the Company-Approved Charging Device(s), including providing any payments for works outlined in the CCE. The final additional connection costs will be billed to the Participant once the works are completed and the final cost has been communicated by the Company.

Qualifying applications for entry into the program will be evaluated on a first come-first served basis. Should the level of interest in participating in the ESBPP exceed the total number of program spots, the Company will invite otherwise qualifying Applicants it cannot accommodate to join the program waitlist. The Applicants placed on the waitlist will be eligible to have the right of first refusal to participate in the ESBPP (should its terms or conditions change), or in functionally similar future initiatives carried out by the Company. The priority of access of waitlist participants will be based on the first come-first served basis.

**The Participation Agreement and Obligations Arising from it**

By executing the Participation Agreement, applicants commit to keeping the charger installed on their premises for a period no shorter than the Remaining Pilot Term and meeting all other terms and conditions of this Tariff Schedule and the Participation Agreement. Should a Participant wish to withdraw from the ESBPP program sooner than the conclusion of the Remaining Pilot Period, the Participant will be responsible for the cost of charging equipment's de-installation and the Early Termination Fee. For any charging equipment that may be de-installed due to a Participant's withdrawal from the Program, the Company will perform requisite refurbishment and will either redeploy the equipment to another Participant's premises, or use it for the purposes of its own fleet.

In executing the Participation Agreement, the Participant shall grant an easement to the company to install and operate the Company-Approved Charging Stations and the associated infrastructure and access them as needed for maintenance.

Aside from those additional costs outlined in the CCE, Participants will not be responsible for the capital and operating costs associated with procurement, installation, and operation of the EV charging stations throughout the Remaining Pilot Term. Participants shall be responsible for paying the cost of electricity used to charge the electric buses charged at the rates described below.



## ELECTRIC SCHOOL BUS PILOT PROGRAM

## SCHEDULE ESBPP

Participants shall be responsible for maintaining the civil infrastructure in and around the parking stalls where the charging infrastructure is installed in good working order, including regular clearing of snow, maintaining adequate asphalt surface condition and painted line and signage. Upon enrollment into the Program, the Participant are encouraged to transfer the billing arrangements for its facilities to the e-billing service offered by the Company. Customers applying for service under this ESBPP program must have and maintain an account that is not more than 60 days delinquent or in default at the time of application. Participants waive all rights to any retrospective billing reductions arising from a claim that the Participant's service would be or would have been at a lower cost had it not participated in the Commercial Electrification Pilot Program for any period of time.

Participants shall also agree to partake in at least three participant surveys over the course of their ESBPP participation, including an enrollment companion survey. Participants also consent for their charger consumption data to be analyzed and reported to the Commission and used by Liberty in an aggregated manner with that of other Participants, and without any commercially sensitive information being revealed. Participants may also be asked to participate in other activities to help the Company obtain certain insights regarding the charging equipment, the impact of EV charging on the Company's distribution system or other program administration elements.

By Executing the Participation Agreement, the Company commits to maintaining the charger infrastructure, including the charging, metering, and communication components in good working order, cover the insurance costs for the equipment, provide electricity for use in the charger at the rates specified below, and provide such other services as may be required to support the Participants' participation in the ESBPP in accordance with the terms and conditions prescribed in this Tariff Schedule and the Participation Agreement. The Company also commits to run the ESBPP through to the conclusion of the Remaining Pilot Term and to facilitate the Participants' options elected at the conclusion of the ESBPP as described below. The Company will enter into an agreement with two or more qualified vendors to provide charging equipment used by Participants.

Should a Participant wish to withdraw from the ESBPP program at any point before the conclusion of the Remaining Pilot Term, that Participant shall be responsible for the cost of de-installation of the Company-Approved Charging Stations, and the additional Early Termination Fee in the amount of \$1,000, irrespective of the number of chargers installed.

Participation in Special Demand Management Events

The Company may call up to ten (10) Demand Response ("DR") Events per year, not to exceed 4 hours per event, during which the charging infrastructure will be remotely shut off and inaccessible for charging. The anticipated instances of DR events shall be communicated in advance.

**PARTICIPANTS' OPTIONS UPON THE ESBPP PILOT TERM CONCLUSION**Parties' Rights and Obligations Upon the Conclusion of the ESBPP Program

At the conclusion of the Remaining Pilot Term, the Company may elect to transition the ESBPP into a successor program and apply for the associated leave to the Commission to establish the requisite tariff(s), or discontinue the ESBPP without adopting a dedicated successor program and/or tariff for electric vehicle charger financing or electric vehicle consumption. Should the Company transition the ESBPP into a successor program, it would reserve the right to apply to the Commission to modify the program terms, rate structures, or amounts charged upon the conclusion of the Remaining Pilot Period, including establishing special terms (as appropriate) that would apply to the original ESBPP Participants.

In either scenario of the ESBPP concluding with or without being substituted for a successor program, the Company will give the existing Participants no less than a 30-day notice prior to applying to the Commission for the appropriate leave. Along with the notice specifying the Company's intent, Participants would be offered the following options with respect to the charging equipment installed during the program term, as applicable under the Scenarios contemplated below.

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For ALL TERRITORY

ELECTRIC SCHOOL BUS PILOT PROGRAM

SCHEDULE ESBPP

Scenario 1: No ESBPP Successor Program and/or Tariff: If the ESBPP and the associated tariff are discontinued without being replaced by a successor program and tariff, the Participants will have two options:

- i. Option A: buy out the remaining Charger(s) capital costs at remaining net book value in a single lump sum payment. Under this option the customer would be responsible for all charger maintenance activities and the associated costs upon the expiration of the ESBPP and would be responsible for procuring replacement equipment; OR
- ii. Option B: establish a payment schedule to repay the remaining charger infrastructure net book value and ongoing operating costs, by executing an appropriate service extension agreement available exclusively to the legacy ESBPP Participants – the Company would continue maintaining and replacing the assets until equipment is fully depreciated.

Under either option under Scenario 1, the Participants would then be charged for their EV charger's electricity consumption under the regular tariff applicable at the time.

Scenario 2: An ESBPP Successor Program and/or Tariff are in Place: If the Company replaces ESBPP with a successor program and tariff, the existing Participants will have an option of being enrolled into the successor program and may be eligible for special transitional treatment terms (if any) that the Company may contemplate and the Commission may authorize. The Participants will have two Options with respect to their Charging Equipment:

- i. Option A: Enroll in the ESBPP successor program and continue financing the Company-Approved Charging Equipment and as per the terms of the associated tariff.
- ii. Option B: Do not continue with the successor program and select from among Scenario 1 Options A or B listed above to determine the ensuing financing arrangements with respect to the financed charger equipment.

**PROGRAM RATES**

Early Termination Fee: An amount equal to \$1,000 plus the cost of decommissioning of equipment. Such amounts shall be recorded to offset capital expenditures and capitalized expenses incurred under the Company's provision of this program.

Demand Charge: Should the operation of the EV Charging Stations result in demand charges whether recorded on the Participant's main AMI meter or on a separately installed meter for the charging stations, these charges shall be payable as per the tariff schedule applicable to the Participant's facilities.

EV Charging Time-of-Use Rate Riders: time-based riders (positive or negative) applicable to the portion of the Participant's facilities' monthly consumption recorded on the metering device(s) embedded within the Company-Approved Charging Stations, and applied in addition to the regular consumption charges calculated at the rate for the first tier of consumption, plus the FAC,EECR, the Demand Side Investment Mechanism ("DSIM"), and other applicable charges for the Participant's facilities.

Additional Connection Cost Fee: a one-time fee payable by the Participant for the costs of any distribution system or customer side capital works and the applicable taxes, the cost of which exceeds the costs included in the calculation of the Monthly Participation Fee per Charger, and as communicated by the Company through the Connection Cost Estimate

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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

NON-ROAD ELECTRIFICATION PILOT PROGRAM

SCHEDULE NREPP

NON-ROAD ELECTRIFICATION PILOT PROGRAM

Schedule NREPP

**PROGRAM DESCRIPTION**

The Non-Road Electrification Pilot Program provides incentives to encourage adoption of qualifying electric technologies that would otherwise be powered by gasoline or diesel, including electric forklifts of qualifying tonnage, electric-standby truck refrigeration units ("TRUs") and truck stop electrification equipment to power driver cabin appliances.

**AVAILABILITY AND PROGRAM RULES**

This Schedule NREPP is available to non-residential customers currently receiving permanent, metered electric service under the Empire District Electric Company's ("Company") retail rate schedules, with the application of the following eligibility requirements for incentives in support of purchase and/or lease and commissioning of eligible electrically charged non-road equipment and/or charging infrastructure:

- The **Forklift Equipment** rebate is available to commercial and industrial customers, including customers in the manufacturing, wholesale and retail trade, and warehousing sectors who own and/or lease and operate eligible forklift equipment that meets the following criteria:
  - Eligible forklift equipment shall be defined as vehicles with two power-operated prongs at the front that can be slid under heavy loads and then raised for moving and stacking materials in warehouses, shipping depots, distribution center, etc.
  - Incentives are only available for Class I Lift Trucks having a capacity of greater than 6,000 pounds only, and which are not replacing existing equipment that utilizes propane as its fuel source.
- The **Electric-Standby Truck Refrigeration Unit (TRU) Equipment** rebate is available to commercial and industrial customers, including customers in the trucking, manufacturing, wholesale and retail trade, and warehousing sectors who install an electrical port powered by the electric grid for the purpose of powering a tractor trailer or box truck refrigeration system until and/or while perishable items are unloaded/loaded.
- The **Truck Stop Electrification Equipment** rebate is available to commercial trucking customers both at public truck stops and travel centers, as well as in warehouses and shipping depots who purchase and install single- or dual-system electrification equipment for the purpose of providing truck drivers' rest-period needs.

The incentives shall be available to applicants who satisfy all requirements prescribed in this tariff schedule and will be allocated on a first come – first served basis until the Company's incentive budget has been expended in full. There are no pre-determined minimal amounts that must be allocated across the three categories of equipment eligible for incentives.

**DEFINITIONS**

Participant: A customer of the Company that meets the eligibility criteria established in Schedule NREPP for participation in the Non-Road Electrification Pilot Program and who executes a Participant Agreement.

Participation Agreement: An agreement between the Company and the Participant further describing the terms and conditions governing the Participant's participation in the Non-Road Electrification Pilot Program.

Minority or Women Business Enterprise ("M/WBE"): Any business certified by the Missouri Office of Equal Opportunity as an M/WBE.

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For ALL TERRITORY

NON-ROAD ELECTRIFICATION PILOT PROGRAM

SCHEDULE NREPP

**MAXIMUM INCENTIVE AMOUNTS AND ELIGIBILITY REQUIREMENTS**

Schedule NREPP incentives will be provided by the Company via customer rebates. Eligible customers will be required to provide documentation of the required equipment specifications and evidence of payment.

Maximum rebate amounts are as follows:

- **Forklift Equipment** – up to \$2,500 (owned forklifts) or \$1,250 (leased forklifts).
- **Electric-Standby TRU Equipment** – up to \$1,600 per TRU port
- **Truck Stop Electrification Equipment** – up to \$2,300 per connection or pedestal

Customers may receive only one incentive per Measure. Should the interest in the program exceed the available incentives at any time, first preference for participation shall be given to customers who agree to incorporate suitable technology that allows for remote monitoring of equipment usage. Additional criteria upon which the Company will prioritize the distribution of incentives shall include:

- The Applicant's willingness to transition their facilities to the Time of Use rate schedules;
- Location in economically challenged areas in the Company's service territory;
- Lower (relative to other participants applying at the same time) estimated distribution system reinforcement expenditures required to accommodate the installation of chargers.

**WAITING LIST**

If a customer wishes to enroll after the Company has exhausted program funding, the customer may elect to be placed on a waiting list. The Company will maintain records related to the waiting list until the conclusion of the Program's term.

**PROGRAM PROVISIONS AND SPECIAL TERMS**

1. Customers applying for the Non-Road Electrification Pilot Program must have and maintain an account that is not more than 60 days delinquent or in default at the time of application.
2. Participants waive all rights to any retrospective billing reductions arising from a claim that the Participant's service would be or would have been at a lower cost had it not participated in the Non-Road Electrification Pilot Program for any period of time.

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DEMAND RESPONSE AND VEHICLE TO GRID PILOT RATES

SCHEDULE EVDR

**On-Road EV Pilot Program Consumption Management Credits**

**AVAILABILITY:**

Schedule EVDR is available to customers participating in the Company's Residential Smart Charge Pilot Program (tariff schedule RG-SCPP), Commercial Electrification Pilot Program (tariff schedule CEPP) and Electric School Bus Pilot Program (tariff schedule ESBPP).

**ADDITIONAL PROGRAM PARTICIPANT EVENT MANAGEMENT INCENTIVES:**

Demand Response Event Rate: bill credit of \$1 per one hour of each DR event, to the maximum of four (4) hours per event and 10 events per year. Subject to compliance verification based on the time-based charger data.

V2G Event Rate: bill credit of \$0.25 / kWh fed back into the grid during the specific times communicated by the Company and verified through charger data consumption.

**DISBURSEMENT:**

Eligible amounts will be disbursed to participants in the next scheduled billing cycle. The disbursements will take a shape of bill credits. The credits shall not apply to any previous amounts owed.

**CONDITIONS OF SERVICE:**

1. The Demand Response (DR) and Vehicle to Grid Charging (V2G) events participation in which is eligible for reimbursement under this schedule must be called by the Company and communicated to the eligible participants.
2. The Company may verify event participation.

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

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For ALL TERRITORY

SPECIAL OR EXCESS FACILITIES  
RIDER XC

APPLICATION:

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

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

SPECIAL OR EXCESS FACILITIES:

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

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

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

X-RAY EQUIPMENT:

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

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For ALL TERRITORY

INTERRUPTIBLE SERVICE  
RIDER IR

APPLICATION:

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

PURPOSE:

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

TERM OF CONTRACT:

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

CURTAILMENT YEAR:

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

CURTAILMENT HOURS:

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

CURTAILMENT LIMITS:

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

CURTAILMENT NOTIFICATION:

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

CURTAILMENT EVENT:

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

NEED FOR CURTAILMENT:

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

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For ALL TERRITORY

INTERRUPTIBLE SERVICE  
RIDER IR

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

DETERMINATION OF DEMANDS

CUSTOMER PEAK DEMANDS:

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

FIRM POWER LEVEL:

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

INTERRUPTIBLE DEMAND:

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

PEAK DEMAND MODIFICATIONS:

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

FIRM POWER LEVEL MODIFICATION:

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

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For ALL TERRITORY

<p style="text-align: center;">INTERRUPTIBLE SERVICE RIDER IR</p>
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**BILLING DEMAND:**

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

**CUSTOMER COMPENSATION:**

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

**PROGRAM PARTICIPATION PAYMENTS:**

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

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

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

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

**PENALTIES:**

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

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

INTERRUPTIBLE SERVICE  
RIDER IR

**TEST CURTAILMENT:**

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

**CURTAILMENT CANCELLATION:**

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

**SPECIAL CONDITIONS OF SERVICE:**

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

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For ALL TERRITORY

INTERRUPTIBLE SERVICE  
RIDER IR

NON-ANNUAL CONTRACT INTERRUPTIBLE CREDITS:

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

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

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For ALL TERRITORY

VOLUNTARY INTERRUPTIBLE SERVICE  
RIDER VIR

**AVAILABILITY:**

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

**CUSTOMER COMPENSATION:**

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

**INTERRUPTIBLE DEMAND DETERMINATION:**

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

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For ALL TERRITORY

AVERAGE PAYMENT PLAN  
RIDER AP

APPLICATION:

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

PLAN:

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

TERMINATION OF PLAN PARTICIPATION:

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

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

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

P.S.C. Mo. No. 6 Sec. 4 3rd Revised Sheet No. 6

Canceling P.S.C. Mo. No. 6 Sec. 4 2nd Revised Sheet No. 6

For ALL TERRITORY

COGENERATION PURCHASE RATE  
SCHEDULE CP

AVAILABILITY:

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

PURCHASE RATE:

Summer Season, per kWh.....	\$	0.0331
Winter Season, per kWh.....		0.0330

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

CONDITIONS OF SERVICE:

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

FILED - Missouri Public Service Commission - 02/14/2025 - JE-2025-0111



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

P.S.C. Mo. No. 6 Sec. 4 1 Revised Sheet No. 7  
 Cancelling P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 7  
 For ALL TERRITORY

RENEWABLE ENERGY PURCHASE PROGRAM  
 SCHEDULE REP

PURPOSE:

The purpose of this REP Schedule ("Schedule") is to offer non-residential customers the opportunity to offset the carbon emissions of up to 100% of their electricity consumption through the purchase of renewable energy certificates ("RECs"). Except as otherwise provided herein, all RECs provided under this schedule will be associated with the renewable energy production of the Kings Point, North Fork Ridge, and Neosho Ridge wind facilities owned by the Company ("Wind Facilities").

AVAILABILITY:

This Schedule is available to any customer currently served on one of the following rate schedules and who purchases their electricity from the Company:

<u>Service</u>	<u>Rate Schedules</u>
Small General Service	NS-GS, TC-GS, TP-GS
Large General Service	NS-LG, TC-LG
Small Primary Service	NS-SP, TC-SP
Large Power Service	LP

Participation in this Schedule is limited to a maximum of 15% of the RECs expected from the Wind Facilities. If the total annual enrolled consumption of customers participating in this Schedule equals or exceeds the RECs available for purchase under this Schedule, this Schedule will be closed to new participants. The Company will provide an annual review of the demand and availability of RECs under this schedule and adjust the availability of RECs under this schedule accordingly. In an event, outside of the Company's control, that insufficient RECs are unavailable in a calendar year to meet the annual requirements of agreements under this schedule, the Company will provide replacement RECs from an equivalent alternative source. In the event a permanent change in available RECs, the Company will initiate a modification or cancellation of this Schedule and the associated Renewable Energy Purchase Agreements.

Each REC purchased is the equivalent of 1,000 kWh of electricity consumption. A customer may purchase RECs, in whole increments, equivalent to a percentage of their total monthly billed consumption. A customer may only purchase RECs in increments of 25%, 50%, 75%, or 100% of their total electricity consumption.

All RECs purchased through this Schedule will be retired by the Company on the customer's behalf. The Company will provide an annual attestation to each participant of all RECs retired on that customer's behalf. Such attestation will be provided to participants by February 1 and will reflect all RECs retired on the customers behalf during the previous calendar year.

RATE:

A customer taking service under this Schedule will be responsible for all charges and rates specified in the customer's otherwise applicable rate schedule. All terms and conditions of the otherwise applicable rate schedule, including payment terms, must be adhered to.

The rate will be updated on an annual basis. The rate for the RECs supplied under this Schedule will be calculated as the average weighted price for the Company's REC sales for the previous calendar year, beginning 12-months ending December 31, 2021. Subsequent and updated REC rates will be submitted as revisions to this Schedule by February 1<sup>st</sup> each year and shall become effective upon approval with the first billing cycle in April.

DATE OF ISSUE May 2, 2022 DATE EFFECTIVE June 1, 2022

ISSUED BY Charlotte Emery, Director Rates and Regulatory Affairs, Joplin, MO

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

P.S.C. Mo. No. 6 Sec. 4 5th Revised Sheet No. 7a

Cancelling P.S.C. Mo. No. 6 Sec. 4 4th Revised Sheet No. 7a

For ALL TERRITORY

RENEWABLE ENERGY PURCHASE PROGRAM SCHEDULE REP
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REC Rate per 1,000 kWh

\$2.73

On a quarterly basis, the Company shall perform a review of the previous three months' average weighted price ("Quarterly Review") for the Company's REC sales to the schedule's REC Rate. If the REC Rate is outside a five percent threshold as compared to the Quarterly Review, the REC Rate will be recalculated as the weighted average price for the most recent 12-month ending period. This updated REC Rate shall become effective with the first billing cycle of the following month.

Proceeds from the sale of RECs, net of any transaction costs, will be credited to customers through the Company's fuel adjustment clause rider.

SPECIAL TERMS AND PROVISIONS:

1. A customer must execute a REP service agreement which provides for the purchase of RECs associated with the Wind Facilities. The customer will be responsible for all the costs associated with such agreement up to a specified electricity percentage not to exceed the customer's total electricity consumption.
2. In an event, outside of the Company's control, that insufficient RECs are produced by the Wind Facilities in a calendar year to meet the annual requirements of agreements under this schedule, the Company will provide replacement RECs from an equivalent alternative source. In the event a permanent change in available RECs through the Wind Facilities, the Company will initiate a modification or cancellation of this Schedule and the associated Renewable Energy Purchase Agreements.
3. The term of the REP service agreement is a minimum of one year. The REP service agreement shall be automatically renewed at the end of each term unless termination of the agreement is requested with at least 30 days' written notice from the customer. In the event this schedule is no longer effective, the REP service agreement will be terminated.
4. A new or existing customer taking service from the eligible rate schedules ("eligible accounts") with multiple eligible accounts may aggregate any – up to all – of its eligible accounts under a single REP service agreement with the Company.
5. New or existing customers belonging to the eligible rate schedules will not be allowed to aggregate with other customers under a single REP service agreement.

DATE OF ISSUE January 29, 2025

DATE EFFECTIVE April 1, 2025

ISSUED BY Charlotte Emery, Director Rates and Regulatory Affairs, Joplin, MO

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

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

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

For ALL TERRITORY

RENEWABLE ENERGY PURCHASE PROGRAM  
SCHEDULE REP

**Renewable Energy Purchase Agreement**

This Renewable Energy Purchase Agreement (this "Agreement") is made and entered into as of \_\_\_\_\_, 20\_\_ by and between The Empire District Electric Company d/b/a Liberty ("Liberty"), whose mailing address is 602 S. Joplin Avenue, Joplin, MO 64802, and the Customer identified as follows ("Customer").

Customer Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

Service Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

WITNESSETH:

WHEREAS, The Company desires to sell and the Customer desires to purchase Renewable Energy Certificates ("RECs") representing the renewable attributes of wind energy generated at one or more of the Company's Neosho Ridge, Kings Point, or North Fork Ridge wind facilities ("Wind Facilities").

NOW THEREFORE, the Company and the Customer mutually agree as follows:

1. The Customer acknowledges and agrees that all the Special Terms and Provisions of Schedule REP and the General Terms and Conditions of the Company's tariff apply to participation in Liberty's Renewable Energy Purchase Program.
2. Subscription Level. The Customer agrees to purchase RECs equivalent to 25 / 50 / 75 / 100 (select one) percent of the Customer's monthly consumption. Each REC shall represent 1,000 kWh of electric energy.
3. The Company agrees to retire RECs purchased under this agreement on the Customer's behalf. The Company shall provide, by February 1st each year, an attestation of RECs retired on the Customer's behalf during the previous calendar year.
4. The Participant shall pay the effective REC Rate per 1,000 kWh as per Schedule REP for each REC purchased under this agreement.
5. The initial term of this Agreement is for ONE YEAR. The Agreement shall be automatically renewed at the end of each term unless termination of the Agreement is requested with at least 30 days' written notice from the Customer to the Company. In the event the REP schedule is no longer effective, this agreement will terminate.

**Liberty:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Participant:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

DATE OF ISSUE May 2, 2022

DATE EFFECTIVE June 1, 2022

ISSUED BY Charlotte Emery, Director Rates and Regulatory Affairs, Joplin, MO

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

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

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

For ALL TERRITORY

PROMOTIONAL PRACTICES  
SCHEDULE PRO

A. Dealer Cooperative Advertising

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

B. Unregulated Competition Waivers

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

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

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

<p align="center"><b>PROMOTIONAL PRACTICES SCHEDULE PRO</b></p>
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**C. Custom Commercial and Industrial ("C&I") Rebate Program****APPLICATION:**

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

**DEFINITIONS:**

*Administrator* – The Company will administer the program.

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

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

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

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

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

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

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

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

**AVAILABILITY:**

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

**TERMS & CONDITIONS:**

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

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 YE-2021-0041

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

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

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

For ALL TERRITORY

PROMOTIONAL PRACTICES  
SCHEDULE PRO

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

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

PROGRAM FUNDING:

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

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

<p align="center"><b>PROMOTIONAL PRACTICES SCHEDULE PRO</b></p>
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**E. Weatherization Program****APPLICATION:**

The Residential Weatherization Program (Program) is designed to provide energy education and weatherization assistance, primarily for lower income customers. This Program is intended to assist customers through conservation, education and weatherization in reducing their use of energy and to reduce the level of bad debts experienced by The Empire District Electric Company (Company). The Company's participation in such financial incentives is limited to the funds allocated for that purpose and approved by the Missouri Public Service Commission (Commission) in Case No. ER-2014-0351.

**ADMINISTRATION:**

The program will be administered by the Economic Security Corporation, the Ozark Area Community Action Corporation and the West Central Missouri Community Action Agency, also known in this tariff as Social Agencies, in accordance to an established formula. This formula, calculated by Missouri Department of Economic Development, Division of Energy (DED-DE), allocates the dollars between the Social Agencies based on the total Empire accounts enrolled with Social Agency and the percentage of households in poverty within the Social Agency's service region. The formula is: (% of total Empire accounts by Social Agency times ½ of the annual funds available to the Social Agencies) plus (% of estimated poverty households accounts by Social Agency times ½ of the annual funds available to the Social Agencies).

**TERMS & CONDITIONS:**

1. The program will offer grants for weatherization services to eligible customers. Customer eligibility will be determined by federal low income weatherization assistance program guidelines published by the U.S. Department of Energy (USDOE). . The program will be primarily directed to lower income customers.
2. The total amount of grants offered to a customer will be determined by the federal low income weatherization assistance program guidelines. These funds will focus on measures that reduce electricity usage associated with electric heat, air conditioning, refrigeration, lighting, etc.
3. Program funds made available to the Social Agencies cannot be used for administrative costs except those incurred by the Social Agencies that are directly related to qualifying and assisting customers under this program. The amount of reimbursable administrative costs per participating household shall not exceed 15% of the total expenditures for each participating household.
4. Social Agencies and Company agree to consult with Staff, the Office of the Public Counsel, DED-DE, and other members of the DSM advisory group during the term of the Program.
5. This Program will continue from the effective date of this tariff, unless otherwise ordered by the Commission. With the assistance of Social Agencies, the Company shall submit a report on the Program to the DSM advisory group on or before April 16, 2016 and on the same date for each succeeding year in which the Program continues. Each report will address the progress of the Program, and provide an accounting of the funds received and spent on the Program during the preceding calendar year. The report will include the following information with breakdowns for each of the participating social agencies:
  - a. Program funds provided by Company.
  - b. Amount of Program funds, if any, rolled over from previous year.
  - c. Amount of administrative funds retained by the social agency.
  - d. Number of weatherization jobs completed and total cost (excluding administrative funds) of jobs completed.
  - e. Number of weatherization jobs "in progress" at the end of the calendar year.
  - f. Number, type and total cost of baseload measures (non-heating) installed.

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

**PROGRAM FUNDING:**

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

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

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

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

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

For ALL TERRITORY

PROMOTIONAL PRACTICES  
SCHEDULE PRO

F. Income-Eligible Multi-Family Direct Install Program

APPLICATION:

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

DEFINITIONS:

*Administrator:* The Company will administer the Program.

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

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

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

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

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

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

AVAILABILITY:

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

TERMS & CONDITIONS:

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

PROGRAM FUNDING:

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

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For ALL TERRITORY

PROMOTIONAL PRACTICES SCHEDULE PRO
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**G. Multi-Family Direct Install Program****APPLICATION:**

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

**DEFINITIONS:**

*Administrator:* The Company will administer the Program.

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

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

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

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

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

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

**AVAILABILITY:**

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

**TERMS & CONDITIONS:**

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

**PROGRAM FUNDING:**

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

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YE-2021-0041

For ALL TERRITORY

<p align="center"><b>PROMOTIONAL PRACTICES SCHEDULE PRO</b></p>
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**H. Heating, Ventilation, and Air Conditioning ("HVAC") Rebate Program****APPLICATION:**

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

**DEFINITIONS:**

*Administrator:* The Company will administer the Program.

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

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

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

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

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

**AVAILABILITY:**

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

**TERMS & CONDITIONS:**

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

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

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

**PROGRAM FUNDING:**

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

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

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

For ALL TERRITORY

PROMOTIONAL PRACTICES SCHEDULE PRO
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## PROGRAM PORTFOLIO INFORMATION

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

## Program Budgets:

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

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

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

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

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

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

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

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

## Annual Energy Savings Targets (kWh):

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

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

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

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

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

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

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

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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

<p align="center"><b>NET METERING RIDER</b> <b>RIDER NM</b></p>
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**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.....	\$	0.0331
Winter Season, per kWh.....	\$	0.0330

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.

DATE OF ISSUE January 15, 2025DATE EFFECTIVE February 14, 2025

ISSUED BY Charlotte Emery, Sr. 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. 14

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

For ALL TERRITORY

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

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

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

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

For ALL TERRITORY

NET METERING RIDER  
RIDER NM

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

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

**For Customers Applying for Interconnection:**

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

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

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

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

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

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

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

P.S.C. Mo. No. 6 Sec. 4 1st Revised Sheet No. 15a

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

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. In order to receive a rebate of \$0.25 per watt, all solar rebate applications must be received and completed prior to August 6, 2023 and operational before December 31, 2023.

\$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.

**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 TERRITORYNET 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 &amp; 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

<p align="center"><b>NET METERING RIDER</b> <b>RIDER NM</b></p>
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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;

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

**6) Terms and Termination Rights**

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

**7) Transfer of Ownership**

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

**8) Dispute Resolution**

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



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

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

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

For ALL TERRITORY

NET METERING RIDER  
RIDER NM

**9) Testing Requirement**

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

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

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

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

Note: Must be name and signature of Empire Account Holder

**E. Electrical Inspection**

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

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

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

**Applicable to all installations:**

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

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

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

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

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

**F. Customer-Generator Acknowledgement**

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

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

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

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

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

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

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

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

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

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

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

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DATE EFFECTIVE September 16, 2020

FILED

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

Missouri Public  
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YE-2021-0041

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

P.S.C. Mo. No. 6 Sec. 4 1st Revised Sheet No. 16d

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

For ALL TERRITORY

NET METERING RIDER  
RIDER NM

RESERVED FOR FUTURE USE

FILED - Missouri Public Service Commission - 08/06/2023 - ET-2023-0197 - JE-2024-0002

DATE OF ISSUE July 7, 2023 DATE EFFECTIVE August 6, 2023  
ISSUED BY Charlotte Emery, Sr Director Rates and Regulatory Affairs, Joplin, MO



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

P.S.C. Mo. No. 6 Sec. 4 1st Revised Sheet No. 16e

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

For ALL TERRITORY

NET METERING RIDER RIDER NM
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RESERVED FOR FUTURE USE

FILED - Missouri Public Service Commission - 08/06/2023 - ET-2023-0197 - JE-2024-0002

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

P.S.C. Mo. No. 6 Sec. 4 1st Revised Sheet No. 16f

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

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 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, OR EMAIL THE NET  
METERING DEPARTMENT**

DATE OF ISSUE July 7, 2023 DATE EFFECTIVE August 6, 2023  
ISSUED BY Charlotte Emery, Sr Director, Rates and Regulatory Affairs, Joplin, MO

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

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

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

For ALL TERRITORY

**FUEL & PURCHASE POWER ADJUSTMENT CLAUSE  
RIDER FAC**

For service on and after September 14, 2016 and prior to 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:

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

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

**DEFINITIONS**

**ACCUMULATION PERIOD:**

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

**RECOVERY PERIOD:**

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

**BASE ENERGY COST:**

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

**BASE FACTOR (“BF”):**

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

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

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

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

For ALL TERRITORY

FUEL & PURCHASE POWER ADJUSTMENT CLAUSE  
RIDER FAC

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

APPLICATION

FUEL & PURCHASE POWER ADJUSTMENT

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

Where:

FC = Fuel Costs Incurred to Support Sales:

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

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

PP = Purchased Power Costs:

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

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

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

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

For ALL TERRITORY

FUEL & PURCHASE POWER ADJUSTMENT CLAUSE  
RIDER FAC

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

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

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

B. Non-SPP costs or revenue as follows:

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

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

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

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FUEL & PURCHASE POWER ADJUSTMENT CLAUSE  
RIDER FAC

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

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

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

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

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

For ALL TERRITORY

FUEL & PURCHASE POWER ADJUSTMENT CLAUSE  
RIDER FAC

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

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

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

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

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

For ALL TERRITORY

FUEL & PURCHASE POWER ADJUSTMENT CLAUSE  
RIDER FAC

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

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

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

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

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

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

**HEDGING COSTS:**

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

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

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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 14, 2016 and prior to September 16, 2020

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

B = Net base energy cost is calculated as follows:

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

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

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

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

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

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

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

FUEL ADJUSTMENT RATE

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

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

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

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

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

For ALL TERRITORY

FUEL & PURCHASE POWER ADJUSTMENT CLAUSE  
RIDER FAC

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

Where:

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

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

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

PRUDENCE REVIEW

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

TRUE-UP OF FPA

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

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

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

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

For ALL TERRITORY

FUEL & PURCHASE POWER ADJUSTMENT CLAUSE  
RIDER FAC

For service on and after December 1, 2019 and prior to September 16, 2020

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

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

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

For ALL TERRITORY

FUEL & PURCHASE POWER ADJUSTMENT CLAUSE  
RIDER FAC  
For service on and after June 1, 2022

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

**Accumulation Periods**

September–February  
March–August

**Filing Dates**

By April 1  
By October 1

**Recovery Periods**

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.  $BF = \$0.00870$  per kWh for each accumulation period.

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

P.S.C. Mo. No. 6 Sec. 4 1st Revised Sheet No. 17j

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

For ALL TERRITORY

FUEL & PURCHASE POWER ADJUSTMENT CLAUSE  
RIDER FAC  
For service on and after June 1, 2022

APPLICATION

FUEL & PURCHASE POWER ADJUSTMENT

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

Where:

FC = Fuel costs, excluding decommissioning and retirement costs, incurred to support sales and revenues associated with the Company's in-service generating plants, consisting of the following:

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 1) all charges under Southwest Power Pool ("SPP") Schedules 1a and 12, and 2) amounts associated with energy purchased from the SPP market to serve research and development projects of the Company. Such costs include:

THE EMPIRE DISTRICT ELECTRIC COMPANY

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For ALL TERRITORY

FUEL & PURCHASE POWER ADJUSTMENT CLAUSE  
RIDER FAC

For service on and after June 1, 2022

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;
- ix. Combined Interest Resource Adjustments;
- x. Ramp Products; and
- xi. 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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THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 4 1st Revised Sheet No. 171

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

For ALL TERRITORY

FUEL & PURCHASE POWER ADJUSTMENT CLAUSE

RIDER FAC

For service on and after June 1, 2022

- A. Nineteen point three nine percent (19.39%) 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.

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

P.S.C. Mo. No. 6 Sec. 4 1st Revised Sheet No. 17m

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

For ALL TERRITORY

FUEL & PURCHASE POWER ADJUSTMENT CLAUSE  
RIDER FAC

For service on and after June 1, 2022

Reserved for Future Use

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For ALL TERRITORY

FUEL & PURCHASE POWER ADJUSTMENT CLAUSE  
RIDER FAC  
For service on and after June 1, 2022

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 with the exception of the revenue received net of cost from the sale of energy to the Southwest Missouri Power Electric Pool for service from the effective date of new rates in ER-2021-0312 through May 31, 2025):

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.

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.

**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.

P.S.C. Mo. No. 6 Sec. 4 1st Revised Sheet No. 17o

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

For ALL TERRITORY

FUEL & PURCHASE POWER ADJUSTMENT CLAUSE  
RIDER FAC  
For service on and after June 1, 2022

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.

B = Net base energy cost is calculated as follows:

$$B = (S_{AP} * \$0.00870)$$

$S_{AP}$  = Actual net system input ("NSI), excluding the energy used by Company research and development projects, 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 the voltage adjustment factors ("VAF") of 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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Canceling P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 17p

For ALL TERRITORY

FUEL & PURCHASE POWER ADJUSTMENT CLAUSE  
RIDER FAC  
For service on and after June 1, 2022

Where:

$S_{RP}$  = Forecasted Missouri NSI kWh for the recovery period excluding energy projected to be used by Company research and development projects.

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

Where Forecasted total system NSI includes kWh sales to municipalities that are associated with Empire and excludes off-system sales and energy projected to be used by Company research and development projects.

#### 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.

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

P.S.C. Mo. No. 6 Sec. 4 10th Revised Sheet No. 17qCanceling P.S.C. Mo. No. 6 Sec. 4 9th Revised Sheet No. 17qFor ALL TERRITORY

## FUEL &amp; PURCHASE POWER ADJUSTMENT CLAUSE

## RIDER FAC

For service on and after June 1, 2025

	Accumulation Period Ending		February 28
1	Total Energy Cost (TEC) = (FC + PP + E – OSSR - REC)		35,485,996
2	Net Base Energy Cost (B)	-	22,535,784
	2.1 Base Factor (BF)		0.00870
	2.2 Accumulation Period NSI (S <sub>AP</sub> )		2,590,320,000
3	(TEC-B)		12,950,212
4	Missouri Energy Ratio (J)		88.27 <sup>1</sup>
5	Sum of Monthly (TEC - B) * J		11,514,709 <sup>2</sup>
6	Fuel Cost Recovery	*	95.00%
7	Sum of Monthly (TEC - B) * J * 0.95		10,938,974
8	Deferred Amount		0
9	True-Up Amount (T)	+	1,320,509
10	Prudence Adjustment Amount (P)	+	0
11	Interest (I)	+	285,434
12	Fuel and Purchased Power Adjustment (FPA)	=	12,544,917
13	Forecasted Missouri NSI (S <sub>RP</sub> )	÷	2,355,851,039
14	Current Period Fuel Adjustment Rate (FAR)	=	0.00533
15	Current Period FAR <sub>PRIM</sub> = FAR x VAF <sub>PRIM</sub>		0.00555
16	Current Period FAR <sub>SEC</sub> = FAR x VAF <sub>SEC</sub>		0.00566
17	VAF <sub>PRIM</sub> = 1.0429		1.0429
18	VAF <sub>SEC</sub> = 1.0625		1.0625

<sup>1</sup>The Missouri Energy Ratio (J), on line 4, is calculated by dividing the Missouri retail kWh sales by the Total system kWh sales for the current accumulation period as specified by the tariff.

<sup>2</sup>The (TEC-B)\*J, on line 5, is calculated by taking the sum of (TEC-B)\*J for each month of the accumulation period. Therefore, because each month is weighted differently, the amount on line 5 will not necessarily equal the product of lines three and four.

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

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

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

For ALL TERRITORYOPTIONAL TIME OF USE ADJUSTMENT  
RIDER OTOU

## AVAILABILITY:

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

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

Availability is limited to the following:

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

## CUSTOMER CHARGE ADJUSTMENTS:

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

## ENERGY ADJUSTMENT PER kWh:

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

Adjustments are in addition to the current rate schedule prices.

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

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

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

For ALL TERRITORY

OPTIONAL TIME OF USE ADJUSTMENT RIDER OTOU
-----------------------------------------------

**BILLING PERIODS:**

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

**SPECIAL RULES:**

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

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

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

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

For ALL TERRITORY

EMPIRE'S ACTION TO SUPPORT THE ELDERLY  
RIDER EASE

APPLICATION:

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

PLAN:

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

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For ALL TERRITORY

<p style="text-align: center;">DEMAND-SIDE INVESTMENT MECHANISM RIDER SCHEDULE DSIM For MEEIA Cycle 1 Plan</p>
------------------------------------------------------------------------------------------------------------------------

**APPLICABILITY**

This rider is applicable to all non-lighting kilowatt-hours (kWh) of energy supplied to customers under the Company's retail rate schedules, excluding kWh of energy supplied to "opt-out" customers. The Demand Side Investment Mechanism (DSIM) Rider will be calculated and applied separately to the following rate classes: (1) Residential Service (NS-RG, TC-RG, TP-RG) and (2) non-Residential Service, which includes: (a) Small General Service (NS-GS, TC-GS and TP-GS), (b) Large General Service (NS-LG and TC-LG), (c) Small Primary Service (NS-SP and TC-SP), (d) Large Power Service (LP) and (e) Transmission Service (TS).

Charges in this DSIM Rider reflect costs associated with implementation of the Missouri Energy Efficiency Investment Act (MEEIA) Cycle 1 Plan and any remaining unrecovered costs from prior MEEIA Cycle Plans or other approved energy efficiency plans. Those costs include:

- 1) Program Costs, Throughput Disincentive (TD), and Earnings Opportunity Award (EO) (if any) for the MEEIA Cycle 1 Plan, as well as Program Costs, TD and EO for commission approved business program projects completed for prior MEEIA Cycle Plans and any earned Earnings Opportunity earned (and ordered) attributable to prior MEEIA Cycle Plans.
- 2) Reconciliations, with interest, to true-up for differences between the revenues billed under this DSIM Rider and total actual monthly amounts for:
  - i. Program Costs incurred in Cycle 1 and/or remaining unrecovered amounts for prior MEEIA Cycle Plans or other approved energy efficiency plans.
  - ii. TD incurred in Cycle 1, and/or remaining unrecovered amounts for prior MEEIA Cycle Plans.
  - iii. Amortization of any Earnings Opportunity Award (EO) ordered by the Missouri Public Service Commission (Commission), and/or remaining true-ups or unrecovered amounts for prior MEEIA Cycle Plans.
- 3) Any Ordered Adjustments. Charges under this DSIM Rider shall continue after the anticipated 12-month plan period of MEEIA Cycle 1 until such time as the costs described in items 1) and 2) above have been billed.

Charges arising from the MEEIA Cycle 1 Plan that are the subject of this DSIM Rider shall be reflected in one "DSIM Charge" on customers' bills in combination with any charges arising from a rider that is applicable to post-MEEIA Cycle 1 Plan demand-side management programs approved under the MEEIA. This will include any unrecovered amounts for Program Costs, unrecovered TD from prior MEEIA Cycle Plans, and any Earnings Opportunity, etc. earned / remaining from prior MEEIA Cycle Plans.

**DEFINITIONS**

As used in this DSIM Rider, the following definitions shall apply:

"Cycle 1 Earnings Opportunity" (EO) means the annual incentive ordered by the Commission based on actual spending, participation targets and additional metrics defined in the EO table, Appendix F to Exhibit KD-1. The Company's EO will be \$369,289 if 100% achievement of the planned targets are met. EO is capped at \$ 480,076. Potential Earnings Opportunity adjustments are described on Sheet No. 1. The Earnings Opportunity Matrix outlining the payout rates, weightings, and caps can be found at Sheet No. 1.



For ALL TERRITORY

<p style="text-align: center;">DEMAND-SIDE INVESTMENT MECHANISM RIDER SCHEDULE DSIM For MEEIA Cycle 1 Plan</p>
------------------------------------------------------------------------------------------------------------------------

"Deemed Savings Table" means a list of Measures derived from the Company's TRM or cost effectiveness analysis that quantifies gross energy and demand savings associated with Company-specific Measure parameters where available, as outlined in Appendix B to the MEEIA Cycle 1 Plan.

"Effective Period" (EP) means the billing months for which the approved DSIM is to be effective, i.e., the 12 billing months beginning with the January billing month of 2024 and ending with the December billing month of 2024.

"Evaluation Measurement & Verification" (EM&V) means the performance of studies and activities intended to evaluate the process of the Company's Program delivery and oversight and to estimate and/or verify the estimated actual energy and demand savings, cost effectiveness, and other effects from demand-side Programs.

"Incentive" means any consideration provided by the Company, including, but not limited to, buy downs, markdowns, rebates, bill credits, payments to third parties, direct installation, giveaways, and education, which encourages the adoption of Program Measures.

"Measure" means the Energy Efficiency measures described for each program in the Appendix C to the MEEIA Cycle 1 Plan.

"MEEIA Cycle 1 Plan" consists of the demand-side programs and the DSIM described in the MEEIA Cycle 1 Filing, which became effective following Commission order and approval of the MEEIA Cycle 1 Plan under EO-2022-0078.

"Programs" means MEEIA Cycle 1 programs listed in Tariff Sheet Nos. 27 through 27I and added in accordance with the Commission's rule 20 CSR 4240-20.094(4).

"Program Costs" means any prudently incurred program expenditures, including such items as program planning, program design; administration; delivery; end-use measures and incentive payments; advertising expense; evaluation, measurement, and verification; market potential studies; and work on a statewide technical resource manual.

"Short-Term Borrowing Rate" means a rate equal to the weighted average interest paid on the Company's short-term debt during the month.

"Throughput Disincentive" (TD) means the utility's lost margins associated with the successful implementation of the MEEIA programs. The detailed methodology for calculating the TD is described beginning in Tariff Sheet No.21c.

"TRM" means the Technical Resource Manuals utilized to estimate the savings for the measures included in the DSM portfolio.

### **DETERMINATION OF DSIM RATES**

The DSIM during the applicable EP is a dollar per kWh rate for each applicable Service Classification calculated as follows:

For ALL TERRITORY

<p style="text-align: center;">DEMAND-SIDE INVESTMENT MECHANISM RIDER SCHEDULE DSIM For MEEIA Cycle 1 Plan</p>
------------------------------------------------------------------------------------------------------------------------

$$DSIM = [NPC + NTD + NEO + NOA] / PE$$

Where:

NPC = Net Program Costs for the applicable EP as defined below,

$$NPC = PPC + PCR$$

PPC = Projected Program Costs is an amount equal to Program Costs projected by the Company to be incurred during the applicable EP.

PCR = Program Costs Reconciliation is equal to the cumulative difference, if any, between the NPC revenues billed resulting from the application of the DSIM through the end of the previous EP and the actual Program Costs incurred through the end of the previous EP (which will reflect projections through the end of the previous EP due to timing of adjustments). Such amounts shall include monthly interest on cumulative over- or under-balances at the Company's monthly Short-Term Borrowing Rate.

NTD = Net Throughput Disincentive for the applicable EP as defined below,

$$NTD = PTD + TDR$$

PTD = Projected Throughput Disincentive is the Company's TD projected by the Company to be incurred during the applicable EP. For the detailed method for calculating the TD, see The MEEIA Cycle 1 Plan.

TDR = Throughput Disincentive Reconciliation is equal to the cumulative difference, if any, between the NTD revenues billed during the previous EP resulting from the application of the DSIM and the Company's TD through the end of the previous EP calculated pursuant to the MEEIA Cycle 1 application, as applicable (which will reflect projections through the end of the previous EP due to timing of adjustments). Such amounts shall include monthly interest on cumulative over- or under- balances at the Company's monthly Short-Term Borrowing Rate.

NEO = Net Earnings Opportunity for the applicable EP as defined below,

$$NEO = EO + EOR$$

EO = Earnings Opportunity is equal to the Earnings Opportunity Award monthly amortization multiplied by the number of billing months in the applicable EP, plus the succeeding EP. MEEIA Cycle 1 monthly amortization shall be determined by dividing the Earnings Opportunity Award by the number of billing months from the billing month of the first DSIM after the determination of the annual Earnings Opportunity Award and 12 calendar months following that first billing month.

EOR = Earnings Opportunity Reconciliation is equal to the cumulative difference, if any, between the NEO revenues billed during the previous EP resulting from the application of the DSIM and the monthly amortization of the EO Award through the end of the previous EP (which will reflect projections through the end of the previous EP due to timing of adjustments). Such amounts shall include monthly interest on cumulative over- or under- balances at the Company's monthly Short-Term Borrowing Rate.

January 1, 2025

For ALL TERRITORY

<p style="text-align: center;">DEMAND-SIDE INVESTMENT MECHANISM RIDER SCHEDULE DSIM For MEEIA Cycle 1 Plan</p>
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NOA = Net Ordered Adjustment for the applicable EP as defined below,

$$NOA = OA + OAR$$

OA = Ordered Adjustment is the amount of any adjustment to the DSIM ordered by the Commission as a result of prudence reviews and/or corrections under this Rider DSIM. Such amounts shall include monthly interest at the Company's monthly short-term borrowing rate.

OAR = Ordered Adjustment Reconciliation is equal to the cumulative difference, if any, between the NOA revenues billed during the previous EP resulting from the application of the DSIM and the actual OA ordered by the Commission through the end of the previous EP (which will reflect projections through the end of the previous EP due to timing of adjustments). Such amounts shall include monthly interest on cumulative over- or under-balances at the Company's monthly Short-Term Borrowing Rate.

PE = Projected Energy, in kWh, forecasted to be delivered to the customers to which the Rider DSIM applies during the applicable EP.

The DSIM components and total DSIM applicable to the individual Service Classifications shall be rounded to the nearest \$0.00001.

Allocation of MEEIA Cycle 1 Program Costs, TD and EO for each rate schedule for the MEEIA Cycle 1 Plan will be allocated as outlined in EO-2022-0078.

This Rider DSIM shall not be applicable to customers that have satisfied the opt-out provisions contained in Section 393.1075.7, RSMo or the low-income exemption provisions described herein.

### **CALCULATION OF TD:**

Monthly Throughput Disincentive = the sum of the Throughput Disincentive Calculation for all programs applicable to (1) Residential Service (NS-RG, TC-RG, TP-RG); (2) Small General Service (NS-GS, TC-GS and TP-GS); (3) Large General Service (NS-LG and TC-LG); (4) Small Primary Service (NS-SP and TC-SP); (5) Large Power Service (LP); and (6) Transmission Service (TS).

The TD for each Service Classification shall be determined by the following formula:

$$TD = [MS \times TBR \times NTGF]$$

Where:

TD = Throughput Disincentive, in dollars, to be collected for a given month, for a given Service Classification.

MS = Monthly Savings, is the sum of all Programs' monthly savings, in kWh, for a given month, for a given Service Classification.

TBR = Tail Block Rate. Applicable monthly Tail Block Rate for each applicable Service Classification.

January 1, 2025

DATE OF ISSUE December 13, 2024

DATE EFFECTIVE

ISSUED BY Cindy Wilson, Director of Rates and Regulatory Affairs, JOPLIN, MO

~~January 12, 2025~~

FILED - Missouri Public Service Commission - 01/01/2025 - EO-2022-0078 - JE-2025-0094

For ALL TERRITORY

<p style="text-align: center;">DEMAND-SIDE INVESTMENT MECHANISM RIDER SCHEDULE DSIM For MEEIA Cycle 1 Plan</p>
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NTGF = Net-To-Gross Factor. For the EP, all TD calculations will assume a NTGF of 0.825 until such time as a NTGF is determined through EM&V for that EP. Thereafter, for each given EP, the NTGF determined through EM&V will be used prospectively starting with the month in which the Earnings Opportunity Award is determined.

MS = The sum of all Programs' Monthly Savings in kWh, for a given month, for a given class. The Monthly Savings in kWh for each Program shall be determined by the formula:

$$MS = (MAS_{CM} + CAS_{PM} - RB) \times LS + HER$$

RB = Rebasing Adjustment. The Rebasing Adjustment shall equal the CAS applicable as of the date used for the MEEIA normalization in any general rate case resulting in new rates becoming effective during the accrual and collection of TD\$ pursuant to MEEIA Cycle 1. In the event more than one general rate case resulting in new rates becoming effective during the accrual and collection of TD\$ pursuant to MEEIA Cycle 1, the Rebasing Adjustment shall include each and every prior Rebasing Adjustment calculation.

LS = Load Shape. The Load Shape is the monthly load shape percent for each program.

MC = Measure Count. Measure Count, for a given month, for a given class, for each measure is the number of each measure installed in the current calendar month.

ME = Measure Energy. Measure Energy will be determined as follows, for each Measure:

- i. For Measures not listed under those programs listed in Liberty's MEEIA Cycle 1 Plan, the ME is the annual total of normalized savings for each measure at customer meter per measure defined in the TRM or in the cost-effectiveness analysis.
- ii. For Measures in MEEIA Cycle 1 programs, the ME will be the annual value attributable to the installations reported monthly by the program implementer.

MAS = The sum of MC multiplied by ME for all measures in a program in the current calendar month.

CAS = Cumulative sum of MAS for each program for MEEIA Cycle 1.

CM = Current Calendar month

PM = Prior calendar month

HER = Monthly kWh savings for the Home Energy Reports and Income-Eligible Home Energy Reports programs measured and reported monthly by the program implementer.

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For ALL TERRITORY

<p style="text-align: center;">DEMAND-SIDE INVESTMENT MECHANISM RIDER SCHEDULE DSIM For MEEIA Cycle 1 Plan</p>
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**EARNINGS OPPORTUNITY AWARD DETERMINATION**

The MEEIA Cycle 1 EO Award shall be calculated using the matrix in the MEEIA Cycle 1 Plan. The cumulative EO will not go below \$0. The EO target at 100% is \$ \$369,289. The EO cannot go above \$480,076. The cap is based on current program levels. If Commission-approved new programs are added during the EP and any program plan extensions through 2024, the Company may seek Commission approval to have the targets for the cap of the EO scale proportionately to the spending and participation targets.

**FILING**

After the initial DSIM Rider rate adjustment filing, the Company shall make a DSIM Rider rate adjustment filing at least annually under the Term of this MEEIA Rider. DSIM Rider rate adjustment filings shall be made at least sixty (60) days prior to their effective dates.

**PRUDENCE REVIEWS**

A prudence review shall be conducted no less frequently than at twenty-four (24) month intervals in accordance with 20 CSR 4240-20.093(11). Any costs, which are determined by the Commission to have been imprudently incurred or incurred in violation of the terms of this DSIM Rider, shall be returned to customers through an adjustment in the next DSIM Rider rate adjustment filing and reflected in factor OA above.

**DISCONTINUING THE DSIM**

The Company reserves the right to discontinue the entire MEEIA Cycle 1 portfolio, if the Company determines that implementation of such programs is no longer reasonable due to changed factors or circumstances that have materially and negatively impacted the economic viability of such programs as determined by the Company, upon no less than thirty days' notice to the Commission. As a result of these changes, the Company may file to discontinue this DSIM. Similar to Program discontinuance, the Company would file a notice indicating that it is discontinuing the DSIM Rider. This notice would include a methodology for recovery of any unrecovered Program Costs and TD.

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

P.S.C. Mo. No. 6 Sec. 4 6th Revised Sheet No. 21f

Canceling P.S.C. Mo. No. 6 Sec. 4 5th Revised Sheet No. 21f

For ALL TERRITORY

DEMAND-SIDE INVESTMENT MECHANISM RIDER  
SCHEDULE DSIM  
For MEEIA Cycle 1 Plan

**DEMAND SIDE INVESTMENT MECHANISM CHARGE**

As approved in Commission Case No. EO-2022-0078 MEEIA Cycle 1 Filing.

**MEEIA DSIM Components**  
(MEEIA Cycle 1 Plan)

Service Class	NPC/PE (\$/kWh)	NTD/PE (\$/kWh)	NEO/PE (\$/kWh)	NOA/PE (\$/kWh)	Total DSIM (\$/kWh)
Residential Service	\$0.00051	\$0.00023	\$0.00006	-	\$0.00080
Non-Residential Service	\$0.00108	\$0.00075	\$0.00006	-	\$0.00189

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DATE OF ISSUE December 13, 2024

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January 1, 2025

ISSUED BY Cindy Wilson, Director of Rates and Regulatory Affairs, JOPLIN, MO

~~January 12, 2025~~

<p align="center"><b>ECONOMIC DEVELOPMENT RIDER</b> <b>SCHEDULE EDR</b></p>
---------------------------------------------------------------------------------

**Purpose:**

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

**Availability:**

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

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

**Applicability:**

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

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

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

Where:

PAE = Projected Annual Energy (kWh)

HRS = Hours in year (8760)

PCD = Projected Customer Non-coincident Demand

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

- a. The creation of seventy-five (75) or more new permanent full-time jobs;
2. The peak demand of the new or additional facility is reasonable projected to be at least three-hundred (300) kW within two years of the date the Customer first received service under this rider.

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

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

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

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

For ALL TERRITORY

ECONOMIC DEVELOPMENT RIDER  
SCHEDULE EDR

**Incentive Provisions:**

1. Revenue Determination:

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

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

2. Shifting of Existing Load:

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

**Termination:**

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

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

FILED  
Missouri Public  
Service Commission  
ER-2019-0374; EN-2021-0038;  
YE-2021-0041



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

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

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

For ALL TERRITORY

ECONOMIC DEVELOPMENT RIDER  
SCHEDULE EDR

**Form of Contract:**

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

Witnesseth:

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

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

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

The Company and Customer agree as follows:

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

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

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

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

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

FILED  
Missouri Public  
Service Commission  
ER-2019-0374; EN-2021-0038;  
YE-2021-0041

For ALL TERRITORY

<p align="center"><b>LIMITED LARGE CUSTOMER ECONOMIC DEVELOPMENT RIDER</b>  <b>Schedule SBEDR</b></p>
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**PURPOSE**

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

**EXPIRATION**

This Rider shall expire on December 31, 2028, unless extension is requested by the Company and approved by the Commission. For customers with new load of at least 300 kilowatts but not more than ten megawatts, and a Load Factor of at least forty-five percent, the discount shall expire no later than December 31, 2033 (unless extension is requested and approved). For those customers whose new load is projected to be more than ten megawatts, with a Load Factor of at least fifty-five percent, the discount shall expire no later than December 31, 2038 (unless extension is requested and approved).

**AVAILABILITY/ELIGIBILITY**

Electric service under this Rider shall be limited to industrial and commercial facilities which are not in the business of selling or providing goods and/or services directly to the general public, and shall be made available if the availability/eligibility criteria outlined below in paragraphs 1-3 and 5-7, as well as one of the criteria for projected monthly demand listed in paragraph 4 are met.

1. If an otherwise qualifying Customer is receiving any economic development or retention-related discounts as of the date it would otherwise qualify for service under this Rider, the Customer shall agree to relinquish the prior discount concurrently with the date it begins to receive service under this Rider; otherwise, the Customer shall not be eligible to receive any service under this Rider;
2. Electric service under this Rider is not available in conjunction with service provided pursuant to any other Special Contract Service tariff agreements;
3. The Customer submits a completed Application prior to public announcement of the new load project. A new or existing account meeting the Availability/Eligibility criteria shall qualify for one of the discounts set forth in paragraph (4) of this subsection. Such Application, and an application for service if not already submitted, shall be submitted at least ninety (90) days prior to the date the Customer requests the discounts provided for by this Rider;
4. The Customer will receive a discount on qualifying new or incremental load only, provided the qualifying new or incremental load :
  - a. (Tier 1) The Customer adds qualifying new or incremental load with average monthly demand that is reasonably projected, and annually verified after the first 12 months, to be at least three hundred (300) kilowatts but not more than ten megawatts and have a load factor of at least forty-five (45) percent. The discount shall equal thirty-five (35) percent and shall apply for five (5) years, provided that if it is expected as of the date the discount is to commence that a thirty-five (35) percent discount would produce revenues from the applicant's total bill that would not exceed the electrical corporation's variable cost to serve the applicant's account or accounts that are to receive the discount, the discount shall be determined so that the percentage discount, rounded to the nearest one percent, is expected, as of the date the discount percentage is determined, to provide revenues equal to one hundred twenty (120) percent of the electrical corporation's variable cost to serve the applicant's account or accounts that there are to receive the discount.

For ALL TERRITORY

<p align="center"><b>LIMITED LARGE CUSTOMER ECONOMIC DEVELOPMENT RIDER</b>  <b>Schedule SBEDR</b></p>
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- b. (Tier 2) When the new load is reasonably projected, and annually verified after the first 12 months, to be more than ten (10) megawatts and have a load factor of at least fifty-five (55) percent, the discount percentage, rounded to the nearest one (1) percent, shall be determined such that the applicant's total bill is expected, as of the date the discount percentage is determined, to provide revenues equal to one hundred twenty (120) percent of the electrical corporation's variable cost to serve the applicant's account or accounts that are to receive the discount. Such discount shall apply for ten (10) years.
  - c. To obtain one of the discounts set forth in subdivision (a) Tier 1 or (b) Tier 2 of this subsection, the customer's load shall be incremental net of any associated offsetting load reductions due to the termination of other accounts of the Customer or an affiliate of the Customer within twelve (12) months prior to the commencement of service to the new load, the customer shall receive an economic development incentive from the local, regional, state, or federal government, or from an agency or program of any such government, in conjunction with the incremental load, and the customer shall meet the criteria set forth in this Economic Development Rider Schedule SBEDR, as approved by the Commission.
  - d. The projected annual Customer load factor shall be determined by the following relationship: Load Factor =  $PAE / (PCD \times HRS)$   

where:

PAE = Projected Annual Energy (kWh)  
HRS = Hours in year (8760 or 8784)  
PCD = Projected Customer Peak Demand (kW)
  - e. The same Load Factor formula will apply for annual verification with actual Annual Energy (kWh) and actual Customer Peak Demand (kW)
5. Prior to execution of a Contract for Service under this Rider, the Customer shall provide sufficiently detailed information and documentation to enable the Company to determine whether the incremental load is qualified for service under this Rider;
  6. The Customer shall execute a Contract for Service under this Rider. In the case of a Customer locating a new facility in the Company's service territory or expanding an existing facility in the Company's service territory, the contract will contain a statement that the Customer would not locate new facilities in the Company's service territory or expand its existing facilities in the Company's service territory but for receiving service under this Rider along with other incentives; and
  7. The Customer is otherwise qualified for service under the Company's NS-LG, NS-SP, TC-LG, TC-SP, LP or TS rate schedules.

For ALL TERRITORY

<p align="center"><b>LIMITED LARGE CUSTOMER ECONOMIC DEVELOPMENT RIDER</b>  <b>Schedule SBEDR</b></p>
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**APPLICABILITY**

1. For facilities of a Customer contracting under this Rider due to expansion, the Company may install metering equipment necessary to measure load subject to this Rider. The Company reserves the right to make the determination of whether such load will be separately metered or sub-metered. If the Company determines that the nature of the expansion is such that either separate metering or sub-metering is impractical or economically infeasible, the Company will determine, based on historical usage, what portion of the Customer's load in excess of the monthly baseline, if any, qualifies as incremental load eligible for this Rider.
2. The Customer's load subject to service under this Rider is the qualifying incremental load. If the demand associated with the qualifying incremental load is not separately metered, the Company's determination of the incremental demand shall control. The Company shall verify the customer's incremental demand annually to determine continued qualification for the applicable discount.
3. Customer demand existing at the time the Customer begins to receive discounted rates under this section shall not constitute incremental demand.
4. Service under this Rider shall begin on the date when the meter associated with the qualifying incremental load is permanently set. However, if the permanent meter is set prior to occupancy and operation of the associated facility, the Customer will notify the Company when operation begins and service of this Rider shall begin at such time as operation begins. If the qualifying incremental load is measured rather than metered, service under this Rider shall begin upon notification to the Company by the Customer when operation begins.
5. For Customers with existing facilities at one or more locations in the Company's service area, this Rider shall not be applicable to service provided at any existing delivery point prior to receiving service under this Rider. Failure to comply with this provision may result in termination of service under this Rider.
6. An eligible Customer shall also receive a ten (10) percent discount of all base rate components of the bill applied to such qualifying incremental load for an additional one (1) year beyond the period during which the applicable discount under paragraph (4) of the Availability/Eligibility section applies if the Company determines that the Customer is taking service from an under-utilized circuit.

**INCENTIVE PROVISIONS**

1. Bills for separately metered (or measured) service to existing Customers, pursuant to the provisions of this Rider, will be calculated independently of any other service rendered to the Customer at the same or other locations.
2. The discount shall be a percentage applied to only the base rate components of the bill. The charges or credits arising from any rate adjustment mechanism shall be billed or applied to Customers taking service under this Rider in the same manner as otherwise applicable. All other billing, operational and related provisions of the otherwise applicable rate schedules shall remain in effect.
3. In establishing the contracted percentages, the cents per kilowatt-hour realization resulting from application of the discounted rate as calculated shall be higher than the Company's variable cost to serve such incremental demand and the applicable discounted rate also shall make a positive contribution to fixed costs associated with service to such incremental demand. To reasonably ensure the sufficiency of such revenues, the Company shall perform an analysis of the Company's variable cost to serve new load as follows:

For ALL TERRITORY

<p align="center"><b>LIMITED LARGE CUSTOMER ECONOMIC DEVELOPMENT RIDER</b>  <b>Schedule SBEDR</b></p>
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a. The variable cost to serve new load for purposes of establishing a discount under this section shall be determined using (a) the energy and capacity market prices that underlie the net base energy costs reflected in the revenue requirement from the electrical corporation's most recent general rate proceeding; (b) any operations and maintenance expenses that vary with respect to the total number of customers or load served by the electrical corporation, excluding operations and maintenance expenses associated with generating electricity; and (c) any other incremental costs to serve the customer.

b. The load analysis shall be provided to the Staff of the Commission and the Office of the Public Counsel at the time of the Company's triennial and annual updates filed as a Non-Case Related Submission in EFIS and also filed under the Commission's Chapter 22 Electric Utility Resource Planning Rules.

4. If in a subsequent general rate proceeding the Commission determines that application of a discounted rate is not adequate to cover the variable cost to serve and provide a positive contribution to fixed costs, then the Commission shall order modification of the contracted discount percentages for the accounts in question, as defined in item three (3) of this same section, to the extent necessary to do so.

**TERMINATION**

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

1. Electric service is limited to industrial and commercial facilities that are not in the business of selling or providing goods and/or services directly to the general public.
2. The local, regional, or state economic development incentives relied upon to initially qualify for service under this Rider have been received, retained, and the Customer has met all conditions upon the incentive receipt and retention.
3. For a grandfathered or Tier 1 Rider SBEDR Discount, Customer's qualifying demand or load factor has not met minimum requirements within the first twenty-four (24) months of receiving a discount or does not meet minimum requirements, defined in the Availability/Eligibility section 4(a) of this tariff, at any annual verification after the first twenty-four (24) months, the discount will be terminated.
4. For a Tier 2 Rider SBEDR Discount, where Customer's qualifying demand has not met minimum requirements during any of the first four (4) Contract Years, but does meet Tier 1 minimum requirements, defined in the Availability/Eligibility section 4 of this tariff, the Agreement will not terminate and Customer will revert to a Tier 1 Agreement and receive Rider SBEDR Discounts for five (5) years from the original beginning Discount date. Discounts will not exceed five (5) years in total.
5. For a Tier 2 Rider SBEDR Discount, where Customer's qualifying demand or load factor has not met minimum requirements, defined in the Availability/Eligibility section of this tariff, during any of the Contract Years five (5) through ten (10), the discount will be terminated.

**ADDITIONAL REQUIREMENTS**

1. Service under this Rider shall be evidenced by a Contract between the Customer and the Company which shall reflect the discount percentages and other pertinent details. Within thirty (30) days of executing said Contract, the Contract shall be submitted along with documentation supporting the qualification of the Customer and the Company's review of qualification to the Commission as a Non-Case-Related Submission in EFIS.

For ALL TERRITORY

<b>LIMITED LARGE CUSTOMER ECONOMIC DEVELOPMENT RIDER</b> <b>Schedule SBEDR</b>
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2. The Company shall file under affidavit the results of all annual reviews required under the Termination section of this Rider. Such filing shall include a Public and a confidential version including copies of all Contracts executed since its last annual review filing. All documentation relied upon by the Company for its conclusion that compliance has been maintained, or that there is basis for termination of service under this Rider, shall be included.
3. Any contract executed pursuant to this Rider shall be governed in all respects by the laws of the state of Missouri (regardless of conflict of laws provisions), this Rider, and the orders, rules, and regulations of the Commission as they may exist from time to time. Nothing contained therein shall be construed as divesting, or attempting to divest, the Commission of any rights, jurisdiction, power, or authority vested in it by law
4. Agreements executed prior to August 28, 2022, will be grandfathered and continue under the terms executed in the Agreement. Applications received prior to August 28, 2022, if approved, may be grandfathered and eligible to receive an Agreement with the Rider SBEDR Discount based on the forty percent (40%) discount level for which customer was approved and the corresponding fifty-five percent (55%) Load Factor requirement. At the time of execution of the Agreement, customer will specify the level of discount from base rates for each individual Contract Year to 30%, 40%, or 50% provided the average discount for the five (5) Contract Years equals 40%. Customer may decline the grandfathered status and select the Tier 1 or Tier 2 discount available under the Availability/Eligibility section of this tariff. All grandfathered applications that have not entered into an Agreement on or before December 31, 2023, shall have their applicable discount calculated in accordance with the terms of this Schedule, Rider SBEDR Discount of this revised tariff).

**DEFINITIONS**

- Agreement - The Rider SBEDR agreement between customer and Company specifying the customer's election of contract terms (Tier 1 or 2).
- Application - The Company document that provides notification by customer to Company of an intent to seek qualification for the Rider SBEDR Discount which includes the initial customer and project information as known at the time of Application.
- Baseline Usage - The actual or estimated billing determinants associated with the twelve (12) billing periods preceding the receipt by Company of a Rider SBEDR Application from customer: i) where the qualifying new load is being added to an existing electric account, or ii) where customer has had a termination of other accounts.
- Contract Year - Twelve (12) consecutive billing periods for which Discounts available under this Rider are applicable, Service under this Rider shall begin on the date when the meter associated with the qualifying incremental load is permanently set. However, if the permanent meter is set prior to occupancy and operation of the associated facility, the Customer will notify the Company when operation begins and service of this Rider shall begin at such time as operation begins. If the qualifying incremental load is measured rather than metered, service under this Rider shall begin upon notification to the Company by the Customer when operation begins.
- Customer – Any party purchasing electric service from The Company, The Empire District Electric Company d.b.a. Liberty.



For ALL TERRITORY

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

- Customer Peak Demand - The average of the peak demands of a retail electric account recorded during the twelve (12) billing periods of a Contract Year less any Baseline Usage and Transferred Load with peak metered demand as defined by the tariff selected by customer to receive service under.
- Load Factor - The projected annual Customer load factor shall be determined by the following relationship:  
$$\text{Load Factor} = \text{PAE} / (\text{PCD} \times \text{HRS})$$

where:

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

The same Load Factor formula will apply for annual verification with actual Annual Energy (kWh) and actual Customer Peak Demand (kW)
- Rider SBEDR Discount - The bill credits which shall be available under this Rider for up to either five (5) Contract Years ("Tier 1") or ten (10) Contract Years ("Tier 2") subject to continued qualification by customer and availability of the Rider SBEDR discounts. The bill credits shall be a reduction in base rate components. Bill credits shall not be applicable to any other Rider or voluntary renewable program offered by Company and elected by customer.
- Transferred Load - Actual or estimated billing determinants of an electric load of the customer at any electric account that is being served by Company at the time of Application and for which the equipment or process is subsequently transferred to the electric account associated with the Application.
- Variable Cost - The sum of (a) the energy and capacity market prices that underlie the net base energy costs reflected in the revenue requirement from Company's most recent general rate proceeding, (b) any operations and maintenance expenses that vary with respect to the total number of customers or load served by Company, excluding operations and maintenance expenses associated with generating electricity, and (c) any other incremental costs to serve the customer.

For ALL TERRITORY

<p align="center"><b>SOLAR REBATE RIDER</b> <b>RIDER SR</b></p>
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**PURPOSE:**

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

**AVAILABILITY:**

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

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



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

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

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

For ALL TERRITORY

SOLAR REBATE RIDER  
RIDER SR

DEFINITIONS:

APPLICATION REQUIREMENTS:

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

COMPLETION REQUIREMENTS:

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

NET METERING APPLICATION:

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

OPERATIONAL DATE:

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

QUALIFICATION DATE:

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

REBATE COMMITMENT:

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

RESERVATION QUEUE:

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

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

P.S.C. Mo. No. 6 Sec. 4 1st Revised Sheet No. 23b

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

For ALL TERRITORY

SOLAR REBATE RIDER  
RIDER SR

**SOLAR REBATE APPLICATION:**

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

**SYSTEM:**

Qualifying solar electric system.

**REBATE RATE SCHEDULE:**

Subject to the Availability provisions of this Rider SR, complete and accurate Solar Rebate Applications received by the Company for Systems on or before August 6, 2023 will be eligible for a solar rebate in the amount of \$0.25 per watt, provided they become operational prior to December 31, 2023.

**RESERVATION QUEUE:**

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

DATE OF ISSUE July 7, 2023 DATE EFFECTIVE August 6, 2023  
ISSUED BY Charlotte Emery, Sr Director Rates and Regulatory Affairs, Joplin, MO

FILED - Missouri Public Service Commission - 08/06/2023 - ET-2023-0197 - JE-2024-0002

For ALL TERRITORY

SOLAR REBATE RIDER  
RIDER SR

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

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

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

QUALIFICATION DATE AND REBATE COMMITMENT:

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

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

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

1. The System has not attained an Operational Date by December 31, 2023.
2. The System is not constructed in accordance with the design submitted by the customer and approved by the Company, thereby causing the Net Metering Application to become invalid.

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

P.S.C. Mo. No. 6 Sec. 4 1st Revised Sheet No. 23d

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

For ALL TERRITORY

SOLAR REBATE RIDER  
RIDER SR

REBATE PAYMENT:

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

A rebate payment will not be issued until:

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

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

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

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

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

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

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

For ALL TERRITORY

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

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

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

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

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

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

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

For ALL TERRITORY

SOLAR REBATE RIDER  
RIDER SR

**MISSOURI SOLAR ELECTRIC REBATE APPLICATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For ALL TERRITORY

SOLAR REBATE RIDER  
RIDER SR

**B. Solar Rebate Declaration (For Solar Installations only)**

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

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

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

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

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

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

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

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

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

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

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

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

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

For ALL TERRITORY

SOLAR REBATE RIDER  
RIDER SR

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

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

P.S.C. Mo. No. 6 Sec. 4 1st Revised Sheet No. 24

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

For ALL TERRITORY

PILOTS, VARIANCES, AND PROMOTIONAL PRACTICES  
LOW-INCOME PILOT PROGRAM

PURPOSE:

The goals of the Low-Income Pilot Program (Program) are to: 1) provide electric bill payment assistance to customers meeting the Program's eligibility requirements, and 2) evaluate the impact of the Program on the disconnections and uncollectibles/bad debts amounts for Liberty. This Program is provided pursuant to the orders of the Missouri Public Service Commission (MoPSC) in Case Nos. ER-2016-0023, EO-2017-0041 and ER-2021-0312.

AVAILABILITY:

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

DEFINITIONS:

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

PROVISIONS:

The total annual program budget is \$500,000, with any unspent funds rolling over to Liberty's low-income weatherization program. Unless renewed, the Program shall run until rates are implemented from Liberty's next general rate case.

The Program will provide qualified customers with a bill statement which reflects a monthly credit equal to two times the monthly customer charge during the peak heating months of December through February and peak cooling months of June through August and a revised bill payment amount under the following conditions:

1. Customer must be registered with a designated CAA Agency.
2. Customers receiving monthly credits must be enrolled in the Average Payment Plan (Rider AP) with any under or over collection balance existing at the settlement month rolled over and spread equally across all monthly bills in the next APP year.
3. Monthly bill credits will be adjusted so that customer's total bill after the monthly credit is a minimum of \$10 (ten dollars) per month. Credits will be calculated in these circumstances once the Rider AP billing amount has been determined.

ADMINISTRATION, REPORTING AND EVALUATION:

Program administration, reporting and evaluation will be conducted consistent with the terms of the orders of the MoPSC in Case Nos. ER-2016-0023, EO-2017-0041 and ER-2021-0312 or as modified and approved by the MoPSC.

DATE OF ISSUE July 1, 2022 DATE EFFECTIVE July 31, 2022  
ISSUED BY Charlotte Emery, Director Rates and Regulatory Affairs, Joplin, MO

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

P.S.C. Mo. No. 6 Sec. 4 1st Revised Sheet No. 25  
Cancelling P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 25  
For ALL TERRITORY

COMMUNITY SOLAR PILOT PROGRAM

SCHEDULE CSPP

**COMMUNITY SOLAR PILOT PROGRAM**  
**Schedule CSPP**

**PURPOSE**

The purpose of the Community Solar Pilot Program (the “Solar Program”) is to provide customers the opportunity to subscribe voluntarily to the generation output of solar facilities owned and operated by the Company within its service territory and connected to its distribution system. The solar generation output purchased under Schedule CSPP will offset portions of the otherwise applicable charges for energy used by participating customers as specified herein, and the associated Renewable Energy Credits (“RECs”) will be transferred to or retired on behalf of the participating customers.

**PROGRAM DESCRIPTION**

Participating customers enroll in the Solar Program via a Participant Agreement through which they subscribe to Solar Blocks of five hundred (500) watts (AC) each in a designated Solar Resource located within the Company’s service territory. The charges associated with the Solar Blocks and electric grid charges for the delivery of the solar energy are set forth in this Schedule CSPP.

Any energy produced by the subscribed Solar Blocks and delivered to the customer will offset an equivalent amount of kWh energy and, for demand billed customers, a portion of the kW demand used, metered and billed for under the participant’s standard class of service from the Company. Approximately 4,500 Solar Blocks will be available in the initial offering. Approximately 10,000 Solar Blocks will be available in the second offering. Additional offerings may be made available in the future, should demand for the program exceed the current offering(s). New participants will be assigned to existing Solar Blocks until all existing blocks are filled, before proposing new Solar Resource builds. If the Company does not receive a sufficient number of subscriptions for the Solar Program, the Company may request Commission approval to terminate any offering(s) under this Schedule CSPP.

DATE OF ISSUE May 4, 2023 DATE EFFECTIVE June 3, 2023

ISSUED BY Charlotte Emery, Director Rates and Regulatory Affairs, Joplin, MO

FILED - Missouri Public Service Commission - 05/04/2023 - ET-2020-0259 - YE-2023-0198

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

P.S.C. Mo. No. 6 Sec. 4 2nd Revised Sheet No. 25a

Cancelling P.S.C. Mo. No. 6 Sec. 4 1st Revised Sheet No. 25a

For ALL TERRITORY

COMMUNITY SOLAR PILOT PROGRAM

SCHEDULE CSPP

**AVAILABILITY**

This Schedule CSPP is available to any customer currently receiving permanent, metered electric service under the Company's retail Rate Schedules NS-RG, TC-RG, TP-RG, NS-GS, TC-GS, TP-GS, NS-LG, TC-LG, NS-SP, TC-SP and LP. Customers must execute a Participant Agreement and have an account that is not delinquent or in default at the time of subscription.

Customers will be enrolled on a first-come, first-served basis subject to the permissible participation levels described below and upon execution of a Participant Agreement. Customers applying but not enrolled in the Solar Program due to the lack of available Solar Blocks will be placed on a waiting list. Customers on the waiting list will be offered the opportunity to subscribe to Solar Blocks in the order applications are received should Solar Blocks become available due to construction of additional Solar Resources or subscription cancellations. Subscriptions are provided through one meter to one end-use customer and may not be aggregated, redistributed, or resold.

A minimum of 35% of the Solar Blocks available from the CSPP II Solar Resource offering shall be reserved for residential class customers ("Residential Solar Resource Minimum"). Provided that, if after the first 75 days of availability of a new Solar Resource such Residential Solar Resource Minimum is not fully subscribed, it shall become available to all eligible customers in eligible rate classes.

Schedule CSPP may not be combined with any other renewable energy program offered by the Company for the same customer account.

Service locations served under Schedule PL (Private Lighting Service), Schedule SPL (Municipal Street Lighting Service), Schedule LS (Specialty Lighting Service), Schedule MS (Miscellaneous Service) or Rider NM (Net Metering Rider) are ineligible for the Solar Program while participating in those service agreements. Schedule CSPP is not available for resale, standby, breakdown, auxiliary, parallel generation, or supplemental service.

DATE OF ISSUE May 4, 2023 DATE EFFECTIVE June 3, 2023

ISSUED BY Charlotte Emery, Director Rates and Regulatory Affairs, Joplin, MO

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

P.S.C. Mo. No. 6 Sec. 4 1st Revised Sheet No. 25b

Cancelling P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 25b

For ALL TERRITORY

COMMUNITY SOLAR PILOT PROGRAM

SCHEDULE CSPP

**DEFINITIONS**

**Cancellation:** Customers may cancel their subscription subject to the terms contained within Schedule CSPP.

**Participant:** A customer of the Company that meets the eligibility criteria established in Schedule CSPP for participation in the Solar Program and who executes a Participant Agreement.

**Participant Agreement:** An agreement between the Company and the Participant further describing the terms and conditions governing the Participant's subscription to the Solar Program.

**Solar Block:** 500 watts of solar capacity. The amount of energy produced by a Solar Block will be based on production of the Solar Resource over the life of the Solar Resource.

**Solar Resources:** Company owned solar generation facilities designated for the Community Solar Pilot Program.

**Subscription:** The Participant's subscription for Solar Resources is established through an executed agreement with the Company by contacting the Company's customer service department or visiting the Company's website to begin the enrollment process.

**Termination:** Termination of the agreement with the customer may occur if the Commission cancels Schedule CSPP or the Participant's account is otherwise terminated.

**Transfer:** Certain customers, subscribed to 1,000 or more blocks, with multiple eligible accounts are eligible to transfer solar block subscriptions from an eligible account to another eligible account, subject to the Terms within Schedule CSPP. Customers that relocate within the Company's service territory may transfer their Subscription to the new location subject to the terms within Schedule CSPP.

DATE OF ISSUE May 4, 2023 DATE EFFECTIVE June 3, 2023

ISSUED BY Charlotte Emery, Senior Director Rates and Regulatory Affairs, Joplin,

MO

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

P.S.C. Mo. No. 6 Sec. 4 3rd Revised Sheet No. 25c

Cancelling P.S.C. Mo. No. 6 Sec. 4 2nd Revised Sheet No. 25c

For ALL TERRITORY

COMMUNITY SOLAR PILOT PROGRAM

SCHEDULE CSPP

**PRICING**

Participating customers receive two charges associated with Schedule CSPP. Demand billed customers served on NS-LG, TC-LG, NS-SP, TC-SP or LP Service shall receive a Billing Demand Quantity Credit.

- Solar Facility Charge will be finalized based on the actual cost of each Solar Resource increment and will be included in this Schedule CSPP. For the pre-construction subscription period the Company will provide an engineering estimate of the Solar Facility Charge. Upon finalization of the Solar Facility Charge, if the final Solar Facility Charge is higher than the engineering estimate, customers that have enrolled based on the engineering estimate will be given the opportunity to cancel their subscription without penalty or accept the higher Solar Facility Charge through an amendment to their Participant Agreement. If the final Solar Facility Charge is not greater than the engineering estimate, the agreement will be adjusted accordingly. As the development of each increment is initiated and finalized this tariff will be updated to reflect the Solar Facility Charge of each increment.

Solar Resource Increment	Number of Solar Blocks	Pre-Construction Solar Facility Charge Estimate per Block	Final Solar Facility Charge per Block	Expected Annual Energy per Block
CSPP-I	4,500	\$5.72	\$5.36	941,700
CSPP-II	10,000	\$5.90	\$x.xx	Xxx,xxx

- Electric Grid Charge for solar energy delivered as follows:
  - Residential Service \$0.04377 per kWh
  - Small General Service \$0.03908 per kWh
  - Large General Service \$0.00586 per kWh
  - Small Primary Service \$0.00575 per kWh
  - Large Power Service \$0.00456 per kWh
- Billing Demand Quantity Credit percentage of Solar Capacity:
  - Large General, Small Primary, and Large Power Service 23%

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

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 25d  
Cancelling P.S.C. Mo. No.            Sec.            Original Sheet No.             
For ALL TERRITORY

COMMUNITY SOLAR PILOT PROGRAM

SCHEDULE CSPP

The Solar Facility Charge is designed to recover the cost of the Solar Resource(s). When new Solar Resource increments are constructed and included in the Solar Program, the Solar Facility Charges will be adjusted for existing Solar Resource(s) to reflect the combined cost of existing and new Solar Resources. In no event shall the addition of a new Solar Resource cause the Solar Facility Charge for existing Solar Resources to increase, nor shall the Solar Facility Charge for a new Solar Resource be lower than the Solar Facility Charge for an existing Solar Resource. If a Participant's subscription is cancelled or terminated, the portion of the solar resource released by that Participant will be assigned to the Participant which subscribed immediately after the departing Participant. The remainder of the Solar Resource will be reassigned in like manner until all Participants have been reassigned. New Participants will subscribe to output from the latest Solar Resource increment constructed.

The Electric Grid Charge is designed to recover the cost of distribution facilities necessary to deliver solar energy to non-demand billed customers. The Electric Grid Charge applicable to each rate class will be adjusted by the same percentage increase applied to the applicable rate class' approved energy charges in the Company's most recent general rate case, but in no event can the Electric Grid Charge be negative.

The Billing Demand Quantity Credit percentage is designed to offset the otherwise applicable charges for the generation capacity provided through the generation of the subscribed portion of the Solar Resource. The Billing Demand Quantity Credit will be adjusted in the Company's general rate cases to reflect the actual production capacity benefit.

### **SUBSCRIPTION LEVEL**

During initial sign-up, the Participant will designate its desired subscription amount in whole blocks (the "Subscription Level"). For non-demand billed customer accounts, a Participant may subscribe to no more than a total number of Solar Blocks expected to generate up to 50% of the Participant's average annual energy use based on up to two years of their past usage history. For customers with less than two years of history, the Company will estimate the average energy use based on available history or history based on similar customers. For demand billed customer accounts, a Participant may subscribe up to their highest billed demand in the most recent 12-month period. In no event shall the expected solar production of the Participant's subscription exceed the Participant's billed energy during the most recent 12-month period.

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For ALL TERRITORY

COMMUNITY SOLAR PILOT PROGRAM

SCHEDULE CSPP

After the initial subscription term, the Subscription will continue indefinitely until the Subscription is cancelled by the Participant or the Solar Program is terminated. A Participant may change their Subscription Level only once in any 12-month period after the initial subscription term. A Participant cannot change their subscription level and leave the program within the same 12-month period. In the event there is a significant and regular reduction in Participant metered energy consumption and there are customers on the waiting list, the Company, may adjust the Participant's subscription level to reflect the reduction in consumption after written notice to the Participant.

Participants may not combine loads with other Participants for achieving participation limits, determination of subscription levels, or aggregated billing.

**BILLED PURCHASE QUANTITY**

The quantity of energy that will be purchased by a Participant for each monthly billing cycle will be computed as follows:

$$PQ = \frac{SL}{TSC} \cdot AME$$

Where,

PQ = Monthly Purchase Quantity in kWh

SL = Subscription Level in kW AC

TSC = Total Solar Resource Capacity in kW AC

AME = Actual Monthly Energy Produced by the Solar Resource in kWh.

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For ALL TERRITORY

COMMUNITY SOLAR PILOT PROGRAM

SCHEDULE CSPP

**MONTHLY BILLING**

**For Participants served under the Company's NS-RG, TC-RG, TP-RG, NS-GS, TC-GS, TP-GS rate schedules:**

1. The energy production of the Solar Resource will be measured and apportioned monthly to each Participant based on Purchase Quantity computation.
2. The Participant's Purchase Quantity will be subtracted from the metered energy consumed by the Participant for the billing month. To the extent the Purchase Quantity is greater than the Participant's consumption, the Participant will be credited for excess Purchase Quantity in accordance with the Company's bi-annually calculated avoided fuel cost of the net energy (kWh) as set forth in the Company's Net Metering Rider.
3. Any remaining metered energy consumption will be billed under the otherwise applicable rates associated with the Participant's standard rate schedule. For billing purposes, the Purchase Quantity shall first be subtracted from the additional, or second, energy pricing block and then any remaining energy will be applied to the initial, or first, energy pricing block.

**For Participants served under the NS-LG, TC-LG, TC-SP and LP rate schedules**

4. Any energy produced by the Solar Resource will be measured and apportioned monthly to each Participant based on the Purchase Quantity Computation.
5. The Billing Demand Quantity Credit is equal to the Billing Demand Quantity Credit percentage multiplied by the Participant's Subscription Level in kW.
6. The Participant's Purchase Quantity will be subtracted from the metered energy consumed by the Participant for the billing month. To the extent the Purchase Quantity is greater than the Participant's consumption, the Participant will be credited for excess Purchase Quantity in accordance with the Company's bi-annually calculated avoided fuel cost of the net energy (kWh) as set forth in the Company's Net Metering Rider.
7. Any Billing Demand Quantity Credit attributed to a Participant will be subtracted from the Participant's Billing Demand for the purpose of calculating the Demand Charge under the standard rate schedule. In no event shall the demand credit reduce the Billing Demand below the applicable minimum billing demand set forth in the Participant's standard rate schedule. No demand credit will be applied to the Participant's Monthly Facilities Demand as set forth in the Participant's standard rate schedule.

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For ALL TERRITORY

COMMUNITY SOLAR PILOT PROGRAM

SCHEDULE CSPP

8. The remaining metered energy will be billed in accordance with the Participant's standard rate schedule. The hours use calculations to determine the energy charge step rates will be calculated using the Billing Demand as set forth within the Participant's standard rate schedule without applying the Billing Demand Quantity Credit.

**For all Customers**

9. The Participant's share of any Solar Resource energy production and any remaining metered energy consumed will be billed under all applicable riders and charges. The Company's FAC Rider will not apply to the Solar Resource energy production. The Company's Energy Efficiency Cost Recovery will apply to any Solar Resource energy production.
10. Other, non-consumption based, charges defined by the standard rate schedule are not impacted by the Solar Block subscription and will be billed to the Participant. The entire bill amount, inclusive of all standard rate charges and Solar Program charges, must be paid according to the payment terms set forth in the Company's Rules and Regulations.

**WAITING LIST**

If at the time of enrollment, a customer's desired subscription level is greater than the available Solar Blocks of the Solar Resource(s), then the customer may elect to be placed on a waiting list. If the available capacity is less than the customer's desired subscription level, the customer will be offered the opportunity to subscribe to the remaining available capacity and be placed on the waiting list for the remainder of the desired subscription level. If the customer does not wish to participate at the lower subscription level, then the next customer on the waiting list will be offered the available capacity. Customers will be offered an opportunity to be placed on the waiting list only if the available capacity is less than the customer's desired subscription level. The Company will maintain records related to the waiting list.

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For ALL TERRITORY

COMMUNITY SOLAR PILOT PROGRAM

SCHEDULE CSPP

**SUBSCRIPTION TERM**

Participants must remain in the Solar Program at their Subscription Level for a minimum of three years, as measured from the first bill received under this Schedule CSPP. Participants who subscribe to 1,000 or more Solar Blocks (500 kW AC) shall commit to a minimum term of ten (10) years. Following the initial term, the subscription will continue indefinitely until cancelled or terminated as provided for herein.

If a Participant cancels their subscription or becomes ineligible due to some action of the Participant before the end of the initial subscription term, they are required to pay Termination Fees which will be equal to the Solar Facility Charge applicable to the initial subscription level times the number of months remaining in the subscription term. These Termination Fees collected by the Company will be treated as a Contribution in Aid of Construction ("CIAC"). However, a customer that is a participant in the Program will be permitted to withdraw from the Program before the initial commitment period has been completed only if a customer on the waitlist for which there is not a Resource available can take the withdrawing participant's place for the Resource, and the withdrawing participant will not be refunded any fees.

**EXPANSION**

The Company may offer a new Solar Resource if there are sufficient subscriptions to support, and the Commission approves, a Certificate of Convenience and Necessity ("CCN"). Upon granting of a CCN, construction of a new Solar Resource shall not begin until it is fully subscribed. Solar Program expansion will be done with consideration of the energy delivered to the jurisdictional system.

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For ALL TERRITORY

COMMUNITY SOLAR PILOT PROGRAM

SCHEDULE CSPP

**PROGRAM PROVISIONS AND SPECIAL TERMS**

1. Customers may enroll in the program via the Company's website or by contacting the Company's customer service department. Customers applying for service under this Solar Program must have and maintain an account that is not more than 60 days delinquent or in default at the time of application. Renewable Energy Credits ("RECs") produced by Solar Resources will be tracked by the Company, consistent with Participant subscriptions. All rights to the RECs associated with the generation output of the Solar Resource will be transferred by the Company to the Participants with an active renewables' registry account. If a participant has no such account, the Company will retire the credits on behalf of the participant within the commission-approved tracking system.
2. Participants waive all rights to any retrospective billing reductions arising from a claim that the Participant's service would be or would have been at a lower cost had it not participated in the Solar Program for any period of time.
3. Enrollment; Participation Fee; Commitment:
  - a. CSPP-I (the first Solar Resource) is an approximately 2.25 MW Solar Resource representing approximately 4,500 Solar Blocks at 500 Watts AC each. Eligible customers enrolling in the Solar Program for CSPP-I will be assigned to the Solar Resource until such time as all of the Solar Blocks for the Solar Resource are subscribed.
  - b. For each additional Solar Resource other than CSPP-I, eligible customers enrolling in the Solar Program will be assigned to the Solar Resource until such time as all of the Solar Blocks for the Solar Resource are subscribed. For each additional Solar Resource other than CSPP-I and CSPP-II, upon enrollment, customers may be required to pay a Program participation fee per Solar Block, with said amount to be established by the Commission, and this tariff to be updated accordingly. Collected Program participation fees will be treated by the Company as a Contribution in Aid of Construction ("CIAC") upon construction of the Solar Resource.
  - c. On and after the date the Company commits to construct the Solar Resource, which commitment shall occur upon the Company posting its commitment on its website and sending an email, if available, or by letter, announcing its commitment to the enrollees assigned to the Solar Resource, said enrollees will be obligated to participate in the Solar

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## COMMUNITY SOLAR PILOT PROGRAM

## SCHEDULE CSPP

Program and pay the charges thereunder for a term of three years after the Solar Resource's in-service date, unless the customer no longer takes service from the Company. Until said committal date, an enrollee may withdraw from the Solar Program via the Company's website or calling the Company's customer service line and, if applicable, shall receive a full refund of the enrollee's Program participation fee.

Any enrollee from whom a Program participation fee has been collected who has not received service from the Solar Resource by the earlier of (1) the date the Company commits to the Solar Resource, or (ii) three years after this tariff becomes effective, will be refunded the Program participation fee.

4. Customer's may enroll in the Solar Program via the Company's website or calling the Company's customer service line after the Company has committed to build the Solar Resource, and throughout the Solar Program's operation, during which there exists a Solar Availability Bank, without paying a Program participation fee. The Company will maintain a waiting list of customers interested in enrolling in the Program during periods when there are no blocks available in the Solar Availability Bank and will notify customers on the waiting list via e-mail or letter when blocks become available. If a Participant moves to another location within the Company's Missouri service territory the subscription will transfer to the new customer account. If the subscription level exceeds the new location's allowed subscription amount, the customer will be responsible for the original subscription amount until the end of the original subscription period. At the end of the original subscription period, the customer may elect to change their subscription level.
5. Participants that have multiple eligible accounts in the Company's Missouri service territory and are subscribed to a minimum of 1,000 Solar Blocks may transfer subscribed Solar Blocks from one eligible account to another subject to the following conditions:
  - a. The account to which the subscribed Solar Blocks are transferred is otherwise eligible to participate in the CSPP program.
  - b. The total Solar Blocks subscribed by the receiving account do not exceed the allowed subscription amount after the Solar Blocks are transferred.
  - c. Any remaining subscription term associated with the transferred Solar Blocks will remain in effect following the transfer.
  - d. Resale is Prohibited. Participant rights to a solar block may not be sold or otherwise transferred to a third party.

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P.S.C. Mo. No. 6 Sec. 4 1st Revised Sheet No. 25k

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For ALL TERRITORY

COMMUNITY SOLAR PILOT PROGRAM

SCHEDULE CSPP

6. If a Participant's electric service is cancelled or the Participant's account is terminated due to an action of the Participant before the end of the initial subscription term, the Company will make the subscribed Solar Blocks available to customers on the waiting list. If the cancelled subscription is not fully subscribed by another customer for the remaining subscription period, the cancelling participant shall be responsible for a Termination Fee for the remaining portion of the subscription. The Termination Fee shall be equal to the solar facility charge for the subscription level times the number of months remaining in the initial subscription term. Termination fees collected by the Company shall be treated as a CIAC.
7. Participants must notify the Company via the Company's website or calling the Company's customer service line, of their intent to transfer any subscription(s). Transfers will only be effective if the transferee satisfies the terms and conditions applicable to the subscription, signs and returns the Participant Agreement to the Company, and thereby assumes all responsibilities associated therewith.
8. Customers that subscribe will continue as Participants until, they cancel their subscription, their subscription is terminated, or the Solar Program is terminated. New subscriptions and cancellations require 20 calendar days' notice by the Participant via the Company's website or calling the Company's customer service line prior to the end of the Participant's billing cycle and will take effect at the beginning of the next applicable billing cycle.
9. Any Participant who cancels its participation in the Solar Program must wait 12 months after the first billing cycle without a subscription to re-enroll in the Solar Program.
10. Unsubscribed Solar Blocks will be determined monthly and any energy production associated with any such amounts shall be included in the Company's generation portfolio.
11. The cost associated with any unsubscribed portion of Solar Resources will not be included in the revenue requirement used to establish base rates if subscriptions cover at least 50 percent of Solar Resources. If subscriptions cover less than 50 percent of Solar Resources, then the cost associated with the unsubscribed portion below 50 percent of Solar Resources will be included in the revenue requirement used to establish base rates.
12. The RECs associated with unsubscribed or unused portions of the solar production will be tracked and applied to the Company Renewable Portfolio Standard requirements.

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For ALL TERRITORY

<p style="text-align: center;"><b>SECURITIZED UTILITY TARIFF CHARGE</b> <b>RIDER SUTC- February 2021 Storm &amp; Asbury Costs</b></p>
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**Applicability and Non-Bypassability of Charge**

The Securitized Utility Tariff Charge (SUTC or the “charge”) described here-in is a non-bypassable charge for February 2021 Storm & Asbury costs applicable to each kWh provided to existing or future retail customers in Missouri receiving electrical service under Commission-approved rate schedules from Liberty, its successors, or assignees, even if a retail customer elects to purchase electricity from an alternative electricity supplier following a fundamental change in regulation of public utilities in Missouri.

This SUTC was authorized by the Commission in Case No. EO-2022-0040 and EO-2022-0193 under RSMo Section 393.1700 providing for the issuance by the Special Purpose Entity (SPE) of securitized utility tariff bonds to finance the amount of Securitized Utility Tariff Costs and financing costs (Financing Costs) determined by the Commission in the Amended Report and Order dated September 22, 2022 (the Financing Order) for February 2021 Storm & Asbury Costs.

As provided in the Financing Order, the rights to bill, collect and adjust the SUTC have been sold to Empire District BondCo LLC (Bond Co), which will pledge such rights to the repayment of the principal of and interest on \$305,490,000 of securitized utility tariff bonds and ongoing financing costs. The SUTC will be initially set and adjusted from time-to-time in accordance with this tariff to collect amounts sufficient to pay debt service on the securitized utility tariff bonds and ongoing financing costs, as the same becomes due, as more fully explained below.

In the event that the certificated territory defined within this tariff book becomes combined through merger or acquisition or other corporate action with territory defined within another regulated utility’s tariff book, this charge shall be applicable only to the territory defined within this tariff book immediately prior to such combination. In the event the territory defined within this tariff book is modified by territorial agreement, granting of new Certificate of Convenience and Necessity, or modification of the existing Certificate of Convenience and Necessity, this charge will become applicable to any new customers or premises acquired. The SUTC will continue to be applicable to any customers or premises (new or existing) currently served by Liberty, but subsequently served by some other electric service provider as a result of a territorial agreement or modification of a territorial agreement, whether the other electric service provider is regulated by this Commission or exempted from regulation by this Commission by any current or future law. In such instance applicable kWh shall be included in all applicable calculations contained herein.

The SUTC will be identified on each customer’s bill as a separate line item stating, “February 2021 Storm and Asbury Costs” and include both the rate and the amount of the charge on each bill. Each customer bill shall include a statement to the effect that BondCo, is the owner of the rights to securitized utility tariff charges and that Liberty is acting as servicer for BondCo. On each bill, the SUTC charge will be calculated as the then-applicable Securitized Utility Tariff Charge Rate (SUTCRR) multiplied by the applicable VAF, and multiplied by that customer’s applicable usage.

**Collection and Ownership of Charge**

This charge is to be collected by Liberty, its successors or assignees, or a collection agent, in full, separate and apart from the other rates, riders, and charges specified in Liberty’s tariff book. Ownership of the revenues produced by the rates designed to recover this charge will reside with BondCo, or its successors or assignees, as applicable.

**Securitized Utility Tariff Recovery Mechanism:**

Liberty, its successors or assignees, shall abide by this SUTC Rider to accomplish collection of the amounts necessary to timely pay principal of, and interest on, the securitized utility tariff bonds and ongoing financing costs.

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P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 26a

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For ALL TERRITORY

SECURITIZED UTILITY TARIFF CHARGE RIDER SUTC- February 2021 Storm & Asbury Costs
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**Bond Payment Dates:**

Bond payment dates are January 1 and July 1, starting on January 1, 2025, and continue so long as the securitized utility tariff bonds are outstanding and until all costs have been paid in full.

**Securitized Utility Tariff Charge Rate (SUTCRR) Filing Procedure:** Initial Rate Filing: With the filing of the Issuance Advice Letter Liberty shall submit a tariff sheet implementing the SUTCRR for the AP ending November 30, 2024. For all other filings the SUTCRR tariff sheet shall be submitted 45 days prior to the start of each APR. Concurrent with the filing of an SUTCRR tariff sheet, or prior to such filing, Liberty shall prepare and file the information described on Sheet 26e under affidavit.

**Rate Effective Date:** The SUTCRR shall be billed to customers starting with the start of each billing cycle associated with the first billing month following a SUTCRR tariff sheet effective date.

**Partial Payments:**

If any customer does not pay the full amount it has been billed, the amount will be allocated first to the securitized utility tariff charges, unless a customer is in a repayment plan under the Commission's Cold Weather Rule, in which case payments will be prorated among charge categories in proportion to their percentage of the overall bill, with first dollars collected attributed to past due balances, if any.

**Net Metering Rates:**

For customers subject to billing under the Net-metering Easy Connection Act (Act), if the electricity supplied by Liberty exceeds the electricity generated by the customer-generator during a billing period, the customer-generator shall be billed at the Loss Adjusted SUTCRR Rate applicable to each kWh as netted pursuant to the terms of the Act. If the electricity generated by the customer-generator exceeds the electricity supplied by Liberty during a billing period, the customer shall not be issued a credit based on the Loss Adjusted SUTCRR Rate applicable to each kWh as netted pursuant to the terms of the Act, nor shall the Loss Adjusted SUTCRR Rate charge be considered to be part of the avoided fuel cost of Liberty for purposes of the Act. For customers who are authorized to back-flow energy under some other provision of law, or for any portion of back-flowed energy that exceeds that authorized under the terms of applicable net-metering provisions, the Loss Adjusted SUTCRR Rate shall be applicable to each kWh provided by the utility, without any offset.



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For ALL TERRITORY

SECURITIZED UTILITY TARIFF CHARGE RIDER SUTC- February 2021 Storm & Asbury Costs
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**Annual Payment Requirement Time Periods:**

The mandatory Annual filing date will occur on or before October 15<sup>th</sup>, each year, to take effect on December 1<sup>st</sup> each year.

Period (12 months)	Annual Payment Requirement Period
Initial Annual Payment Requirement Period	March 1, 2024 – November 30, 2024*
Annual Payment Requirement Period 1	December 1, 2024 – November 30, 2025
Annual Payment Requirement Period 2	December 1, 2025 – November 30, 2026
Annual Payment Requirement Period 3	December 1, 2026 – November 30, 2027
Annual Payment Requirement Period 4	December 1, 2027 – November 30, 2028
Annual Payment Requirement Period 5	December 1, 2028 – November 30, 2029
Annual Payment Requirement Period 6	December 1, 2029 – November 30, 2030
Annual Payment Requirement Period 7	December 1, 2030 – November 30, 2031
Annual Payment Requirement Period 8	December 1, 2031 – November 30, 2032
Annual Payment Requirement Period 9	December 1, 2032 – November 30, 2033
Annual Payment Requirement Period 10	December 1, 2033 – November 30, 2034
Annual Payment Requirement Period 11	December 1, 2034 – November 30, 2035
Annual Payment Requirement Period 12	December 1, 2035 – November 30, 2036
Annual Payment Requirement Period 13	December 1, 2036 – November 30, 2037

\*The Initial Annual Payment Requirement Period is less than twelve months; those following are twelve months.

**Annual Payment Requirement (APR):**

The aggregate dollar amount of securitized utility tariff charges that must be billed during a given Annual Period, after giving effect to amounts on deposit in the Excess Funds subaccount at the time of calculation and that are projected to be available for payment at the end of such Annual Period and any variances as provided for in the mechanism in the Annual Payment Requirements for any prior Annual Periods so that the securitized utility tariff charge collections will be sufficient to meet the Annual Payment Requirement for each Bond Payment Date, including deficiencies of previously scheduled principal for any reason.

For the Annual Period (AP) ending November 30, 2024:

$$APR = SUTBP_{AP} + PTC_{AP}$$

For APs ending November 30, 2025 through conclusion of the applicability of this SUTC Rider:

$$APR = SUTBP_{AP} + PTC_{AP} + TCR_{AP} + TUR_{AP} + FUR_{AP}$$



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For ALL TERRITORY

SECURITIZED UTILITY TARIFF CHARGE RIDER SUTC- February 2021 Storm & Asbury Costs
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**SUTBP<sub>AP</sub> - Securitized Utility Tariff Bond Payment** is the principal amortization payment of the securitized utility tariff bonds in accordance with the amortization schedule plus the periodic interest on the securitized utility tariff bonds (including any accrued and unpaid interest) to be paid on each Bond Payment Dates.

**PTC<sub>AP</sub> – Projected Transaction Costs** are the expected level of costs and expenses for administering this SUTC Rider and servicing the bonds for each AP, including a projection of billing and collection lags between the collection of SUTC revenues and the payment of bond payments on each Bond Payment Date. Ongoing financing costs include items such as the servicing fees, rating agencies' fees, trustee fees, legal and accounting fees, other ongoing fees and expenses and applicable taxes to be paid on each Bond Payment Date during such APR Period.

**TCR<sub>AP</sub> – Transaction Cost Reconciliation** is the difference between the transaction costs projected for AP<sub>N-1</sub> and actual transaction costs experienced in AP<sub>N-1</sub>.

**TUR<sub>AP</sub> - True Up Reconciliation** Is the difference between (1) the total actual revenue expected to have been collected during AP<sub>N-1</sub>, including any TUAs, and including an estimated revenue amount for Forecasted Usage and (2) the total revenue collected during AP<sub>N-1</sub>, including an estimated revenue amount for Forecasted Usage, including the revenue collected pursuant to any TUAs.

**FUR<sub>AP</sub> - Forecasted Usage Reconciliation** Is the difference between the revenue forecasted to be collected under the then-applicable SUTCs during AP<sub>N-2</sub> and the revenue actually collected during the period for which usage was forecasted.

$$\text{SUTC}_{\text{at generation}} = (\text{APR} / \text{PU}_{\text{AP}}) + \sum (\text{TUA}_N)$$

**PU<sub>AP</sub> Projected Usage for Annual Period** Is the forward-looking estimate of the weather normalized kWh assumed to be sold in a future AP inclusive of Forecasted Usage when initially calculating an SUTC prior to calculation of any TUA, adjusted to generation voltage, and adjusted for payment lags and collection lags of customers that will not timely pay bills. Collection lags will be based upon Liberty's most recent experience regarding collection of securitized utility tariff charges.

**PU<sub>TUA</sub> Projected Usage for an TUA** is the forward-looking estimate of the weather normalized kWh assumed to be between the effective date of the tariff sheet implementing that TUA and the end of the AP inclusive of Forecasted Usage, as adjusted to generation voltage, and adjusted for payment lags and collection lags of customers that will not timely pay bills. Collection lags will be based upon Liberty's most recent experience regarding collection of securitized utility tariff charges.

**Forecasted Usage** is a forward-looking estimate of the weather normalized kWh at generation voltage which are assumed will be sold during the portion of a current AP which have not yet been billed. Generally, the usage for the calendar months of September, October, and November is contemplated to be forecast in each AP.

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

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 26d

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For ALL TERRITORY

SECURITIZED UTILITY TARIFF CHARGE RIDER SUTC- February 2021 Storm & Asbury Costs
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**TUAN- True-Up Adjustment** – is a mandatory filing that will be made by the servicer at least semi-annually if the servicer forecasts undercollection, and may be made any time to correct any under collection or, as provided for in the Financing Order, in order to assure timely payment of securitized utility tariff bonds.

Further, the servicer must make a mandatory TUA semi-annually, and quarterly beginning 12 months prior to the final scheduled payment date of the last tranche of the securitized utility tariff bonds:

- (a) If the servicer estimates that securitized utility tariff charge collections will be insufficient to make all scheduled payments of principal, interest, and other amounts in respect of the securitized utility tariff bonds on a timely basis during the current or next succeeding semi-annual period; or
- (b) To replenish any draws upon the capital subaccount.

The TUA shall equal Liberty's estimate of such insufficiency (in \$'s) divided by the applicable  $PU_{TUA}$ .

**Expansion Factors (VAF)** – Shall be equal to the voltage adjustment factors in Liberty's then-effective Fuel Adjustment Clause (FAC) as approved in the most recent general rate case or in a proceeding conducted for modifying the Company's Expansion Factors

$VAF_{SEC}$  = Expansion factor for lower than primary voltage customer

$VAF_{PRIM}$  = Expansion factor for primary to transmission voltage customer

$VAF_{TRNS}$  = Expansion factor for transmission voltage customer

**Secondary Voltage:** Secondary voltage is defined as the level of voltage at facilities at which electric power is taken or delivered, at a level up to 480 volts.

**Primary Voltage:** Primary voltage is defined as the level of voltage at facilities at which electric power is taken or delivered, at a level between 2.4 kV and 34 kV.

**Transmission Voltage:** Transmission voltage is defined as any line with voltage at 34.5 kV and above.

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

P.S.C. Mo. No. 6 Sec. 4 3rd Revised Sheet No. 26eCanceling P.S.C. Mo. No. 6 Sec. 4 2nd Revised Sheet No. 26eFor ALL TERRITORY

<p align="center"><b>SECURITIZED UTILITY TARIFF CHARGE</b>  <b>RIDER SUTC- February 2021 Storm &amp; Asbury Costs</b></p>
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1	Securitized Utility Tariff Bond Payment (SUTBP <sub>AP</sub> )		32,592,720
2	Projected Transactions Costs (PTC <sub>AP</sub> )	+	1,670,485
3	Transaction Cost Reconciliation (TCR <sub>AP</sub> )	+	(2,104,041)
4	True-Up Reconciliation (TUR <sub>AP</sub> )	+	(806,165)
5	Forecasted Usage Reconciliation (FUR <sub>AP</sub> )	+	-
6	Annual Payment Requirement (APR) [Line 6 = Sum of Lines 1-5]	=	31,352,999
7	Projected Usage (kWh) for Annual Period (PU <sub>AP</sub> )		4,148,957,184
8	[Line 8 = Line 6 divided by Line 7]	=	0.007557
9	True-Up Adjustment Rate (TUA <sub>N</sub> ) Effective <u>April 1, 2025</u>	+	0.001796
10	True-Up Adjustment Rate (TUA <sub>N</sub> ) Effective <u>August 1, 2025</u>	+	0.001733
11	SUTC <sub>R at generation</sub> [Line 10 = Line 8 + $\sum$ of all TUAs in effect]	=	0.011086
Loss Adjusted SUTC <sub>R</sub> Rates			
12	Secondary ( SUTC <sub>R at generation</sub> x VAF <sub>SEC</sub> 1.06250) per kWh	=	0.011779
13	Primary ( SUTC <sub>R at generation</sub> x VAF <sub>PRIM</sub> 1.04286) per kWh	=	0.011561
14	Transmission ( SUTC <sub>R at generation</sub> x VAF <sub>TRNS</sub> 1.02099) per kWh	=	0.011319

For ALL TERRITORY

<p style="text-align: center;">PROMOTIONAL PRACTICES SCHEDULE PRO Program Descriptions for MEEIA Cycle 1 Plan</p>
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**A. Residential Efficient Products****PURPOSE:**

The Residential Efficient Products program is designed to raise customer awareness of the benefits of high efficiency products and to educate residential customers about energy use in their homes by offering information, products, and services to residential customers to save energy cost-effectively. The Empire District Electric Company's (Company) participation in such financial incentives is limited to the amount approved by the Missouri Public Service Commission in Case No. EO-2022-0078.

**DEFINITIONS:**

**Administrator** – The Company will align itself with a third-party implementation vendor, which will also contribute to marketing and outreach.

**DSM Advisory Group ("DSMAG")** – An advisory collaborative consisting of Company stakeholders including Missouri Public Service Commission Staff, Division of Energy, the Missouri Office of Public Counsel, National Housing Trust, and Renew Missouri. The Company will meet with the DSMAG no less than quarterly to: report on participation in its energy efficiency programs; discuss successes and challenges; report on expenditures, remaining budgets balances, and the Demand-side Investment Mechanism ("DSIM"); and work together toward the continuous improvement of the Company's energy efficiency offerings.

**Eligible Participant** – Residential electric retail customer in rate schedule NS-RG, TC-RG or TP-RG.

**Funds** – The 2023 budget for this program, as ordered in Case No. EO-2022-0078, is \$358,201. The 2024 budget for this program, as ordered in Case No. EO-2022-0078, is \$380,145.

**Program Period** – As approved in EO-2022-0078, the program will be administered through the year 2024, or until superseded by a new MEEIA portfolio.

**Measures** – Empire will offer—via a combination of point-of-purchase instant rebates and offerings of an online marketplace—the following type of measures at a reduced cost: LED light bulbs, dehumidifiers, air purifiers, power strips, Advanced Thermostats, ENERGY STAR bathroom exhaust fans, ENERGY STAR ceiling fans, kitchen sink aerators, and low-flow showerheads.

For ALL TERRITORY

<p>PROMOTIONAL PRACTICES SCHEDULE PRO Program Descriptions for MEEIA Cycle 1 Plan</p>
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**DESCRIPTIONS:**

Customers are eligible to purchase qualifying energy efficient lighting, water, and appliance measures at a decreased cost either at participating retailers either online or in-store. Customers that participate receive instant incentives at the point-of-purchase. Incentives will vary depending upon the type of lighting/equipment, manufacturer, and the associated retail cost.

Residential customers are also eligible to receive energy advice through an online energy audit tool available at no cost to the customer. The evaluation identifies potential energy efficiency upgrades, educates the customer on managing energy consumption, and provides further information on Liberty's other energy efficiency programs. Residential customers may order recommended energy efficient measures following the completion of an online audit through an online marketplace. The online marketplace will be available to all customers to purchase energy efficient products regardless of their participation in the online energy audit tool.

**TERMS & CONDITIONS:**

Liberty and/or a contractor acting on the Company's behalf may conduct desktop or field-based QA/QC on a random selection of completed energy efficiency projects. The QA/QC process may include verification of purchase and/or installation of any equipment/measures that receive incentives through the program. The QA/QC process does not constitute an inspection for proper installation except where the installation impacts the effectiveness or efficiency of the measure in question. Customers and building owners who participate in this program may participate in other programs, if qualified.

For ALL TERRITORY

<p style="text-align: center;">PROMOTIONAL PRACTICES SCHEDULE PRO Program Descriptions for MEEIA Cycle 1 Plan</p>
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**B. Low-Income Multi-Family program****PURPOSE:**

The Low-Income Multi-Family Program ("Program") is designed to deliver long-term energy savings and bill reductions to owners/operators and income-eligible customers in multi-family properties. The program will issue multifamily customers energy audits, accompanied by the direct installation of low-cost and no-cost energy efficiency measures and offering additional rebates as appropriate. The Empire District Electric Company's (Company) participation in such financial incentives is limited to the amount approved by the Missouri Public Service Commission in Case No. EO-2022-0078.

**DEFINITIONS:**

**Administrator** – The Company will align itself with a third-party implementation vendor, which will also contribute to marketing and outreach.

**DSM Advisory Group ("DSMAG")** –An advisory collaborative consisting of interested stakeholders such as Missouri Public Service Commission Staff, Division of Energy, and the Missouri Office of Public Counsel, National Housing Trust, and Renew Missouri. The Company will meet with the DSMAG no less than quarterly to: report on participation in its energy efficiency programs; discuss successes and challenges; report on expenditures, remaining budgets balances, and the Demand-side Investment Mechanism ("DSIM"); and work together toward the continuous improvement of the Company's energy efficiency offerings.

**Eligible Participant** – Owners and operators of any multi-family property of three or more dwelling units receiving service under the NS-RG, TC-RG, TP-RG, NS-GS, TC-GS or TP-GS. rate schedules, and meet any of the following criteria:

- Participation in an affordable housing program: Documented participation in a federal, state, or local affordable housing program, including LIHTC, HUD, USDA, State HFA, and local tax abatement for low-income properties.
- Location in a low-income census tract: Location in a census tract identified as low-income, using HUD's annually published "Qualified Census Tracts" as a starting point.
- Rent roll documentation: Where at least 50% of the units have rents affordable to households at or below 80% of the area median income, as published annually by HUD.
- Tenant income information: Documented tenant income information demonstrating at least 50% of units are rented to households meeting one of these criteria: at or below 200% of the Federal poverty level or at or below 80% of the Area Median Income (AMI).

For ALL TERRITORY

<p style="text-align: center;">PROMOTIONAL PRACTICES SCHEDULE PRO Program Descriptions for MEEIA Cycle 1 Plan</p>
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## Eligible Participant (cont.)

- Participation in the Weatherization Assistance Program: Documented information demonstrating the property is on the waiting list for, currently participating in, or has in the last 5 years participated in the Weatherization Assistance Program.

Funds – The 2023 budget for this program, as ordered in Case No. EO-2022-0078, is \$203,642. The 2024 budget for this program, as ordered in Case No. EO-2022-0078, is \$208,642.

Program Period – As approved in EO-2022-0078, the program will be administered through the year 2024, or until superseded by a new MEEIA portfolio.

## Eligible Measures –

The Program Administrator will provide or approve installation of Program specified energy efficiency measures and may provide custom incentives for measures that have been pre-authorized by the Program Administrator for tenant units, common areas, building shell, and whole-building systems.

Direct-install energy efficiency measures may include but are not limited to LED Light bulbs, faucet aerators, low-flow showerheads, advanced thermostats, and smart power strips. Additional in unit measures may include refrigerator replacement, room A/Cs, other energy saving small appliances, and associated recycling.

Common area and whole building measures may include but are not limited to lighting, weatherization, water heating, HVAC systems, and other custom measures.

## AVAILABILITY:

The Program is available to Eligible Participants as described above. Customers will receive Eligible Direct Install Measures, as described above at no cost. Incentives are also available for Custom measures. Custom measures are defined as non-prescriptive energy efficiency measures, or the integration of several measures, which may include prescriptive measures, to achieve significant energy savings. All custom measures must receive a pre-approval commitment from the Company whether for tenant units, common areas, building shell, or whole building systems. Empire encourages tenants to address energy efficiency needs in common areas either as Custom measures in this program, or through the HVAC, Small Business Direct Install program, or the Commercial and Industrial rebate program, depending on availability of funds and eligibility for programs.

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For ALL TERRITORY

PROMOTIONAL PRACTICES SCHEDULE PRO Program Descriptions for MEEIA Cycle 1 Plan
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DELIVERY:

The Company will deliver the Program with the aid of a program administrator, with whom it will deliver the program according to a contract.

The Company will also work with natural gas utilities with which it shares customers, where applicable.

TERMS AND CONDITIONS:

Liberty and/or a contractor acting on the Company's behalf may conduct desktop or field-based QA/QC on a random selection of completed energy efficiency projects. The QA/QC process may include verification of purchase and/or installation of any equipment/measures that receive incentives through the program. The QA/QC process does not constitute an inspection for proper installation except where the installation impacts the effectiveness or efficiency of the measure in question. Customers and building owners who participate in this program may participate in other programs, if qualified.



For ALL TERRITORY

<p style="text-align: center;">PROMOTIONAL PRACTICES SCHEDULE PRO Program Descriptions for MEEIA Cycle 1 Plan</p>
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**C. Residential Heating, Ventilation, and Air Conditioning (“HVAC”) Rebate****PURPOSE:**

The HVAC Rebate Program (Program) is designed to encourage the efficient use of energy through the purchase and installation of energy efficient HVAC systems by providing rebates to lower the cost of such improvements for residential customers.

**DEFINITIONS:**

Administrator – The Company will align itself with a third-party implementation vendor, which will also contribute to marketing and outreach.

DSM Advisory Group (“DSMAG”) – An advisory collaborative consisting of Company stakeholders including Missouri Public Service Commission Staff, Division of Energy, the Missouri Office of Public Counsel, National Housing Trust, and Renew Missouri. The Company will meet with the DSMAG no less than quarterly to: report on participation in its energy efficiency programs; discuss successes and challenges; report on expenditures, remaining budgets balances, and the Demand-side Investment Mechanism (“DSIM”); and work together toward the continuous improvement of the Company’s energy efficiency offerings.

Eligible Participant – Electric residential customers, owners of residential rental property, and builders of residential structures being served by the Company in rate schedule NS-RG, TC-RG, and TP-RG, who elect to upgrade or install central cooling or heating systems with a SEER2 value of 15 or higher.

Funds – The 2023 budget for this program, as ordered in Case No. EO-2022-0078, is \$415,081. The 2024 budget for this program, as ordered in Case No. EO-2022-0078, is \$421,039.

Program Period – As approved in EO-2022-0078, the program will be administered through the year 2024, or until superseded by a new MEEIA portfolio.

Measures – High-efficiency Air-Source Heat Pumps, Electric central air conditioners, mini-split heat pumps, and geothermal heat pumps rated 15 SEER2 and above.

**DESCRIPTIONS:**

HVAC rebates will range from \$100 to \$750 per system and include equipment that ranges from SEER2 15 to SEER2 20+.

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P.S.C. Mo. No. 6 Sec. 4 3rd Revised Sheet No. 27f

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For ALL TERRITORY

PROMOTIONAL PRACTICES SCHEDULE PRO Program Descriptions for MEEIA Cycle 1 Plan
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TERMS & CONDITIONS:

Liberty and/or a contractor acting on the Company's behalf may conduct desktop or field-based QA/QC on a random selection of completed energy efficiency projects. The QA/QC process may include verification of purchase and/or installation of any equipment/measures that receive incentives through the program. The QA/QC process does not constitute an inspection for proper installation except where the installation impacts the effectiveness or efficiency of the measure in question. Customers and building owners who participate in this program may participate in other programs, if qualified.

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January 1, 2025

~~January 12, 2025~~

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For ALL TERRITORY

<p style="text-align: center;">PROMOTIONAL PRACTICES SCHEDULE PRO Program Descriptions for MEEIA Cycle 1 Plan</p>
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**D. Whole Home Energy: Pay As You Save ("PAYS")****PURPOSE:**

The PAYS Program facilitates whole-house improvements to existing homes by conducting home energy audits and encouraging the installation of energy efficient measures by offering on-bill financing on qualifying measures. The Empire District Electric Company's (Company) participation in such financial incentives is limited to the amount approved by the Missouri Public Service Commission in Case No. EO-2022-0078.

**DEFINITIONS:**

Administrator – The Company will align itself with a third-party implementation vendor, which will also contribute to marketing and outreach.

DSM Advisory Group ("DSMAG") –An advisory collaborative consisting of Company stakeholders including Missouri Public Service Commission Staff, Division of Energy, and the Missouri Office of Public Counsel, National Housing Trust, and Renew Missouri. The Company will meet with the DSMAG no less than quarterly to: report on participation in its energy efficiency programs; discuss successes and challenges; report on expenditures, remaining budgets balances, and the Demand-side Investment Mechanism ("DSIM"); and work together toward the continuous improvement of the Company's energy efficiency offerings.

Eligible Participant – Electric residential customers, owners of residential rental property, and builders of residential structures being served by the Company in rate schedule NS-RG, TC-RG, or TP-RG.

Funds – The 2023 budget for this program, as ordered in Case No. EO-2022-0078, is \$509,891. The 2024 budget for this program, as ordered in Case No. EO-2022-0078, is \$516,103.

Program Period – As approved in EO-2022-0078, the program will be administered through the year 2024, or until superseded by a new MEEIA portfolio.

Measures – Energy efficiency upgrades that could potentially be financed through the PAYS mechanism may include: LED Light bulbs, faucet aerators, low-flow showerheads, water heater insulation, air sealing, insulation, duct sealing, ENERGY STAR Windows, high-efficiency Air-Source Heat Pumps, Electric central air conditioners, mini-split heat pumps and geothermal heat pumps rated 15 SEER and above, advanced thermostats, heat pump water heaters, ENERGY STAR dehumidifiers, ENERGY STAR air purifiers, ENERGY STAR refrigerators, or smart power strips.

For ALL TERRITORY

<p>PROMOTIONAL PRACTICES SCHEDULE PRO Program Descriptions for MEEIA Cycle 1 Plan</p>
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**DESCRIPTIONS:**

Customers receive free in-home evaluations and customized recommendations for energy efficient measure upgrades. Customers may choose to install any recommended upgrade and Liberty will cover the full installation cost of qualifying upgrades minus the cost of any incentives. There are no upfront costs to our customers. Customers instead pay a fixed tariff on their monthly energy bills that is attached to the metered location and is less than the estimated savings generated by the upgrades. Customers pay this tariff charge until Liberty fully recoups its original investment, then customers receive all of the upgrade savings thereafter. All eligible rebates for the qualifying measures still apply for the customer.

For a project to be eligible for the PAYS program, the investment of the project must be able to be repaid via a monthly cost recovery charge that does not exceed 80 percent of expected average first-year energy savings, and that persists for a maximum of 80 percent of the expected useful life of the installed energy upgrades. For building efficiency upgrades, this period is typically around 12 years.

In cases where expected cost recovery payments are not sufficient to fully finance installed energy upgrades, the customer may contribute an upfront co-payment that reduces the cost of the investment to a level that may be financed according to the PAYS' cost effectiveness criteria.

**TERMS & CONDITIONS:**

Liberty and/or a contractor acting on the Company's behalf may conduct desktop or field-based QA/QC on a random selection of completed energy efficiency projects. The QA/QC process may include verification of purchase and/or installation of any equipment/measures that receive incentives through the program. The QA/QC process does not constitute an inspection for proper installation except where the installation impacts the effectiveness or efficiency of the measure in question. Customers and building owners who participate in this program may participate in other programs, if qualified.

For ALL TERRITORY

<p style="text-align: center;">PROMOTIONAL PRACTICES SCHEDULE PRO Program Descriptions for MEEIA Cycle 1 Plan</p>
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**E. Small Business Direct Install Program****PURPOSE:**

The Small Business Direct Install Program is designed to promote the installation of energy efficient technologies in small businesses. The Empire District Electric Company's (Company) participation in such financial incentives is limited to the amount approved by the Missouri Public Service Commission in Case No. EO-2022-0078.

**DEFINITIONS:**

Administrator – The Company will align itself with a third-party implementation vendor, which will also contribute to marketing and outreach.

DSM Advisory Group ("DSMAG") –An advisory collaborative consisting of Company stakeholders including Missouri Public Service Commission Staff, Division of Energy, the Missouri Office of Public Counsel, National Housing Trust, and Renew Missouri. The Company will meet with the DSMAG no less than quarterly to: report on participation in its energy efficiency programs; discuss successes and challenges; report on expenditures, remaining budgets balances, and the Demand-side Investment Mechanism ("DSIM"); and work together toward the continuous improvement of the Company's energy efficiency offerings.

Eligible Participant – Nonresidential electric customers or owners of newly-constructed or existing nonresidential property who are being served under nonresidential rate schedule NS-GS, TC-GS, or TP-GS.

Funds – The 2023 budget for this program, as ordered in Case No. EO-2022-0078, is \$474,824. The 2024 budget for this program, as ordered in Case No. EO-2022-0078, is \$476,324.

Program Period – As approved in EO-2022-0078, the program will be administered through the year 2024, or until superseded by a new MEEIA portfolio.

**DESCRIPTIONS:**

Customers receive an energy evaluation identifying potential energy savings. Customers are eligible to receive an incentive, direct installation of measures at no cost, and a customized recommendation for energy efficient equipment upgrades following the energy evaluation. The customized recommendation will provide information on potential energy savings, installation costs, and anticipated payback. The total incentive for direct install projects will vary by project.

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

P.S.C. Mo. No. 6 Sec. 4 3rd Revised Sheet No. 27j

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For ALL TERRITORY

PROMOTIONAL PRACTICES SCHEDULE PRO Program Descriptions for MEEIA Cycle 1 Plan
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TERMS & CONDITIONS:

Liberty and/or a contractor acting on the Company's behalf may conduct desktop or field-based QA/QC on a random selection of completed energy efficiency projects. The QA/QC process may include verification of purchase and/or installation of any equipment/measures that receive incentives through the program. The QA/QC process does not constitute an inspection for proper installation except where the installation impacts the effectiveness or efficiency of the measure in question. Customers and building owners who participate in this program may participate in other programs, if qualified.

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For ALL TERRITORY

<p style="text-align: center;">PROMOTIONAL PRACTICES SCHEDULE PRO Program Descriptions for MEEIA Cycle 1 Plan</p>
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## F. Commercial and Industrial ("C&amp;I") Rebate Program

## PURPOSE:

The C&I Rebate Program is designed to encourage the efficient use of energy by providing rebates to cover a portion of the costs associated with the purchase and installation of energy efficient equipment in commercial and industrial facilities. Empire District Electric Company's (Company) participation in such financial incentives is limited to the amount approved by the Missouri Public Service Commission in Case No. EO-2022-0078.

## DEFINITIONS:

Administrator – The Company will align itself with a third-party implementation vendor, which will also contribute to marketing and outreach.

DSM Advisory Group ("DSMAG") –An advisory collaborative consisting of Company stakeholders including Missouri Public Service Commission Staff, Division of Energy, the Missouri Office of Public Counsel, National Housing Trust, and Renew Missouri. The Company will meet with the DSMAG no less than quarterly to: report on participation in its energy efficiency programs; discuss successes and challenges; report on expenditures, remaining budgets balances, and the Demand-side Investment Mechanism ("DSIM"); and work together toward the continuous improvement of the Company's energy efficiency offerings.

Eligible Participant – Nonresidential electric customers or owners of newly-constructed or existing nonresidential property who are being served under nonresidential rate plans NS-GS, TC-GS, TP-GS, NS-LG, TC-LG, NS-SP, TC-SP, LP, or TS and have not opted out of participation in the program under Missouri Public Service Commission Rule 4 CSR 240-20.094(7)(A).

Funds – The 2023 budget for this program, as ordered in Case No. EO-2022-0078, is \$1,465,977. The 2024 budget for this program, as ordered in Case No. EO-2022-0078, is \$1,478,133.

Program Period – As approved in Case No. EO-2022-0078, the program will be administered through the year 2024, or until superseded by a new MEEIA portfolio.

For ALL TERRITORY

<p>PROMOTIONAL PRACTICES SCHEDULE PRO Program Descriptions for MEEIA Cycle 1 Plan</p>
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**DESCRIPTIONS:**

The program provides incentives to encourage the purchasing of energy efficient equipment at commercial and industrial facilities. The program consists of prescriptive and custom rebates.

Prescriptive – Pre-qualified prescriptive rebates are available for new construction and retrofit projects. A complete list of prescriptive measures and their incentives can be found in Empire's MEEIA Filing, made in Case No. EO-2022-0078.

Custom – Equipment that does not qualify for a prescriptive rebate will be eligible for a custom rebate. Applications must be pre-approved by Empire before equipment is purchased and installed and must produce a Total Resource Cost Test benefit-cost ratio of at least 1.0. A \$250,000 incentive cap is imposed per facility per program year. However, if funds are still available in the last three months of the program year, the cap may be exceeded.

**TERMS & CONDITIONS:**

Liberty and/or a contractor acting on the Company's behalf may conduct desktop or field-based QA/QC on a random selection of completed energy efficiency projects. The QA/QC process may include verification of purchase and/or installation of any equipment/measures that receive incentives through the program. The QA/QC process does not constitute an inspection for proper installation except where the installation impacts the effectiveness or efficiency of the measure in question. Customers and building owners who participate in this program may participate in other programs, if qualified.



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P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 28

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

For ALL TERRITORY

PILOTS, VARIANCES, AND PROMOTIONAL PRACTICES  
CRITICAL NEEDS PROGRAM

PURPOSE:

The Critical Needs Program (the "Program") is designed to promote and finance a community-based information resource network that will identify and direct customers with critical medical needs to resources that will help customers receive utility bill payment assistance.

The Program will provide outreach and training to community stakeholders that will allow them to identify individuals that are in critical medical need for assistance and refer such individuals to available assistance resources.

AVAILABILITY:

This program is available to all residential customers who, for medical and/or income related circumstances, need utility bill payment assistance.

DEFINITIONS:

Critical medical need: a situation, as verified by a certified medical professional, where loss of electric service may aggravate an existing serious illness or may prevent the use of life-support equipment.

FUNDING:

Funding level will be as approved by the Commission. Any unspent funding allocated for the Critical Needs Program in a given program year shall be reallocated to the Low-Income Weatherization Program.

BENEFITS:

Notwithstanding Liberty Rules and Regulations provision F9 on Sheet No. 37, Customer accounts with an account holder and/or other member of the household with a verified critical medical need, as defined above, shall not be eligible for disconnection for thirty (30) days. Each member of the household that has a critical medical need is eligible for a 30-day extension to secure payment for utility service or make alternate payment arrangements. In addition to benefits of the resource network, customers will be informed of their potential eligibility for other Liberty programs from which they may benefit.