

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**

In the Matter of The Empire District Electric Company     )  
of Joplin, Missouri for Authority to File Tariffs Increasing     )     **Case No. ER-2010-0130**  
Rates for Electric Service Provided to Customers in the     )  
Missouri Service Area of the Company.     )

**NON-UNANIMOUS STIPULATION AND AGREEMENT**

The Empire District Electric Company (“Empire” or “Company”), the Staff of the Missouri Public Service Commission (“Staff”), the Missouri Department of Natural Resources (“MDNR”), and the City of Joplin, Missouri (“City”) (collectively, the “Parties”) respectfully submit the following Non-Unanimous Stipulation and Agreement (“Stipulation”) to the Missouri Public Service Commission (“Commission”):

**1. Issues Not Settled With This Stipulation.** If this Stipulation is approved by the Commission, the issue regarding the date the Plum Point generating unit (“Plum Point”) is “fully operational and used for service,” as specified in Part I. of the non-unanimous *Stipulation and Agreement* filed February 25, 2010 in this case, will remain open, possibly to be tried by the parties to this case and decided by the Commission, or resolved by separate agreement subject to Commission approval. As specified in Part II. C of the non-unanimous *Stipulation and Agreement* filed February 25, 2010 in this case, the Parties agree Staff, and other entities, have the right to conduct construction audits and prudence reviews of expenditures related to Plum Point, and that Staff, and other entities, have the right to make recommendations to the Commission in future proceedings for the disallowance of such expenditures based on allegations they were imprudently incurred. This Stipulation is to be read and construed in concert with the non-unanimous *Stipulation and Agreement* filed February 25, 2010 in this case.

Attachment to Order Approving Unanimous Stipulation and Agreement
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**2. Issues Settled With This Stipulation.** This Stipulation is intended to settle all issues among the Parties for purposes of this Case No. ER-2010-0130 except the issues expressly set out in paragraph 1 above. This Stipulation is not “unanimous” because certain parties have not joined as signatories to this Stipulation. The non-signatories, Kansas City Power & Light Company, the Office of the Public Counsel, and the Midwest Energy Users’ Association however, have affirmatively stated non-opposition and waived rights to a hearing on the issues resolved herein.

**3. Present Rate Revenue.** It is agreed that Empire’s Missouri jurisdictional present rate revenue is \$351,484,958.00, exclusive of any applicable license, occupation, franchise, gross receipts taxes, or similar fees or taxes, but including amortizations of \$4,463,535 (“regulatory plan amortizations”) pursuant to the *Empire Experimental Regulatory Plan Stipulation* entered into in Case No. EO-2005-0263.

**4. Tariffs.**

A. In the event it is later determined by the Commission in this case, after hearing or agreement among the parties, that the Plum Point generating unit is, on or before August 15, 2010, “fully operational and used for service”, then, under those circumstances, the Parties request that the Commission order Empire to file revised tariff sheets containing rate schedules designed to produce an increase in the Company’s Missouri jurisdictional gross annual electric revenues in the amount of \$36,800,000 (plus the level of regulatory plan amortizations specified herein), exclusive of any applicable license, occupation, franchise, gross receipts taxes, or similar fees or taxes. For purposes of determining Plum Point investment amounts subject to Construction Accounting, this “black box” settlement amount includes balance sheet figures as of February 28, 2010.

Revised specimen tariff sheets designed to implement the revenue increase provided for in this paragraph 4.A. as well as the other terms and conditions of this Stipulation are attached hereto as **Appendix A**.

B. In the event the Plum Point expenditures are not included in the revenue requirement in this case as a result of Plum Point being determined (or agreed) not to be “fully operational and used for service,” on or before August 15, 2010, the Parties request that the Commission order Empire to file revised tariff sheets containing rate schedules designed to produce an increase in the Company’s Missouri jurisdictional gross annual electric revenues in the amount of \$23,100,000 (plus the level of regulatory plan amortizations specified in Paragraph 4.C., herein), exclusive of any applicable license, occupation, franchise, gross receipts taxes, or similar fees or taxes. Revised specimen tariff sheets designed to implement the revenue increase provided for in this paragraph 4.B. as well as the other terms and conditions of this Stipulation are attached hereto as **Appendix B**.

C. In either event, the regulatory plan amortization increase (in addition to Empire’s current regulatory plan amortization in the amount of \$4,463,535 million) shall be capped at a maximum of \$10,000,000 and said cap is reflected in the revised specimen tariff sheets contained in Appendix A and Appendix B. The cap will necessarily be in effect only from the time that revised tariffs become effective in this case until the time that revised tariffs become effective in Empire’s next electric rate case. Empire acknowledges that the regulatory plan amortization increase would be greater than this cap if the regulatory plan amortization was calculated according to the *Empire Experimental Regulatory Plan Stipulation*. If, as a result of said regulatory amortization

cap, there is an adverse consequence such as (but not limited to) increased borrowing costs resulting from a credit rating downgrade, Empire will hold its customers harmless from that adverse consequence for the duration of the adverse consequence.

**5. Meter Treater Program and Rate Case Rider.** The revised tariffs to be filed by Empire pursuant to this Stipulation shall reflect the removal of the Meter Treater Program and the withdrawal by Empire of its proposed rate case rider.

**6. Pensions/OPEB.** The Parties support the treatment of FAS 87 and FAS 106 as shown on **Appendix C** attached hereto. For the twelve months ended December 31, 2009, the annual level of ongoing pension and OPEBs expense to be recovered in rates is \$5,093,719 and \$552,484 respectively. This includes the actuarially determined expense for 2009 of \$4,858,163 and \$1,203,641, for pension and OPEBs, respectively, and the five year amortization amounts of \$235,556 and (\$651,157) for pensions and OPEBs, respectively. The prepaid pension asset balance as of December 31, 2009 is \$50,417.

**7. Demand Side Management.** There shall be no changes in Empire's demand side management ("DSM") programs in conformity with the *Empire Experimental Regulatory Plan Stipulation*. In its next Chapter 22 Resource Planning Filing ("IRP") due September of 2010, Empire agrees to model and fully analyze two demand-side management program portfolios (moderate and aggressive), with a goal of achieving annual electric energy (sales) and demand savings (peak) equivalent to 1% by 2015 and 2% by 2020. "Fully analyze" means the alternative portfolio(s) will be treated as resources available for selection in the determination of critical uncertain factors and in the identification of alternative resource plans and at least one of the alternative portfolios will be included in an alternative resource plan included in the

integration analysis. The aggressive portfolio (2%) shall be based on maximum achievable potential and the moderate portfolio (1%) shall be based on realistic achievable potential.

**8. Fuel Adjustment Clause (FAC).** The Parties request that the Commission order Empire to file FAC tariff sheets in conformity with the specimen tariff sheets attached hereto as **Appendix D**. The tariff sheets attached hereto reflect the following:

A. Empire shall utilize the two-tariff approach to implement changes to its FAC.

B. Renewable Energy Credits (REC) shall be included in the FAC and properly reflected in the determination of the FAC base.

C. Air Quality Control System (AQCS) Consumables shall be included in the FAC and properly reflected in the determination of the FAC base.

D. FAC reporting requirements shall be as follows:

1. Monthly Southwest Power Pool (“SPP”) market settlements and revenue neutrality uplift charges;
2. Notify Staff within 30 days of entering a new long-term contract for transportation, coal, natural gas or other fuel; natural gas spot transactions are specifically excluded;
3. Provide Staff with a monthly natural gas fuel report that includes all transactions, spot and longer term; the report will include term, volumes, price and analysis of number of bids;
4. Notify Staff within 30 days of any material change in Empire’s fuel hedging policy, and provide the Staff with access to new written policy;
5. Provide Staff its Missouri Fuel Adjustment Interest calculation workpapers in electronic format with all formulas intact when Empire files for a change in the cost adjustment factor;
6. Notify Staff within 30 days of any change in Empire’s internal policies for participating in the SPP;
7. Continue to provide Staff access to all contracts and policies upon Staff’s request, at Empire’s corporate office in Joplin, Missouri.

E. REC revenues, emission allowance revenues, and AQCS consumables will be reflected in base rates and the FAC base calculation.

F. The impact of off-system sales revenues and costs not included in base rates will flow through the FAC.

G. The base calculation for the FAC is attached as **Appendix E**.

**9. Rate Design.** The rate increase shall be spread evenly both by class and component. The Company's billing determinants, as shown on the attached **Appendix F**, shall be used for computation of revenue. The Parties agree to use a weather data base that reflects the adjustments incorporated in the National Oceanic and Atmospheric Administration's (NOAA) normals for the Springfield weather station for changes in equipment and surroundings in the next rate case. This data set will contain adjusted daily data for the time period of January 1, 1971 to present. Staff and the Company will work together to develop this data set and will provide it to the parties prior to the filing of Empire's next rate case.

#### **10. Vegetation/Infrastructure.**

A. The vegetation tracker established in Empire's last electric rate case, Case No. ER-2008-0093, and trued-up through December of 2009 in the Staff Accounting Schedules in this case, will continue. The vegetation tracker will be rebased in Empire's Rate Filing called for in Section III.D.7. of the *Empire Experimental Regulatory Plan Stipulation* (the Iatan 2 case), and evaluated for termination in Empire's electric rate case following Empire's Rate Filing called for in Section III.D.7. of the *Empire Experimental Regulatory Plan Stipulation*. The base for the vegetation tracker in this case, Case No. ER-2010-0130, will be set at \$9 million, with a \$13 million cap and a \$7 million floor (all Missouri jurisdictional amounts).

B. Empire's current infrastructure tracker will terminate on the effective date of the revised tariff sheets approved in this case.

## **11. Additional Agreements.**

A. The carrying cost to be applied to Plum Point, Iatan 1, and Iatan 2 investment construction accounting, pursuant to previous stipulations, shall reflect a 7.75% return on equity component which reflects the 250 basis point reduction defined in the *Empire Experimental Regulatory Plan Stipulation*.

B. In regard to the pre-1994 state income tax flow-through regulatory asset, Empire will continue to amortize the asset over an additional 18 years. Any party shall be free to argue the appropriateness of including the amortized amounts in rates in the case following the Iatan 2 rate case.

C. The Parties agree that they will use their best efforts to reach a resolution of the question of whether Plum Point is “fully operational and used for service” in time so that the revised tariff sheets agreed to herein will become effective for service rendered on and after September 10, 2010.

**12. Contingent Waiver of Rights.** This Stipulation is being entered into solely for the purpose of settling the issues in this case. Unless otherwise explicitly provided herein, none of the Parties to this Stipulation shall be deemed to have approved or acquiesced in any ratemaking or procedural principle, including, without limitation, any method of cost determination or cost allocation or revenue-related methodology. Except as explicitly provided herein, none of the Parties shall be prejudiced or bound in any manner by the terms of this Stipulation in this or any other proceeding regardless of whether this Stipulation is approved.

This Stipulation has resulted from extensive negotiations among the Parties, and the terms hereof are interdependent. If the Commission does not approve this Stipulation

unconditionally and without modification, then this Stipulation shall be void and no Party shall be bound by any of the agreements or provisions hereof.

If the Commission does not approve this Stipulation without condition or modification, and notwithstanding the provision herein that it shall become void, (1) neither this Stipulation nor any matters associated with its consideration by the Commission shall be considered or argued to be a waiver of the rights that any Party has for a decision in accordance with RSMo. §536.080 or Article V, Section 18 of the Missouri Constitution, and (2) the Parties shall retain all procedural and due process rights as fully as though this Stipulation had not been presented for approval, and any suggestions, memoranda, testimony, or exhibits that have been offered or received in support of this Stipulation shall become privileged as reflecting the substantive content of settlement discussions and shall be stricken from and not be considered as part of the administrative or evidentiary record before the Commission for any purpose whatsoever.

In the event the Commission accepts the specific terms of this Stipulation without condition or modification, the Parties waive their respective rights to present oral argument and written briefs pursuant to RSMo. §536.080.1, their respective rights to the reading of the transcript by the Commission pursuant to §536.080.2, their respective rights to seek rehearing pursuant to §536.500, and their respective rights to judicial review pursuant to §386.510. This waiver applies only to a Commission order approving this Stipulation without condition or modification issued in this proceeding and only to the issues that are resolved hereby. It does not apply to any matters raised in any prior or subsequent Commission proceeding nor any matters not explicitly addressed by this Stipulation.

**13. Right to Disclose.** The Staff may file suggestions or a memorandum in support of this Stipulation. Each of the Parties shall be served with a copy of any such suggestions or



memorandum and shall be entitled to submit to the Commission, within five (5) days of receipt of Staff's suggestions or memorandum, responsive suggestions or a responsive memorandum, which shall also be served on all Parties. The contents of any suggestions or memorandum provided by any Party are its own and are not acquiesced in or otherwise adopted by the other signatories to this Stipulation, whether or not the Commission approves and adopts this Stipulation.

The Staff also shall have the right to provide, at any agenda meeting at which this Stipulation is noticed to be considered by the Commission, whatever oral explanation the Commission requests; provided, that the Staff shall, to the extent reasonably practicable, provide the other Parties with advance notice of when the Staff shall respond to the Commission's request for such explanation once such explanation is requested from the Staff. The Staff's oral explanation shall be subject to public disclosure, except to the extent it refers to matters that are privileged or protected from disclosure pursuant to Commission Rule 4 CSR 240-2.135.

WHEREFORE, the undersigned Parties respectfully request that the Commission issue its Order approving all of the specific terms and conditions of this Stipulation.

Respectfully submitted,

THE EMPIRE DISTRICT ELECTRIC COMPANY

/s/ James C. Swearngen

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### CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been mailed, hand-delivered, transmitted by facsimile or electronically mailed to all counsel of record this 12<sup>th</sup> day of May, 2010.

/s/ Sarah Kliethermes

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. A 25<sup>th</sup> Revised Sheet No. 1

Canceling P.S.C. Mo. No. 5 Sec. A 24<sup>th</sup> Revised Sheet No. 1

For ALL TERRITORY

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DATE OF ISSUE _____	DATE EFFECTIVE _____
ISSUED BY W. Scott Keith, Director, Joplin, MO	

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 1 15<sup>th</sup> Revised Sheet No. 1

Canceling P.S.C. Mo. No. 5 Sec. 1 14<sup>th</sup> Revised Sheet No. 1

For ALL TERRITORY

**RESIDENTIAL SERVICE  
SCHEDULE RG**

**AVAILABILITY:**

This schedule is available for residential service to single-family dwellings or to multi-family dwellings within a single building. This schedule is not available for service through a single meter to two or more separate buildings each containing one or more dwelling units.

**MONTHLY RATE:**

	Summer Season	Winter Season
Customer Charge .....	\$ 12.52	\$ 12.52
The first 600-kWh, per kWh.....	0.1074	0.1074
Additional kWh, per kWh .....	0.1074	0.0728

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.

**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:**

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. Service will be supplied through a single meter unless otherwise authorized by the Company. The point of delivery and location of the meter will be at the building wall unless otherwise specifically designated and approved in advance by the Company for each exception.
4. If this schedule is used for service through a single meter to multiple-family dwellings within a single building, each Customer charge and kWh block will be multiplied by the number of dwelling units served in calculating each month's bill.
5. Welding, X-ray, or other equipment characterized by severe or fluctuating demands, will not be served.
6. Intermittent or seasonal service will not be provided.
7. Bills for service will be rendered monthly. At the option of the Company, however, the meters may be read bimonthly with the bill for the alternate month based upon an estimated kWh consumption.
8. The Company Rules and Regulations, P.S.C. Mo. No. 5, Section 5, are a part of this schedule.

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

DATE EFFECTIVE \_\_\_\_\_

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 2 14<sup>th</sup> Revised Sheet No. 1

Canceling P.S.C. Mo. No. 5 Sec. 2 13<sup>th</sup> Revised Sheet No. 1

For ALL TERRITORY

COMMERCIAL SERVICE  
SCHEDULE CB

AVAILABILITY:

This schedule is available to any general service customer on the lines of the Company whose electric load is not in excess of 40 kW, except those who are conveying electric service received to others whose utilization of same is for residential purposes other than transient or seasonal. Motels, hotels, inns, resorts, etc., and others who provide transient rooms and/or board service and/or provide service to dwellings on a transient or seasonal basis are not excluded from the use of this rate. The Company reserves the right to determine the applicability or the availability of this rate to any specific applicant for electric service.

MONTHLY RATE:

	Summer Season	Winter Season
Customer Charge.....	\$ 17.67	\$ 17.67
The first 700-kWh, per kWh.....	0.1194	0.1194
Additional kWh, per kWh.....	0.1194	0.0906

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.

PAYMENT:

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

GROSS RECEIPTS, OCCUPATION OR FRANCHISE TAXES:

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

CONDITIONS OF SERVICE:

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

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 2 14<sup>th</sup> Revised Sheet No. 2

Canceling P.S.C. Mo. No. 5 Sec. 2 13<sup>th</sup> Revised Sheet No. 2

For ALL TERRITORY

**SMALL HEATING SERVICE  
SCHEDULE SH**

**AVAILABILITY:**

This schedule is available to any general service customer on the lines of the Company whose average load is not in excess of 40 kW during the Summer Season and where the electric service supplied is the only source of energy at the service location and the customer permanently installs and regularly uses electric space-heating equipment for all internal space-heating comfort requirements. However, this schedule is not available to those who are conveying electric service received to others whose utilization of same is for residential purposes other than transient or seasonal. Motels, hotels, inns, resorts, etc., and others who provide transient rooms and/or board service and/or provide service to dwellings on a transient or seasonal basis are not excluded from the use of this rate. The Company reserves the right to determine the applicability or the availability of this rate to any specific applicant for electric service.

**MONTHLY RATE:**

	Summer Season	Winter Season
Customer Charge .....	\$ 17.67	\$ 17.67
The first 700-kWh, per kWh.....	0.1189	0.1189
Additional kWh, per kWh .....	0.1189	0.0704

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.

**PAYMENT:**

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

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

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

**CONDITIONS OF SERVICE:**

1. The voltage, phase and frequency of energy supplied will be as approved by the Company.
2. Service will be furnished for the sole use of the Customer and will not be resold, redistributed or submetered, directly or indirectly.
3. Service will be supplied through a single meter unless otherwise authorized by the Company. The point of delivery and location of the meter will be at the building wall unless otherwise specifically designated and approved in advance by the Company for each exception.
4. Where the Customer's use of welding, or other equipment characterized by fluctuating or severe demands, necessitates the installation of additional or increased facilities (including distribution transformers, service conductors or secondaries) solely to serve such Customer, the applicable provisions of Rider XC will apply in amendment to the provisions of this schedule.

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

DATE EFFECTIVE \_\_\_\_\_

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 2 14<sup>th</sup> Revised Sheet No. 3

Canceling P.S.C. Mo. No. 5 Sec. 2 13<sup>th</sup> Revised Sheet No. 3

For ALL TERRITORY

**GENERAL POWER SERVICE  
SCHEDULE GP**

**AVAILABILITY:**

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

<b>MONTHLY RATE:</b>	Summer Season	Winter Season
CUSTOMER CHARGE.....	\$ 60.02	\$ 60.02
<b>DEMAND CHARGE:</b>		
Per kW of Billing Demand .....	6.34	4.94
<b>FACILITIES CHARGE</b>		
per kW of Facilities Demand.....	1.789	1.789
<b>ENERGY CHARGE:</b>		
First 150 hours use of Metered Demand, per kWh.....	0.0955	0.0573
Next 200 hours use of Metered Demand, per kWh .....	0.0612	0.0555
All additional kWh, per kWh .....	0.0553	0.0550

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. If an interval data recorder is required for billing purposes, the Customer Charge will be \$220.80.

**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 BILLING DEMAND:**

The monthly Metered Demand will be determined from the highest fifteen minute integrated kilowatt demand registered during the month by a suitable demand meter. The monthly Billing Demand will be the monthly Metered Demand or 40 kW, whichever is greater.

**DETERMINATION OF MONTHLY FACILITIES DEMAND:**

The monthly Facilities Demand will be determined by a comparison of the current month's metered demand and the metered demand recorded in each of the previous 11 months. If there are less than 11 previous months of data, all available data from previous months will be used. The monthly Facilities Demand will be the maximum demand as determined by this comparison or 40 kW, whichever is greater.

**TRANSFORMER OWNERSHIP:**

Where the Customer supplies all facilities (other than metering equipment) for utilization of service at the voltage of the Company's primary line feeding to such location, a reduction of \$0.312 per kW will apply to the Facilities Charge.

**METERING ADJUSTMENT:**

The above rate applies for service metered at secondary voltage. Where service is metered at the voltage of the primary line feeding to such location, metered kilowatts and kilowatt-hours will be reduced prior to billing by multiplying metered kilowatts and kilowatt-hours by 0.9806.

**MINIMUM MONTHLY BILL:**

During any month in which service is rendered, the minimum monthly bill will be the Customer Charge plus the Demand Charge plus the Facilities Charge.

**PAYMENT:**

The above rate applies only if the bill is paid on or before fourteen (14) days after the date thereof. If not so paid, the above rate plus 5% then applies.

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ISSUED BY Kelly S. Walters, Vice President, Joplin, MO

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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 2 15<sup>th</sup> Revised Sheet No. 4

Canceling P.S.C. Mo. No. 5 Sec. 2 14<sup>th</sup> Revised Sheet No. 4

For ALL TERRITORY

**LARGE POWER SERVICE  
SCHEDULE LP**

**AVAILABILITY:**

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

MONTHLY RATE:	Summer Season	Winter Season
CUSTOMER CHARGE.....	\$ 221.94	\$ 221.94
<b>DEMAND CHARGE:</b>		
Per kW of Billing Demand.....	12.28	6.78
<b>FACILITIES CHARGE</b>		
per kW of Facilities Demand.....	1.477	1.477
<b>ENERGY CHARGE:</b>		
First 350 hours use of Metered Demand, per kWh.....	0.0601	0.0534
All additional kWh, per kWh.....	0.0325	0.0314

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

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

**FUEL ADJUSTMENT CLAUSE:**

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

**DETERMINATION OF BILLING DEMAND:**

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

**DETERMINATION OF MONTHLY FACILITIES DEMAND:**

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

**TRANSFORMER OWNERSHIP:**

If the Company supplies a standard transformer and secondary facilities, a secondary facility charge of \$0.306 per kW of facilities demand will apply, otherwise, Rider XC will apply, unless Customer supplies their own secondary facilities.

**SUBSTATION FACILITIES CREDIT:**

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

**METERING ADJUSTMENT:**

The above rate applies for service metered at primary voltage. Where service is metered at secondary voltage, metered kilowatts and kilowatt-hours will be increased prior to billing by multiplying metered kilowatts and kilowatt-hours by 1.0198.

Where service is metered at transmission voltage, metered kilowatts and kilowatt-hours will be reduced prior to billing by multiplying kilowatts and kilowatt-hours by 0.9742.

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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 2 14<sup>th</sup> Revised Sheet No. 6

Canceling P.S.C. Mo. No. 5 Sec. 2 13<sup>th</sup> Revised Sheet No. 6

For ALL TERRITORY

**FEED MILL AND GRAIN ELEVATOR SERVICE  
SCHEDULE PFM**

**AVAILABILITY:**

This schedule is available for electric service to any custom feed mill or grain elevator.

**MONTHLY RATE:**

	Summer Season	Winter Season
Customer Charge .....	\$ 24.79	\$ 24.79
The first 700-kWh, per kWh .....	0.1614	0.1614
Additional kWh, per kWh .....	0.1614	0.1467

**PAYMENT:**

The above rate applies only if the bill is paid on or before twenty-one (21) days after the date thereof. If not so paid, the above rate plus 5% then applies.

**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.

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

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

**CONDITIONS OF SERVICE:**

1. The voltage, phase and frequency of energy supplied will be as approved by the Company.
2. Service will be supplied through a single meter unless otherwise authorized by the Company. The point of delivery and location of the meter will be at the building wall unless otherwise specifically designated and approved in advance by the Company for each exception.
3. Service will be furnished for the sole use of the Customer and will not be resold, redistributed or submetered, directly or indirectly.
4. The term of service will not be less than one (1) year. Intermittent or seasonal service will not be provided.
5. Bills for service will be rendered monthly.
6. The Company Rules and Regulations, P.S.C. Mo. No. 5, Section 5, are a part of this schedule.
7. No new customers will be accepted on this rate.

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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 2 14<sup>th</sup> Revised Sheet No. 7

Canceling P.S.C. Mo. No. 5 Sec. 2 13<sup>th</sup> Revised Sheet No. 7

For ALL TERRITORY

**TOTAL ELECTRIC BUILDING SERVICE  
SCHEDULE TEB**

**AVAILABILITY:**

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

MONTHLY RATE:	Summer Season	Winter Season
CUSTOMER CHARGE.....	\$ 60.02	\$ 60.02
<b>DEMAND CHARGE:</b>		
Per kW of Billing Demand.....	2.96	2.43
<b>FACILITIES CHARGE</b>		
per kW of Facilities Demand.....	1.789	1.789
<b>ENERGY CHARGE:</b>		
First 150 hours use of Metered Demand, per kWh.....	0.1114	0.0596
Next 200 hours use of Metered Demand, per kWh.....	0.0714	0.0564
All additional kWh, per kWh.....	0.0646	0.0555

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. If an interval data recorder is required for billing purposes, the Customer Charge will be \$220.80.

**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 BILLING DEMAND:**

The monthly Metered Demand will be determined from the highest fifteen minute integrated kilowatt demand registered during the month by a suitable demand meter. The monthly Billing Demand will be the monthly Metered Demand or 40 kW, whichever is greater.

**DETERMINATION OF MONTHLY FACILITIES DEMAND:**

The monthly Facilities Demand will be determined by a comparison of the current month's metered demand and the metered demand recorded in each of the previous 11 months. If there are less than 11 previous months of data, all available data from previous months will be used. The monthly Facilities Demand will be the maximum demand as determined by this comparison or 40 kW, whichever is greater.

**TRANSFORMER OWNERSHIP:**

Where the Customer supplies all facilities (other than metering equipment) for utilization of service at the voltage of the Company's primary line feeding to such location, a reduction of \$0.312 per kW will apply to the Facilities charge.

**METERING ADJUSTMENT:**

The above rate applies for service metered at secondary voltage. Where service is metered at the voltage of the primary line feeding to such location, metered kilowatts and kilowatt-hours will be reduced prior to billing by multiplying metered kilowatts and kilowatt-hours by 0.9806.

**MINIMUM MONTHLY BILL:**

During any month in which service is rendered, the minimum monthly bill will be the Customer charge plus the demand charge plus the Facilities Charge.

**PAYMENT:**

The above rate applies only if the bill is paid on or before fourteen (14) days after the date thereof. If not so paid, the above rate plus 5% then applies.

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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 2 10<sup>th</sup> Revised Sheet No. 9

Canceling P.S.C. Mo. No. 5 Sec. 2 9<sup>th</sup> Revised Sheet No. 9

For ALL TERRITORY

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

**AVAILABILITY:**

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

**MONTHLY RATE:**

	Summer Season	Winter Season
CUSTOMER CHARGE.....	\$ 220.80	\$ 220.80
ON-PEAK DEMAND CHARGE		
Per kW of Billing Demand .....	21.45	14.57
SUBSTATION FACILITIES CHARGE		
Per kW of Facilities Demand .....	0.431	0.431
ENERGY CHARGE, per kWh:		
On-Peak Period.....	0.0462	0.0328
Shoulder Period .....	0.0372	
Off-Peak Period.....	0.0288	0.0271

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

**FUEL ADJUSTMENT CLAUSE:**

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

**DETERMINATION OF DEMANDS (CPD, MFD, ID):**

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

**DETERMINATION OF BILLING DEMAND:**

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

**DETERMINATION OF MONTHLY FACILITIES DEMAND:**

The monthly "Substation Facilities Demand" shall be determined as being the highest fifteen (15) minute integrated demand registered by a suitable demand meter during all hours. In no event shall Substation Facility Demand, if applicable be less than the greater of 6000 kW and Customer's CPD for Customers that have contracted interruptible capacity as specified in the contract or any future amendments thereto.

**METERING ADJUSTMENT:**

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

**MINIMUM MONTHLY BILL:**

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

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ISSUED BY Kelly S. Walters, Vice President, Joplin, MO

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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 2 9<sup>th</sup> Revised Sheet No. 13

Canceling P.S.C. Mo. No. 5 Sec. 2 8<sup>th</sup> Revised Sheet No. 13

For ALL TERRITORY

**SPECIAL TRANSMISSION SERVICE  
SCHEDULE ST**

**AVAILABILITY:**

This schedule is available for electric service to any general service Customer who has signed a service contract with THE EMPIRE DISTRICT ELECTRIC COMPANY. The Company shall supply, sell and deliver electric power at transmission or substation voltage, and the Customer shall take and pay for said power under the provisions of the contract.

**NET MONTHLY RATE:**

	Summer Season	Winter Season
CUSTOMER CHARGE.....	\$ 220.80	\$ 220.80
ON-PEAK DEMAND CHARGE		
Per kW of Billing Demand.....	21.45	14.57
SUBSTATION FACILITIES CHARGE		
Per kW of Facilities Demand.....	0.431	0.431
ENERGY CHARGE, per kWh:		
Peak Period.....	0.0462	0.0328
Shoulder Period.....	0.0372	
Off-Peak Period.....	0.0288	0.0271

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. The Peak hours will be weekdays, excluding holidays, from 12:00 p.m. through 7:00 p.m. during the Summer Season and 6:00 a.m. through 10:00 p.m. during the Winter Season. The Shoulder hours will be weekends from 12:00 p.m. through 9:00 p.m. and weekdays from 9:00 a.m. through 12:00 p.m. and 7:00 p.m. through 10:00 p.m. during the Summer Season. All other hours are Off-Peak.

**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 BILLING DEMAND:**

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

**DETERMINATION OF MONTHLY FACILITIES DEMAND:**

The monthly "Substation Facilities Demand" if applicable, shall be determined as being the highest fifteen (15) minute integrated demand registered by a suitable demand meter during all hours. In no event shall Substation Facility Demand, if applicable, be less than the greater of 6000 kW and Customer's CPD for Customers that have contracted interruptible capacity as specified in the contract or any future amendments thereto.

**METERING ADJUSTMENT:**

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

**MINIMUM MONTHLY BILL:**

Except as provided in the above-mentioned contract, the Minimum Monthly Bill shall be the Customer Charge plus the On-Peak Demand Charge plus any applicable Facilities Charge.

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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 3 15<sup>th</sup> Revised Sheet No. 1

Canceling P.S.C. Mo. No. 5 Sec. 3 14<sup>th</sup> Revised 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
<b>Incandescent Lamp Sizes (No New Installation Allowed)</b>			
4,000 lumen .....	\$ 58.71	1,088	
10,000 lumen .....	120.83	2,331	
<b>Mercury-Vapor Lamp Sizes:</b>			
7,000 lumen .....	79.75	784	175
11,000 lumen .....	95.71	1,186	250
20,000 lumen .....	137.03	1,868	400
53,000 lumen .....	231.19	4,475	1000
<b>High-Pressure Sodium-Vapor Lamp Sizes (Lucalox, etc.):</b>			
6,000 lumen .....	74.74	374	70
16,000 lumen .....	93.55	694	150
27,500 lumen .....	121.75	1,271	250
50,000 lumen .....	173.51	1,880	400
130,000 lumen .....	280.00	4,313	1000
<b>Metal Halide Lamp Sizes:</b>			
12,000 lumen .....	116.95	696	175
20,500 lumen .....	143.33	1,020	250
36,000 lumen .....	191.73	1,620	400
110,000 lumen .....	423.69	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

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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 3 19<sup>th</sup> Revised Sheet No. 2

Canceling P.S.C. Mo. No. 5 Sec. 3 18<sup>th</sup> Revised Sheet No. 2

For ALL TERRITORY

PRIVATE LIGHTING SERVICE  
SCHEDULE PL

AVAILABILITY:

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

MONTHLY RATE:

	<u>Per Lamp</u>	<u>Monthly kWh</u>	<u>Watts</u>
<b>STANDARD STREET LIGHTING CONSTRUCTION:</b>			
Mercury-Vapor Lamp Sizes (No new installations allowed):			
6,800 lumen.....	\$ 14.14	65	175
20,000 lumen.....	23.54	156	400
54,000 lumen.....	45.13	373	1000
Sodium-Vapor Lamp Sizes:			
6,000 lumen.....	13.06	31	70
16,000 lumen.....	19.00	58	150
27,500 lumen.....	27.47	106	250
50,000 lumen.....	31.86	157	400
Metal Halide Lamp Sizes:			
12,000 lumen.....	22.03	59	175
20,500 lumen.....	29.40	85	250
36,000 lumen.....	33.00	135	400
 <b>STANDARD FLOOD LIGHTING CONSTRUCTION:</b>			
Mercury-Vapor Lamp Sizes (No new installations allowed):			
20,000 lumen.....	33.00	156	400
54,000 lumen.....	54.47	373	1000
Sodium-Vapor Lamp Sizes:			
27,500 lumen.....	31.97	106	250
50,000 lumen.....	43.84	157	400
140,000 lumen.....	64.05	359	1000
Metal Halide Lamp Sizes:			
12,000 lumen.....	22.62	59	175
20,500 lumen.....	30.26	85	250
36,000 lumen.....	44.63	135	400
110,000 lumen.....	65.21	338	1000
 Additional Charge for installations requiring additions to, or rearrangement of, existing facilities:			
Regular wood pole, per month.....	\$ 1.81		
Transformer.....	1.81		
Guy and anchor, per month.....	1.81		
Overhead conductor, three wire, per foot, per month.....	0.017		
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

P.S.C. Mo. No. 5 Sec. 3 14<sup>th</sup> Revised Sheet No. 3

Canceling P.S.C. Mo. No. 5 Sec. 3 13<sup>th</sup> Revised 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 ..... \$ 0.1564  
For all additional kWh used, per kWh ..... 0.1226

MINIMUM:

The net monthly minimum charge for any month during which electrical energy is used will be \$41.80.

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.

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

DATE EFFECTIVE \_\_\_\_\_

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 3 14<sup>th</sup> Revised Sheet No. 4

Canceling P.S.C. Mo. No. 5 Sec. 3 13<sup>th</sup> Revised 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 .....	\$	17.67
For all energy used, per kWh .....	\$	0.0911

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.

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

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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 3 3<sup>rd</sup> Revised Sheet No. 6

Canceling P.S.C. Mo. No. 5 Sec. 3 2<sup>nd</sup> Revised Sheet No. 6

For ALL TERRITORY

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RESERVED FOR FUTURE USE

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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 3 2<sup>nd</sup> Revised Sheet No. 7

Canceling P.S.C. Mo. No. 5 Sec. 3 1<sup>st</sup> Revised Sheet No. 7

For ALL TERRITORY

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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 3 2<sup>nd</sup> Revised Sheet No. 8

Canceling P.S.C. Mo. No. 5 Sec. 3 1<sup>st</sup> Revised Sheet No. 8

For ALL TERRITORY

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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 3 2<sup>nd</sup> Revised Sheet No. 9

Canceling P.S.C. Mo. No. 5 Sec. 3 1<sup>st</sup> Revised Sheet No. 9

For ALL TERRITORY

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RESERVED FOR FUTURE USE

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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 7<sup>th</sup> Revised Sheet No. 7

Canceling P.S.C. Mo. No. 5 Sec. 4 6<sup>th</sup> Revised Sheet No. 7

For ALL TERRITORY

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RESERVED FOR FUTURE USE

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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 Original Sheet No. 17d

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

For ALL TERRITORY

FUEL ADJUSTMENT CLAUSE  
 SCHEDULE FAC  
**For service in Accumulations Periods after [EFFECTIVE DATE OF TARIFFS]; and for service in that portion of Accumulation Period 5 on and after [EFFECTIVE DATE OF TARIFFS].**

The two six-month accumulation periods, the two six-month recovery periods and filing dates will be as follows:

<u>ACCUMULATION PERIOD</u>	<u>RECOVERY PERIOD</u>	<u>ACCUMULATION PERIOD</u>	<u>RECOVERY PERIOD</u>
SEPTEMBER	JUNE	MARCH	DECEMBER
OCTOBER	JULY	APRIL	JANUARY
NOVEMBER	AUGUST	MAY	FEBRUARY
DECEMBER	SEPTEMBER	JUNE	MARCH
JANUARY	OCTOBER	JULY	APRIL
FEBRUARY	NOVEMBER	AUGUST	MAY
Filing date:	April 1 <sup>st</sup>		October 1 <sup>st</sup>

The Company will make a Cost Adjustment Factor ("CAF") filing by each Filing Date. The new CAF rates for which the filing is made will be applicable starting with the recovery period that begins following the Filing Date. All CAF filings shall be accompanied by detailed workpapers supporting the filing in an electronic format with all formulas intact.

DEFINITIONS

**ACCUMULATION PERIOD:**

The six calendar months during which the actual costs subject to this rider will be accumulated for purposes of determining the CAF.

**RECOVERY PERIOD:**

The billing months during which CAF is applied to retail customer billings on a per kilowatt-hour (kWh) basis.

**COSTS:**

Costs eligible for Fuel Adjustment Clause (FAC) will be the Company's total book costs as allocated to Missouri for fuel consumed in Company generating units, including the costs associated with the Company's fuel hedging program; purchased power energy charges, including applicable transmission fees; Southwest Power Pool variable costs, Air Quality Control System ("AQCS") consumables, such as anhydrous ammonia, limestone, and powder activated carbon, and emission allowance costs during the accumulation period. Eligible costs do not include the purchased power demand costs. These costs will be off-set by off-system sales revenue, any emission allowance revenues collected, and renewable energy credit revenues in the accumulation period.

**BASE COST:**

Company generated energy and purchased energy cost per kWh at the generator, established by season in the most recent base rate case. The base cost per kWh for the summer months of June through September is \$0.03182. For all other months the base cost per kWh is \$0.02857.

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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 Original Sheet No. 17e

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

For ALL TERRITORY

FUEL ADJUSTMENT CLAUSE  
SCHEDULE FAC  
For service in Accumulation Periods after [EFFECTIVE DATE OF TARIFFS]; and for service in that portion of Accumulation Period 5 on and after [EFFECTIVE DATE OF TARIFFS]

APPLICATION

FUEL ADJUSTMENT CLAUSE

The average price per kWh of electricity generated or purchased will be adjusted subject to application of the FAC, and approved by the Public Service Commission. The price will reflect 95 percent of the accumulation period costs either above or below base costs specified below for:

1. Fuel and AQCS consumables consumed in Company electric generating plants;
2. Purchased energy (excluding demand);
3. Off-system sales revenue;
4. Emission allowance costs and revenues; and
5. Renewable energy credit revenues.

It will also include:

6. An adjustment for the prior recovery period's over/under recovery of FAC Costs;
7. Interest at a rate equal to the Company's short-term interest rate will be applied to the average monthly deferred electric energy costs and will be accumulated during the accumulation period. Deferred electric energy cost shall be determined monthly. The monthly deferred amount may be negative or positive during the accumulation period.

The formula and components are displayed below.

$$FAC = \{[(F + P + E - O - R - B) * J] * 0.95\} + C + I$$

Where:

- F = Actual total cost of fuel - FERC Accounts 501 & 547, and AQCS consumables – FERC Account 506.2.
- P = Actual total net system input cost of purchased energy - FERC Account 555 (excluding purchase power demand charges).
- E = Actual total system net emission allowance cost and revenues - FERC Accounts 509 & 254.103.
- O = Actual total system off-system sales revenue.
- B = Base cost of fuel and purchased power energy calculated as follows:

1. For the months of June through September B = (NSI kWh \* \$0.03182)
2. For all other months B = (NSI kWh \* \$0.02857)

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ISSUED BY Kelly S. Walters, Vice President, Joplin, MO

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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. A 25<sup>th</sup> Revised Sheet No. 1

Canceling P.S.C. Mo. No. 5 Sec. A 24<sup>th</sup> Revised Sheet No. 1

For ALL TERRITORY

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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 1 15<sup>th</sup> Revised Sheet No. 1

Canceling P.S.C. Mo. No. 5 Sec. 1 14<sup>th</sup> Revised Sheet No. 1

For ALL TERRITORY

**RESIDENTIAL SERVICE  
SCHEDULE RG**

**AVAILABILITY:**

This schedule is available for residential service to single-family dwellings or to multi-family dwellings within a single building. This schedule is not available for service through a single meter to two or more separate buildings each containing one or more dwelling units.

**MONTHLY RATE:**

	Summer Season	Winter Season
Customer Charge .....	\$ 12.09	\$ 12.09
The first 600-kWh, per kWh.....	0.1037	0.1037
Additional kWh, per kWh .....	0.1037	0.0703

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.

**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:**

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. Service will be supplied through a single meter unless otherwise authorized by the Company. The point of delivery and location of the meter will be at the building wall unless otherwise specifically designated and approved in advance by the Company for each exception.
4. If this schedule is used for service through a single meter to multiple-family dwellings within a single building, each Customer charge and kWh block will be multiplied by the number of dwelling units served in calculating each month's bill.
5. Welding, X-ray, or other equipment characterized by severe or fluctuating demands, will not be served.
6. Intermittent or seasonal service will not be provided.
7. Bills for service will be rendered monthly. At the option of the Company, however, the meters may be read bimonthly with the bill for the alternate month based upon an estimated kWh consumption.
8. The Company Rules and Regulations, P.S.C. Mo. No. 5, Section 5, are a part of this schedule.

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

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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 2 14<sup>th</sup> Revised Sheet No. 1

Canceling P.S.C. Mo. No. 5 Sec. 2 13<sup>th</sup> Revised Sheet No. 1

For ALL TERRITORY

COMMERCIAL SERVICE  
SCHEDULE CB

AVAILABILITY:

This schedule is available to any general service customer on the lines of the Company whose electric load is not in excess of 40 kW, except those who are conveying electric service received to others whose utilization of same is for residential purposes other than transient or seasonal. Motels, hotels, inns, resorts, etc., and others who provide transient rooms and/or board service and/or provide service to dwellings on a transient or seasonal basis are not excluded from the use of this rate. The Company reserves the right to determine the applicability or the availability of this rate to any specific applicant for electric service.

MONTHLY RATE:

	Summer Season	Winter Season
Customer Charge.....	\$ 17.06	\$ 17.06
The first 700-kWh, per kWh.....	0.1153	0.1153
Additional kWh, per kWh.....	0.1153	0.0875

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.

PAYMENT:

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

GROSS RECEIPTS, OCCUPATION OR FRANCHISE TAXES:

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

CONDITIONS OF SERVICE:

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

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 2 14<sup>th</sup> Revised Sheet No. 2

Canceling P.S.C. Mo. No. 5 Sec. 2 13<sup>th</sup> Revised Sheet No. 2

For ALL TERRITORY

**SMALL HEATING SERVICE  
SCHEDULE SH**

**AVAILABILITY:**

This schedule is available to any general service customer on the lines of the Company whose average load is not in excess of 40 kW during the Summer Season and where the electric service supplied is the only source of energy at the service location and the customer permanently installs and regularly uses electric space-heating equipment for all internal space-heating comfort requirements. However, this schedule is not available to those who are conveying electric service received to others whose utilization of same is for residential purposes other than transient or seasonal. Motels, hotels, inns, resorts, etc., and others who provide transient rooms and/or board service and/or provide service to dwellings on a transient or seasonal basis are not excluded from the use of this rate. The Company reserves the right to determine the applicability or the availability of this rate to any specific applicant for electric service.

**MONTHLY RATE:**

	Summer Season	Winter Season
Customer Charge .....	\$ 17.06	\$ 17.06
The first 700-kWh, per kWh.....	0.1148	0.1148
Additional kWh, per kWh .....	0.1148	0.0680

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.

**PAYMENT:**

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

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

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

**CONDITIONS OF SERVICE:**

1. The voltage, phase and frequency of energy supplied will be as approved by the Company.
2. Service will be furnished for the sole use of the Customer and will not be resold, redistributed or submetered, directly or indirectly.
3. Service will be supplied through a single meter unless otherwise authorized by the Company. The point of delivery and location of the meter will be at the building wall unless otherwise specifically designated and approved in advance by the Company for each exception.
4. Where the Customer's use of welding, or other equipment characterized by fluctuating or severe demands, necessitates the installation of additional or increased facilities (including distribution transformers, service conductors or secondaries) solely to serve such Customer, the applicable provisions of Rider XC will apply in amendment to the provisions of this schedule.

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ISSUED BY Kelly S. Walters, Vice President, Joplin, MO

DATE EFFECTIVE \_\_\_\_\_

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 2 14<sup>th</sup> Revised Sheet No. 3

Canceling P.S.C. Mo. No. 5 Sec. 2 13<sup>th</sup> Revised Sheet No. 3

For ALL TERRITORY

**GENERAL POWER SERVICE  
SCHEDULE GP**

**AVAILABILITY:**

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

<b>MONTHLY RATE:</b>	Summer Season	Winter Season
CUSTOMER CHARGE.....	\$ 57.94	\$ 57.94
<b>DEMAND CHARGE:</b>		
Per kW of Billing Demand.....	6.12	4.77
<b>FACILITIES CHARGE</b>		
per kW of Facilities Demand.....	1.727	1.727
<b>ENERGY CHARGE:</b>		
First 150 hours use of Metered Demand, per kWh.....	0.0922	0.0553
Next 200 hours use of Metered Demand, per kWh.....	0.0591	0.0534
All additional kWh, per kWh.....	0.0534	0.0531

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. If an interval data recorder is required for billing purposes, the Customer Charge will be \$213.16.

**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 BILLING DEMAND:**

The monthly Metered Demand will be determined from the highest fifteen minute integrated kilowatt demand registered during the month by a suitable demand meter. The monthly Billing Demand will be the monthly Metered Demand or 40 kW, whichever is greater.

**DETERMINATION OF MONTHLY FACILITIES DEMAND:**

The monthly Facilities Demand will be determined by a comparison of the current month's metered demand and the metered demand recorded in each of the previous 11 months. If there are less than 11 previous months of data, all available data from previous months will be used. The monthly Facilities Demand will be the maximum demand as determined by this comparison or 40 kW, whichever is greater.

**TRANSFORMER OWNERSHIP:**

Where the Customer supplies all facilities (other than metering equipment) for utilization of service at the voltage of the Company's primary line feeding to such location, a reduction of \$0.301 per kW will apply to the Facilities Charge.

**METERING ADJUSTMENT:**

The above rate applies for service metered at secondary voltage. Where service is metered at the voltage of the primary line feeding to such location, metered kilowatts and kilowatt-hours will be reduced prior to billing by multiplying metered kilowatts and kilowatt-hours by 0.9806.

**MINIMUM MONTHLY BILL:**

During any month in which service is rendered, the minimum monthly bill will be the Customer Charge plus the Demand Charge plus the Facilities Charge.

**PAYMENT:**

The above rate applies only if the bill is paid on or before fourteen (14) days after the date thereof. If not so paid, the above rate plus 5% then applies.

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

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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 2 15<sup>th</sup> Revised Sheet No. 4

Canceling P.S.C. Mo. No. 5 Sec. 2 14<sup>th</sup> Revised Sheet No. 4

For ALL TERRITORY

**LARGE POWER SERVICE  
SCHEDULE LP**

**AVAILABILITY:**

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

MONTHLY RATE:	Summer Season	Winter Season
CUSTOMER CHARGE.....	\$ 214.27	\$ 214.27
<b>DEMAND CHARGE:</b>		
Per kW of Billing Demand.....	11.86	6.55
<b>FACILITIES CHARGE</b>		
per kW of Facilities Demand.....	1.426	1.426
<b>ENERGY CHARGE:</b>		
First 350 hours use of Metered Demand, per kWh.....	0.0580	0.0516
All additional kWh, per kWh.....	0.0314	0.0303

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

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

**FUEL ADJUSTMENT CLAUSE:**

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

**DETERMINATION OF BILLING DEMAND:**

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

**DETERMINATION OF MONTHLY FACILITIES DEMAND:**

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

**TRANSFORMER OWNERSHIP:**

If the Company supplies a standard transformer and secondary facilities, a secondary facility charge of \$0.296 per kW of facilities demand will apply, otherwise, Rider XC will apply, unless Customer supplies their own secondary facilities.

**SUBSTATION FACILITIES CREDIT:**

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

**METERING ADJUSTMENT:**

The above rate applies for service metered at primary voltage. Where service is metered at secondary voltage, metered kilowatts and kilowatt-hours will be increased prior to billing by multiplying metered kilowatts and kilowatt-hours by 1.0198.

Where service is metered at transmission voltage, metered kilowatts and kilowatt-hours will be reduced prior to billing by multiplying kilowatts and kilowatt-hours by 0.9742.

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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 2 14<sup>th</sup> Revised Sheet No. 6

Canceling P.S.C. Mo. No. 5 Sec. 2 13<sup>th</sup> Revised Sheet No. 6

For ALL TERRITORY

**FEED MILL AND GRAIN ELEVATOR SERVICE  
SCHEDULE PFM**

**AVAILABILITY:**

This schedule is available for electric service to any custom feed mill or grain elevator.

**MONTHLY RATE:**

	Summer Season	Winter Season
Customer Charge .....	\$ 23.93	\$ 23.93
The first 700-kWh, per kWh .....	0.1558	0.1558
Additional kWh, per kWh .....	0.1558	0.1417

**PAYMENT:**

The above rate applies only if the bill is paid on or before twenty-one (21) days after the date thereof. If not so paid, the above rate plus 5% then applies.

**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.

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

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

**CONDITIONS OF SERVICE:**

1. The voltage, phase and frequency of energy supplied will be as approved by the Company.
2. Service will be supplied through a single meter unless otherwise authorized by the Company. The point of delivery and location of the meter will be at the building wall unless otherwise specifically designated and approved in advance by the Company for each exception.
3. Service will be furnished for the sole use of the Customer and will not be resold, redistributed or submetered, directly or indirectly.
4. The term of service will not be less than one (1) year. Intermittent or seasonal service will not be provided.
5. Bills for service will be rendered monthly.
6. The Company Rules and Regulations, P.S.C. Mo. No. 5, Section 5, are a part of this schedule.
7. No new customers will be accepted on this rate.

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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 2 14<sup>th</sup> Revised Sheet No. 7

Canceling P.S.C. Mo. No. 5 Sec. 2 13<sup>th</sup> Revised Sheet No. 7

For ALL TERRITORY

**TOTAL ELECTRIC BUILDING SERVICE  
SCHEDULE TEB**

**AVAILABILITY:**

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

**MONTHLY RATE:**

	Summer Season	Winter Season
CUSTOMER CHARGE.....	\$ 57.94	\$ 57.94
<b>DEMAND CHARGE:</b>		
Per kW of Billing Demand.....	2.86	2.34
<b>FACILITIES CHARGE</b>		
per kW of Facilities Demand.....	1.727	1.727
<b>ENERGY CHARGE:</b>		
First 150 hours use of Metered Demand, per kWh.....	0.1075	0.0576
Next 200 hours use of Metered Demand, per kWh.....	0.0690	0.0543
All additional kWh, per kWh.....	0.0624	0.0537

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. If an interval data recorder is required for billing purposes, the Customer Charge will be \$213.16.

**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 BILLING DEMAND:**

The monthly Metered Demand will be determined from the highest fifteen minute integrated kilowatt demand registered during the month by a suitable demand meter. The monthly Billing Demand will be the monthly Metered Demand or 40 kW, whichever is greater.

**DETERMINATION OF MONTHLY FACILITIES DEMAND:**

The monthly Facilities Demand will be determined by a comparison of the current month's metered demand and the metered demand recorded in each of the previous 11 months. If there are less than 11 previous months of data, all available data from previous months will be used. The monthly Facilities Demand will be the maximum demand as determined by this comparison or 40 kW, whichever is greater.

**TRANSFORMER OWNERSHIP:**

Where the Customer supplies all facilities (other than metering equipment) for utilization of service at the voltage of the Company's primary line feeding to such location, a reduction of \$0.301 per kW will apply to the Facilities charge.

**METERING ADJUSTMENT:**

The above rate applies for service metered at secondary voltage. Where service is metered at the voltage of the primary line feeding to such location, metered kilowatts and kilowatt-hours will be reduced prior to billing by multiplying metered kilowatts and kilowatt-hours by 0.9806.

**MINIMUM MONTHLY BILL:**

During any month in which service is rendered, the minimum monthly bill will be the Customer charge plus the demand charge plus the Facilities Charge.

**PAYMENT:**

The above rate applies only if the bill is paid on or before fourteen (14) days after the date thereof. If not so paid, the above rate plus 5% then applies.

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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 2 10<sup>th</sup> Revised Sheet No. 9

Canceling P.S.C. Mo. No. 5 Sec. 2 9<sup>th</sup> Revised Sheet No. 9

For ALL TERRITORY

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

**AVAILABILITY:**

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

**MONTHLY RATE:**

	Summer Season	Winter Season
CUSTOMER CHARGE.....	\$ 213.16	\$ 213.16
ON-PEAK DEMAND CHARGE		
Per kW of Billing Demand .....	20.71	14.07
SUBSTATION FACILITIES CHARGE		
Per kW of Facilities Demand .....	0.416	0.416
ENERGY CHARGE, per kWh:		
On-Peak Period.....	0.0446	0.0316
Shoulder Period .....	0.0359	
Off-Peak Period.....	0.0278	0.0262

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

**FUEL ADJUSTMENT CLAUSE:**

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

**DETERMINATION OF DEMANDS (CPD, MFD, ID):**

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

**DETERMINATION OF BILLING DEMAND:**

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

**DETERMINATION OF MONTHLY FACILITIES DEMAND:**

The monthly "Substation Facilities Demand" shall be determined as being the highest fifteen (15) minute integrated demand registered by a suitable demand meter during all hours. In no event shall Substation Facility Demand, if applicable be less than the greater of 6000 kW and Customer's CPD for Customers that have contracted interruptible capacity as specified in the contract or any future amendments thereto.

**METERING ADJUSTMENT:**

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

**MINIMUM MONTHLY BILL:**

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

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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 2 9<sup>th</sup> Revised Sheet No. 13

Canceling P.S.C. Mo. No. 5 Sec. 2 8<sup>th</sup> Revised Sheet No. 13

For ALL TERRITORY

**SPECIAL TRANSMISSION SERVICE  
SCHEDULE ST**

**AVAILABILITY:**

This schedule is available for electric service to any general service Customer who has signed a service contract with THE EMPIRE DISTRICT ELECTRIC COMPANY. The Company shall supply, sell and deliver electric power at transmission or substation voltage, and the Customer shall take and pay for said power under the provisions of the contract.

**NET MONTHLY RATE:**

	Summer Season	Winter Season
CUSTOMER CHARGE.....	\$ 213.16	\$ 213.16
ON-PEAK DEMAND CHARGE		
Per kW of Billing Demand.....	20.71	14.07
SUBSTATION FACILITIES CHARGE		
Per kW of Facilities Demand.....	0.416	0.416
ENERGY CHARGE, per kWh:		
Peak Period.....	0.0446	0.0316
Shoulder Period.....	0.0359	
Off-Peak Period.....	0.0278	0.0262

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. The Peak hours will be weekdays, excluding holidays, from 12:00 p.m. through 7:00 p.m. during the Summer Season and 6:00 a.m. through 10:00 p.m. during the Winter Season. The Shoulder hours will be weekends from 12:00 p.m. through 9:00 p.m. and weekdays from 9:00 a.m. through 12:00 p.m. and 7:00 p.m. through 10:00 p.m. during the Summer Season. All other hours are Off-Peak.

**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 BILLING DEMAND:**

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

**DETERMINATION OF MONTHLY FACILITIES DEMAND:**

The monthly "Substation Facilities Demand" if applicable, shall be determined as being the highest fifteen (15) minute integrated demand registered by a suitable demand meter during all hours. In no event shall Substation Facility Demand, if applicable, be less than the greater of 6000 kW and Customer's CPD for Customers that have contracted interruptible capacity as specified in the contract or any future amendments thereto.

**METERING ADJUSTMENT:**

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

**MINIMUM MONTHLY BILL:**

Except as provided in the above-mentioned contract, the Minimum Monthly Bill shall be the Customer Charge plus the On-Peak Demand Charge plus any applicable Facilities Charge.

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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 3 15<sup>th</sup> Revised Sheet No. 1

Canceling P.S.C. Mo. No. 5 Sec. 3 14<sup>th</sup> Revised 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
<b>Incandescent Lamp Sizes (No New Installation Allowed)</b>			
4,000 lumen .....	\$ 56.68	1,088	
10,000 lumen .....	116.65	2,331	
<b>Mercury-Vapor Lamp Sizes:</b>			
7,000 lumen .....	76.99	784	175
11,000 lumen .....	92.40	1,186	250
20,000 lumen .....	132.30	1,868	400
53,000 lumen .....	223.20	4,475	1000
<b>High-Pressure Sodium-Vapor Lamp Sizes (Lucalox, etc.):</b>			
6,000 lumen .....	72.15	374	70
16,000 lumen .....	90.31	694	150
27,500 lumen .....	117.54	1,271	250
50,000 lumen .....	167.51	1,880	400
130,000 lumen .....	270.32	4,313	1000
<b>Metal Halide Lamp Sizes:</b>			
12,000 lumen .....	112.91	696	175
20,500 lumen .....	138.37	1,020	250
36,000 lumen .....	185.11	1,620	400
110,000 lumen .....	409.04	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

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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 3 19<sup>th</sup> Revised Sheet No. 2

Canceling P.S.C. Mo. No. 5 Sec. 3 18<sup>th</sup> Revised Sheet No. 2

For ALL TERRITORY

PRIVATE LIGHTING SERVICE  
SCHEDULE PL

AVAILABILITY:

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

MONTHLY RATE:

	<u>Per Lamp</u>	<u>Monthly kWh</u>	<u>Watts</u>
<b>STANDARD STREET LIGHTING CONSTRUCTION:</b>			
Mercury-Vapor Lamp Sizes (No new installations allowed):			
6,800 lumen.....	\$ 13.65	65	175
20,000 lumen.....	22.73	156	400
54,000 lumen.....	43.57	373	1000
Sodium-Vapor Lamp Sizes:			
6,000 lumen.....	12.61	31	70
16,000 lumen.....	18.35	58	150
27,500 lumen.....	26.52	106	250
50,000 lumen.....	30.76	157	400
Metal Halide Lamp Sizes:			
12,000 lumen.....	21.27	59	175
20,500 lumen.....	28.39	85	250
36,000 lumen.....	31.86	135	400
 <b>STANDARD FLOOD LIGHTING CONSTRUCTION:</b>			
Mercury-Vapor Lamp Sizes (No new installations allowed):			
20,000 lumen.....	31.86	156	400
54,000 lumen.....	52.59	373	1000
Sodium-Vapor Lamp Sizes:			
27,500 lumen.....	30.86	106	250
50,000 lumen.....	42.32	157	400
140,000 lumen.....	61.84	359	1000
Metal Halide Lamp Sizes:			
12,000 lumen.....	21.84	59	175
20,500 lumen.....	29.22	85	250
36,000 lumen.....	43.09	135	400
110,000 lumen.....	62.96	338	1000
 Additional Charge for installations requiring additions to, or rearrangement of, existing facilities:			
Regular wood pole, per month.....	\$ 1.75		
Transformer.....	1.75		
Guy and anchor, per month.....	1.75		
Overhead conductor, three wire, per foot, per month.....	0.016		
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

P.S.C. Mo. No. 5 Sec. 3 14<sup>th</sup> Revised Sheet No. 3

Canceling P.S.C. Mo. No. 5 Sec. 3 13<sup>th</sup> Revised 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 ..... \$ 0.1510  
For all additional kWh used, per kWh ..... 0.1183

**MINIMUM:**

The net monthly minimum charge for any month during which electrical energy is used will be \$40.35.

**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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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 3 14<sup>th</sup> Revised Sheet No. 4

Canceling P.S.C. Mo. No. 5 Sec. 3 13<sup>th</sup> Revised 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 .....	\$	17.06
For all energy used, per kWh.....	\$	0.0879

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.

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

DATE EFFECTIVE \_\_\_\_\_

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 3 3<sup>rd</sup> Revised Sheet No. 6

Canceling P.S.C. Mo. No. 5 Sec. 3 2<sup>nd</sup> Revised Sheet No. 6

For ALL TERRITORY

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RESERVED FOR FUTURE USE

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

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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 3 2<sup>nd</sup> Revised Sheet No. 7

Canceling P.S.C. Mo. No. 5 Sec. 3 1<sup>st</sup> Revised Sheet No. 7

For ALL TERRITORY

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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 3 2<sup>nd</sup> Revised Sheet No. 8

Canceling P.S.C. Mo. No. 5 Sec. 3 1<sup>st</sup> Revised Sheet No. 8

For ALL TERRITORY

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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 3 2<sup>nd</sup> Revised Sheet No. 9

Canceling P.S.C. Mo. No. 5 Sec. 3 1<sup>st</sup> Revised Sheet No. 9

For ALL TERRITORY

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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 7<sup>th</sup> Revised Sheet No. 7

Canceling P.S.C. Mo. No. 5 Sec. 4 6<sup>th</sup> Revised Sheet No. 7

For ALL TERRITORY

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DATE EFFECTIVE \_\_\_\_\_

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 Original Sheet No. 17d

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

For ALL TERRITORY

FUEL ADJUSTMENT CLAUSE  
SCHEDULE FAC

**For service in Accumulations Periods after [EFFECTIVE DATE OF TARIFFS]; and for service in that portion of Accumulation Period 5 on and after [EFFECTIVE DATE OF TARIFFS].**

The two six-month accumulation periods, the two six-month recovery periods and filing dates will be as follows:

<u>ACCUMULATION PERIOD</u>	<u>RECOVERY PERIOD</u>	<u>ACCUMULATION PERIOD</u>	<u>RECOVERY PERIOD</u>
SEPTEMBER	JUNE	MARCH	DECEMBER
OCTOBER	JULY	APRIL	JANUARY
NOVEMBER	AUGUST	MAY	FEBRUARY
DECEMBER	SEPTEMBER	JUNE	MARCH
JANUARY	OCTOBER	JULY	APRIL
FEBRUARY	NOVEMBER	AUGUST	MAY
Filing date:	April 1 <sup>st</sup>		October 1 <sup>st</sup>

The Company will make a Cost Adjustment Factor ("CAF") filing by each Filing Date. The new CAF rates for which the filing is made will be applicable starting with the recovery period that begins following the Filing Date. All CAF filings shall be accompanied by detailed workpapers supporting the filing in an electronic format with all formulas intact.

DEFINITIONS

**ACCUMULATION PERIOD:**

The six calendar months during which the actual costs subject to this rider will be accumulated for purposes of determining the CAF.

**RECOVERY PERIOD:**

The billing months during which CAF is applied to retail customer billings on a per kilowatt-hour (kWh) basis.

**COSTS:**

Costs eligible for Fuel Adjustment Clause (FAC) will be the Company's total book costs as allocated to Missouri for fuel consumed in Company generating units, including the costs associated with the Company's fuel hedging program; purchased power energy charges, including applicable transmission fees; Southwest Power Pool variable costs, Air Quality Control System ("AQCS") consumables, such as anhydrous ammonia, limestone, and powder activated carbon, and emission allowance costs during the accumulation period. Eligible costs do not include the purchased power demand costs. These costs will be off-set by off-system sales revenue, any emission allowance revenues collected, and renewable energy credit revenues in the accumulation period.

**BASE COST:**

Company generated energy and purchased energy cost per kWh at the generator, established by season in the most recent base rate case. The base cost per kWh for the summer months of June through September is \$0.03173. For all other months the base cost per kWh is \$0.02848.

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

DATE EFFECTIVE \_\_\_\_\_

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 Original Sheet No. 17e

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

For ALL TERRITORY

FUEL ADJUSTMENT CLAUSE  
SCHEDULE FAC

For Service in Accumulation Periods after [EFFECTIVE DATE OF TARIFFS]; and for service in that portion of Accumulation Period 5 on and after [EFFECTIVE DATE OF TARIFFS].

APPLICATION

FUEL ADJUSTMENT CLAUSE

The average price per kWh of electricity generated or purchased will be adjusted subject to application of the FAC, and approved by the Public Service Commission. The price will reflect 95 percent of the accumulation period costs either above or below base costs specified below for:

1. Fuel and AQCS consumables consumed in Company electric generating plants;
2. Purchased energy (excluding demand);
3. Off-system sales revenue;
4. Emission allowance costs and revenues; and
5. Renewable energy credit revenues.

It will also include:

6. An adjustment for the prior recovery period's over/under recovery of FAC Costs;.
7. Interest at a rate equal to the Company's short-term interest rate will be applied to the average monthly deferred electric energy costs and will be accumulated during the accumulation period. Deferred electric energy cost shall be determined monthly. The monthly deferred amount may be negative or positive during the accumulation period.

The formula and components are displayed below.

$$FAC = \{[(F + P + E - O - R - B) * J] * 0.95\} + C + I$$

Where:

- F = Actual total cost of fuel - FERC Accounts 501 & 547, and AQCS consumables – FERC Account 506.2.
- P = Actual total net system input cost of purchased energy - FERC Account 555 (excluding purchase power demand charges).
- E = Actual total system net emission allowance cost and revenues - FERC Accounts 509 & 254.103.
- O = Actual total system off-system salesrevenue.
- B = Base cost of fuel and purchased power energy calculated as follows:

- 1. For the months of June through September B = (NSI kWh \* \$0.03173)
- 2. For all other months B = (NSI kWh \* \$0.02848)

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

DATE EFFECTIVE \_\_\_\_\_

## **Appendix C**

### **Pensions and OPEBS**

In each of the Company's last three rate cases, Case Nos. ER-2004-0570, ER-2006-0315 and ER-2008-0093, the Commission approved stipulations and agreements that provide for Empire to have its pension and OPEB rate allowance set equal to its most current annual level of pension and OPEB expense, as calculated under current financial accounting standards. In this case, for the twelve months ended December 31, 2009, the annual level of Missouri jurisdictional electric ongoing pension and OPEB expense to be recovered in rates is \$5,093,719 and \$552,484 respectively. This includes the actuarially determined expense for 2009 of \$4,858,163 and \$1,203,641, for pension and OPEBs, respectively, and the five year amortization amounts of \$235,556 and (\$651,157) for pensions and OPEBs, respectively. The Missouri jurisdictional electric prepaid pension asset balance as of December 31, 2009 is \$50,417. Those stipulation and agreements also set up a tracker mechanism for Empire's pension and OPEB expense, in which any excess or deficiency of the Company's pension and OPEB rate allowance, compared to its ongoing level of pension and OPEB expense, is treated as a regulatory asset or liability that is then included in Empire's rate base and amortized, as an addition or reduction to pension and OPEB expense, over a five-year period. In this case, Empire's Missouri jurisdictional electric regulatory asset/liability balance as of December 31, 2009, for pension and OPEBs is \$1,177,780 and (\$3,255,784), respectively, and the amortized amount is \$235,556 and (\$651,157) for pensions and OPEBs, respectively. To (i) ensure that additional funds required to avoid benefit restrictions under certain provisions of the Pension Protection Act of 2006 are properly reflected in rates, (ii) to clarify, for

ratemaking purposes, the accounting treatment of any special events under ASC 715-30 and ASC 715-60, formerly FAS 87, FAS 88 and FAS 106, that would require the Company to recognize one-time charges (expense) or credits (income), and (iii) to ensure that any of these one-time charges or credits is properly reflected in rates, the Parties hereby agree to add to the previous stipulations and agreements related to pensions and OPEBs as set forth in the OPEB Agreement, the Pension Agreement, and the Pension and OPEB Special Events Agreement (collectively “Agreements”), which are attached hereto and incorporated herein by reference. Empire agrees that it will inform the Parties of the occurrence of any special events under current financial reporting standards that would trigger the accounting treatment set forth in the Agreements, as well as any contributions of additional amounts to its pension trust fund to avoid Pension Protection Act benefit restrictions. In addition, the Parties specifically reserve the right to challenge the prudence of future pension and OPEB expenses that Empire proposes to recover through the pension and OPEBs tracker mechanism.

### **OPEB Agreement**

The intent of this agreement is to:

A. Have the amount collected in rates for OPEB cost be based on the actuarially determined cost under ASC 715-60, formerly FAS 106, using methodology similar to that used to determine ASC 715-30, formerly FAS 87, pension cost, as described below in item 2; and

B. Have all prudent amounts expensed by the Company and contributed by the Company to the VEBA trust in accordance with the provisions of this agreement be recoverable in rates; and

C. Clarify the recommendations as to future treatment of any charges that would otherwise be recorded to equity (e.g., decreases to other comprehensive income) as required by ASC 715-20, formerly FAS 158, or any other FASB codification, statement or procedure relative to the recognition of OPEB costs and /or liabilities and to bind the Parties to such future recommendations as may be required by the terms of this agreement.

To accomplish the goals evidenced by these recommendations, the provisions listed below are included in this agreement. The Parties acknowledge that this agreement creates certain rights and obligations with respect to future positions and recommendations of these Parties, if approved by the Commission herein, but does not bind the Commission in any subsequent proceeding.

1. The Company's actuarially determined OPEB cost is currently recognized in rates and for financial reporting purposes.

2. OPEB cost will be calculated based on the following methodology:

- a. A Market Related Value of assets will be used to determine costs, smoothing all asset gains and losses that occur on and after January 1, 2006 over a five-year-period.
- b. Unrecognized gains and losses will be amortized over a 10-year period without respect to the 10% Corridor described in ASC 715-60.

3. In the case that OPEB expense becomes negative, the Company is ordered to set up a regulatory liability to offset the negative expense. In future years, when OPEB expense becomes positive again, rates will remain zero until the regulatory liability that was created by negative expense is reduced to zero. The OPEB regulatory liability will be reduced by the amount of subsequent positive OPEB expense experienced by the Company. This regulatory liability is a non-cash item and should be excluded from rate base in the future years.

4. A regulatory asset or liability will be established on the Company's books to track the difference between the level of OPEB expense during the rate period and the level of OPEB expense built into rates for that period. If the OPEB expense during the period is more than the expense built into rates for the period, the Company will establish a regulatory asset. If the OPEB expense during the period is less than the expense built into rates for the period, the Company will establish a regulatory liability. If the OPEB expense becomes negative, a regulatory liability equal to the difference between the level of OPEB expense built into rates for that period and \$0 will be established. Since this is a cash item, the regulatory asset or liability will be included in rate base and amortized over five years at the next rate case.

5. The provisions of ASC 715-20, require certain adjustments to the prepaid pension or OPEB asset and/or OPEB liability with a corresponding adjustment to equity (i.e., decreases/increases to Other Comprehensive Income). The Company shall be allowed to set up a regulatory asset/liability to offset any adjustments that would otherwise be recorded to equity caused by applying the provision of ASC 715-20 or any other FASB statement or procedure that requires accounting adjustments to equity due to



the funded status or other attributes of the OPEB plan. The parties acknowledge that the adjustments described in this paragraph shall not increase or decrease rate base.

### **Pension Agreement**

The intent of this settlement is to:

A. Have the amount collected in rates be based on the ASC 715-30 using the methodology described below in item 2; and

B. Have, once any prepaid pension asset has been collected in rates by the Company, all pension cost collected in rates be contributed to the pension trust; and

C. Have any “prior prepaid pension asset” and all prudent amounts contributed by the Company to the pension trust per items 3 and 5 below recoverable in rates; and

D. Have the Company receive no more or less than the amount in B before the Company is required to fund the plan; and

E. Have additional funding required to ensure compliance with minimum funding requirements or to reduce or avoid Pension Benefit Guaranty Corporation (PBGC) variable premiums under certain provisions of the Pension Protection Act (PPA) of 2006 be properly reflected in rates.

To accomplish these goals, the below items are agreed upon as part of this settlement. The Parties acknowledge that this agreement creates certain rights and obligations with respect to future positions and recommendations of these Parties, if approved by the Commission herein, but does not bind the Commission in any subsequent proceeding.

1. The Company's pension cost will be recognized in rates consistent with the cost recognized for financial reporting purposes.

2. Pension cost will be calculated based on the following methodology:

a. Market Related Value for asset determination, smoothing all asset gains and losses that occur on and after January 1, 2004 over a five-year period.

b. Unrecognized gains and losses will be amortized over a 10-year period without respect to the 10% Corridor described in ASC 715-30.

3. Any ASC 715-30, amount (as calculated above) which exceeds the ERISA minimum required contribution will reduce the prior prepaid asset currently recognized in rate base. When the prior prepaid pension asset currently recognized in rate base is reduced to zero, any amount of pension cost (as calculated above) which exceeds the ERISA minimum required contribution must be funded.

4. In the case that pension expense becomes negative, the Company is ordered to set up a regulatory liability to offset the negative expense. In future years, when pension expense becomes positive again, rates will remain zero until the regulatory liability that was created by negative expense is reduced to zero. The pension regulatory liability will be reduced by the amount of subsequent positive pension expense experienced by the Company. This regulatory liability is a non-cash item and should be excluded from rate base in future years.

5. The Company will be allowed rate recovery for contributions made to the pension trust in excess of the actuarially determined cost for the following reasons: the minimum required contribution is greater than the pension expense level, and avoidance or reduction of PBGC variable premiums.

a. Any additional contributions will increase the prepaid pension asset as described in item 3, so no special regulatory asset needs to be established and no special amortization treatment is necessary. Since additional contributions made per the above provision represent pre-funding of future pension expense amounts, the additional prepaid pension asset that results will receive regulatory treatment as described in item 3. That is, such amounts will increase the prepaid pension asset and will delay the requirement to fund future pension costs until such time that the entire prepaid pension asset has been reduced to zero.

b. If Empire experiences a situation where a contribution equal to the actuarially determined cost is insufficient to comply with minimum funding requirements, or if Empire decides to make an additional contribution to avoid or reduce the variable premium that must be paid to the PBGC, Empire will be allowed to make an additional contribution to alleviate these issues. Additional contributions made pursuant to this Paragraph will increase Empire's rate base by increasing the prepaid pension asset and / or reducing the accrued liability, and will receive regulatory treatment since it is a cash item.

6. Due to the PPA, Empire may choose to make contributions in excess of ASC 715-30, level in order to avoid benefit restrictions under the PPA. Such contributions will be examined in the context of future rate cases and a determination will be made at that time as to the appropriate and proper level recognized for ratemaking as a net prepaid pension asset.

7. A regulatory asset or liability will be established on the Company's books to track the difference between the level of ASC 715-30 expense during the rate period and the level of pension expense built into rates for that period. If the ASC 715-30 expense during the period is more than the expense built into rates for the period, the Company will establish a regulatory asset. If the ASC 715-30 expense during the period is less than the expense built into rates for the period, the Company will establish a regulatory liability. If the pension expense becomes negative, a regulatory liability equal to the difference between the level of pension expense built into rates for that period and \$0 will be established. Since this is a cash item, the regulatory asset or liability will be included in rate base and amortized over five years at the next rate case.

8. The provisions of ASC 715-20 require certain adjustments to accrued pension liability with a corresponding adjustment to equity (i.e., decreases/increases to Other Comprehensive Income). The Company shall be allowed to set up a regulatory asset/liability to offset any adjustments that would otherwise be recorded to equity caused by applying the provision of ASC 715-20 or any other FASB statement or procedure that requires accounting adjustments to equity due to the funded status or other attributes of the pension plan. The parties acknowledge that the adjustments described in this paragraph shall not increase or decrease rate base.

9. In a situation where the Company funds excess amounts into the pension fund, the additional contribution will be used to fund Empire and Empire District Gas (EDG) to the same funded percentage, where funded percentage is defined as the ASC 715-30 Fair Value of Assets divided by the ASC 715-30 Accumulated Benefit Obligation "ABO" as of the preceding measurement date. The Company will allocate the additional

contribution such that it increases the funded status of Empire and EDG to the same funded percentage.

## Pension and OPEB Special Events Agreement

These provisions are intended to accomplish the following: To clarify, for ratemaking purposes, the accounting treatment of any special events under ASC 715-30, formerly Statement of Financial Accounting Standards No. 88 (“FAS 88”), and ASC 715-60, formerly FAS 106, that would require the Company to recognize one time charges (expense) or credits (income) and to ensure that any of these prudent one-time charges or credits be properly reflected in rates.

### Treatment of special events for pension and OPEB

If the Company has a curtailment, settlement, or special termination benefits cost or credit due to requirements of applicable accounting rules according to ASC 715-30 and ASC 715-60, the following procedure will be used to address the cost reimbursement for pension and OPEB costs:

- a. If the special event triggers a net charge, then the Company will establish an offsetting regulatory asset. This regulatory asset will not be added to rate base (since it is not a cash item), and it will be amortized over five years beginning when new rates are implemented in the Company’s next general electric rate increase or decrease proceeding before the Commission. The Company shall make additional contributions to the applicable pension or VEBA trust equal to the amount of the amortization.
- b. If the special event triggers a net credit, then the Company shall establish an offsetting regulatory liability. This regulatory liability will not be added to rate base (since it is not a cash item), and it will be amortized over five years beginning when new rates are implemented in the Company’s next general

electric rate increase or decrease proceeding before the Commission. Generally, the Company will contribute to the applicable pension or VEBA trust an amount equivalent to its ASC 715-30 or ASC 715-60 costs for the year less the amortization amount, subject to the following condition:

- i. If pension or OPEB cost becomes negative as a result of an ASC 715-30 or ASC 715-60 credit, the Parties agree the Company shall set up an offsetting regulatory liability equal to the difference between \$0 and the negative cost. If pension or OPEB cost was negative before the ASC 715-30 or ASC 715-60 credit, the Parties agree the Company shall set up an offsetting regulatory liability equal to the full amount of the ASC 715-30 or ASC 715-60 credit. This regulatory liability is a non-cash item which will not require rate base treatment. When pension or OPEB costs become positive again, the regulatory liability will be amortized, beginning at the time new rates are implemented in Empire's next general electric rate increase or decrease proceeding before the Commission, over five years, or longer, if necessary to avoid the net of the ASC 715-30 or ASC 715-60 cost and the offsetting regulatory liability amortization yielding a result which is less than \$0 in any year.

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 7th Revised Sheet No. 17

Canceling P.S.C. Mo. No. 5 Sec. 4 6th Revised Sheet No. 17

For ALL TERRITORY

FUEL ADJUSTMENT CLAUSE  
SCHEDULE FAC  
For service in Accumulation Periods prior to [EFFECTIVE DATE OF TARIFFS]; and for service in that portion of Accumulation Period 5 prior to [EFFECTIVE DATE OF TARIFFS].

The two six-month accumulation periods, the two six-month recovery periods and filing dates will be as follows:

<u>ACCUMULATION PERIOD</u>	<u>RECOVERY PERIOD</u>	<u>ACCUMULATION PERIOD</u>	<u>RECOVERY PERIOD</u>
SEPTEMBER	JUNE	MARCH	DECEMBER
OCTOBER	JULY	APRIL	JANUARY
NOVEMBER	AUGUST	MAY	FEBRUARY
DECEMBER	SEPTEMBER	JUNE	MARCH
JANUARY	OCTOBER	JULY	APRIL
FEBRUARY	NOVEMBER	AUGUST	MAY
	April 1 <sup>st</sup>		October 1 <sup>st</sup>

Filing date:

DEFINITIONS

**ACCUMULATION PERIOD:**

The six calendar months during which the actual costs subject to this rider will be accumulated for purposes of determining the Cost Adjustment Factor.

**RECOVERY PERIOD:**

The billing months during which Cost Adjustment Factor (CAF) is applied to retail customer billings on a per kilowatt-hour (kWh) basis.

**COSTS:**

Costs eligible for Fuel Adjustment Clause (FAC) will be the Company's total book costs as allocated to Missouri for fuel consumed in Company generating units, including the costs associated with the Company's fuel hedging program; purchased power energy charges, including applicable transmission fees; Southwest Power Pool variable costs, and emission allowance costs during the Accumulation Period. Eligible costs do not include the purchased power demand costs. These costs will be off-set by off-system sales margin and any emission allowance revenues collected in the Accumulation Period.

**BASE COST:**

Company generated energy and purchased energy cost per kWh at the generator, established by season in the most recent base rate case. The base cost per kWh for the summer months of June through September is \$0.03001. For all other months the base cost per kWh is \$0.02744.

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

DATE EFFECTIVE \_\_\_\_\_

Appendix D



THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 7th Revised Sheet No. 17a

Canceling P.S.C. Mo. No. 5 Sec. 4 6th Revised Sheet No. 17a

For ALL TERRITORY

FUEL ADJUSTMENT CLAUSE  
SCHEDULE FAC

For service in Accumulation Periods prior to [EFFECTIVE DATE OF TARIFFS]; and for service in that portion of Accumulation Period 5 prior to [EFFECTIVE DATE OF TARIFFS].

APPLICATION

FUEL ADJUSTMENT CLAUSE

The average price per kWh of electricity generated or purchased will be adjusted subject to application of the FAC, and approved by the Public Service Commission. The price will reflect 95 percent of the accumulation period costs either above or below base costs specified below for:

1. fuel consumed in Company electric generating plants,
2. purchased energy (excluding demand),
3. off-system sales margin,
4. net of emission allowance costs and revenues.

It will also include:

5. an adjustment for the prior recovery period sales variation.
6. Interest: Interest at a rate equal to the Company's short-term interest rate will be applied to the average monthly deferred electric energy costs and will be accumulated during the accumulation period. Deferred electric energy cost shall be determined monthly. The monthly deferred amount may be negative or positive during the accumulation period.

The formula and components are displayed below.

$$FAC = \{[(F + P + E - O - B) * J] * 0.95\} + C + I$$

Where:

F = Actual total net system input cost of fuel - FERC Accounts 501 & 547

P = Actual total net system input cost of purchased energy - FERC Account 555 (excluding purchase power demand charges)

E = Actual total system net emission allowance cost and revenues - FERC Accounts 509 & 254.103

O = Actual total system off-system sales margin

B = Base cost of fuel and purchased power energy calculated as follows:

1. For the months of June through September
2. For all other months

$$B = (NSI \text{ kWh} * \$0.03001)$$

$$B = (NSI \text{ kWh} * \$0.02744)$$

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

DATE EFFECTIVE \_\_\_\_\_

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 7th Revised Sheet No. 17b

Canceling P.S.C. Mo. No. 5 Sec. 4 6th Revised Sheet No. 17b

For ALL TERRITORY

FUEL ADJUSTMENT CLAUSE  
SCHEDULE FAC  
For service in Accumulation Periods prior to [EFFECTIVE DATE OF TARIFFS]; and for service in that portion of Accumulation Period 5 prior to [EFFECTIVE DATE OF TARIFFS].

J = Missouri energy ratio calculated as follows:

$$\text{Missouri Energy Ratio} = \frac{\text{Missouri Retail kWh sales}}{\text{Total System kWh sales}}$$

Where Total System kWh Sales excludes off-system sales

C = True-up of Under/Over recovery of FAC balance from prior Recovery period as included in the deferred energy cost balancing account. This factor will reflect any modifications made due to prudence reviews

I = Interest

COST ADJUSTMENT FACTOR

The Cost Adjustment Factor ("CAF") is the result of dividing the FAC by estimated recovery period Missouri net system input (NSI) kWh, rounded to the nearest \$.00000. The CAF shall be adjusted to reflect the differences in line losses that occur at primary and above voltage and secondary voltage by multiplying the average cost at the generator by 1.0520 and 1.0728, respectively. Any CAF authorized by the Commission shall be billed based upon customers' energy usage on and after the authorized effective date of the CAF. The formula and components are displayed below.

$$\text{CAF} = \frac{\text{FAC}}{\text{S}}$$

Where:

S = Forecasted Missouri NSI kWh for the Recovery Period. Missouri NSI kWh is calculated as:

$$\text{Missouri NSI} = \text{Forecasted NSI} * \frac{\text{Forecasted Missouri Retail kWh sales}}{\text{Forecasted Total System kWh sales}}$$

Where Forecasted Total System kWh Sales excludes off-system sales

PRUDENCE REVIEW

There shall be a periodic review of fuel and energy costs subject to the FAC, and a comparison of the FAC revenue collected. In addition, the review shall determine if the costs subject to the FAC were prudently incurred by the Company. FAC cost and the FAC charges are subject to adjustment if found to be imprudent by the Commission. The normal true-up of over/under recovery of FAC cost occurs at the end of each Recovery period. Prudence reviews shall occur no less frequently than at eighteen (18) month intervals.

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 7th Revised Sheet No. 17c

Canceling P.S.C. Mo. No. 5 Sec. 4 6th Revised Sheet No. 17c

For ALL TERRITORY

FUEL ADJUSTMENT CLAUSE  
SCHEDULE FAC  
For Service in Accumulations Periods prior to [EFFECTIVE DATE OF TARIFFS]; and for service in that portions of Accumulation  
Period 5 prior to [EFFECTIVE DATE OF TARIFFS].

ACCUMULATION PERIOD ENDING, Feb-28-2010

1.	Total energy cost (F + P + E - O)	\$79,431,215
2.	Base energy cost (B)	\$75,540,365
3.	Missouri Energy Ratio (J)	0.8303
4.	Fuel Cost Recovery [(F + P + E - O) - B] * J	\$3,139,134
5.	Adj for Over/Under recovery for the Recovery period ending 11-30-2009 (C)	\$338,622
6.	Interest (I)	\$2,142
7.	Fuel Adjustment Clause (FAC)	\$3,479,898
8.	Forecasted Missouri NSI for the Recovery Period (S)	2,289,022,607
9.	Cost Adjustment Factor (CAF) to be applied to bills beginning 06-01-2010	\$0.00152 / kWh
10.	CAF - Primary and above (Line 9 x Primary Expansion Factor)	\$0.00160 / kWh
11.	CAF - Secondary (Line 9 x Secondary Expansion Factor)	\$0.00163 / kWh

Primary Expansion Factor = 1.0520  
Secondary Expansion Factor = 1.0728

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 Original Sheet No. 17d

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

For ALL TERRITORY

<p>FUEL ADJUSTMENT CLAUSE SCHEDULE FAC</p> <p><b>For service in Accumulations Periods after [EFFECTIVE DATE OF TARIFFS]; and for service in that portion of Accumulation Period 5 on and after [EFFECTIVE DATE OF TARIFFS].</b></p>
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The two six-month accumulation periods, the two six-month recovery periods and filing dates will be as follows:

<u>ACCUMULATION PERIOD</u>	<u>RECOVERY PERIOD</u>	<u>ACCUMULATION PERIOD</u>	<u>RECOVERY PERIOD</u>
SEPTEMBER	JUNE	MARCH	DECEMBER
OCTOBER	JULY	APRIL	JANUARY
NOVEMBER	AUGUST	MAY	FEBRUARY
DECEMBER	SEPTEMBER	JUNE	MARCH
JANUARY	OCTOBER	JULY	APRIL
FEBRUARY	NOVEMBER	AUGUST	MAY

Filing date: April 1<sup>st</sup> October 1<sup>st</sup>

The Company will make a Cost Adjustment Factor ("CAF") filing by each Filing Date. The new CAF rates for which the filing is made will be applicable starting with the recovery period that begins following the Filing Date. All CAF filings shall be accompanied by detailed workpapers supporting the filing in an electronic format with all formulas intact.

DEFINITIONS

**ACCUMULATION PERIOD:**

The six calendar months during which the actual costs subject to this rider will be accumulated for purposes of determining the CAF.

**RECOVERY PERIOD:**

The billing months during which CAF is applied to retail customer billings on a per kilowatt-hour (kWh) basis.

**COSTS:**

Costs eligible for Fuel Adjustment Clause (FAC) will be the Company's total book costs as allocated to Missouri for fuel consumed in Company generating units, including the costs associated with the Company's fuel hedging program; purchased power energy charges, including applicable transmission fees; Southwest Power Pool variable costs, Air Quality Control System ("AQCS") consumables, such as anhydrous ammonia, limestone, and powder activated carbon, and emission allowance costs during the accumulation period. Eligible costs do not include the purchased power demand costs. These costs will be off-set by off-system sales revenue, any emission allowance revenues collected, and renewable energy credit revenues in the accumulation period.

**BASE COST:**

Company generated energy and purchased energy cost per kWh at the generator, established by season in the most recent base rate case. The base cost per kWh for the summer months of June through September is \$0.----. For all other months the base cost per kWh is \$0.----.

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

DATE EFFECTIVE \_\_\_\_\_

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 Original Sheet No. 17e

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

For ALL TERRITORY

FUEL ADJUSTMENT CLAUSE  
SCHEDULE FAC

For service in Accumulations Periods after [EFFECTIVE DATE OF TARIFFS]; and for service in that portion of Accumulation Period 5 on and after [EFFECTIVE DATE OF TARIFFS].

APPLICATION

FUEL ADJUSTMENT CLAUSE

The average price per kWh of electricity generated or purchased will be adjusted subject to application of the FAC, and approved by the Public Service Commission. The price will reflect 95 percent of the accumulation period costs either above or below base costs specified below for:

1. Fuel and AQCS consumables consumed in Company electric generating plants;
2. Purchased energy (excluding demand);
3. Off-system sales revenue;
4. Emission allowance costs and revenues; and
5. Renewable energy credit revenues.

It will also include:

6. An adjustment for the prior recovery period's over/under recovery of FAC Costs;.
7. Interest at a rate equal to the Company's short-term interest rate will be applied to the average monthly deferred electric energy costs and will be accumulated during the accumulation period. Deferred electric energy cost shall be determined monthly. The monthly deferred amount may be negative or positive during the accumulation period.

The formula and components are displayed below.

$$FAC = \{(F + P + E - O - R - B) * J\} * 0.95 + C + I$$

Where:

F = Actual total cost of fuel - FERC Accounts 501 & 547, and AQCS consumables – FERC Account 506.2.

P = Actual total net system input cost of purchased energy - FERC Account 555 (excluding purchase power demand charges).

E = Actual total system net emission allowance cost and revenues - FERC Accounts 509 & 254.103.

O = Actual total system off-system sales revenue.

B = Base cost of fuel and purchased power energy calculated as follows:

1. For the months of June through September
2. For all other months

$$B = (NSI \text{ kWh} * \$0.-----)$$

$$B = (NSI \text{ kWh} * \$0.-----)$$

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

DATE EFFECTIVE \_\_\_\_\_

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 Original Sheet No. 17f

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

For ALL TERRITORY

FUEL ADJUSTMENT CLAUSE  
SCHEDULE FAC

For service in Accumulations Periods after [EFFECTIVE DATE OF TARIFFS]; and for service in that portion of Accumulation Period 5 on and after [EFFECTIVE DATE OF TARIFFS].

- R = Renewable energy credit revenues.
- J = Missouri energy ratio calculated as follows:

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

Where Total system kWh sales excludes off-system sales.

- C = True-up of over/under recovery of FAC balance from prior recovery period as included in the deferred energy cost balancing account. This factor will reflect any modifications made due to prudence reviews.

- I = Interest.

COST ADJUSTMENT FACTOR

The CAF is the result of dividing the FAC by estimated recovery period Missouri net system input (NSI) kWh, rounded to the nearest \$.00000. The CAF shall be adjusted to reflect the differences in line losses that occur at primary and above voltage and secondary voltage by multiplying the average cost at the generator by 1.0502 and 1.0686, respectively. Any CAF authorized by the Commission shall be billed based upon customers' energy usage on and after the authorized effective date of the CAF. The formula and components are displayed below.

$$\text{CAF} = \frac{\text{FAC}}{\text{S}}$$

Where:

- S = Forecasted Missouri NSI kWh for the recovery period. Missouri NSI kWh is calculated as:

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

Where Forecasted Total System kWh Sales excludes off-system sales

PRUDENCE REVIEW

There shall be a periodic review of fuel and energy costs subject to the FAC and a comparison of the FAC revenue collected. Prudence reviews shall occur no less frequently than at eighteen (18) month intervals.

TRUE-UP OF FAC

After completion of each recovery period, the Company will make a true-up filing in conjunction 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 revenues billed in the recovery period to the costs authorized for collection in the recovery period, i.e. the true-up adjustment. Any true-up adjustments or refunds shall be reflected in item C above and shall include interest calculated as provided for in item I above.

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

DATE EFFECTIVE \_\_\_\_\_

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 Original Sheet No. 17g

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

For ALL TERRITORY

FUEL ADJUSTMENT CLAUSE  
SCHEDULE FAC

For service in Accumulation Periods after [EFFECTIVE DATE OF TARIFFS]; and for service in that portion of Accumulation Period 5 on and after [EFFECTIVE DATE OF TARIFFS].

ACCUMULATION PERIOD ENDING, (Month, Day, Year)

- |     |   |                   |
|-----|---|-------------------|
| 1.  | Total energy cost $[(F + P + E - O - R) - B] * J * 0.95$                  | \$XX,XXX,XXX      |
| 2.  | Base energy cost (B)  | \$XX,XXX,XXX      |
| 3.  | Missouri energy ratio (J)   | X.XXXX            |
| 4.  | Fuel cost recovery $[(F + P + E - O - R) - B] * J * 0.95$                 | \$XXX,XXX         |
| 5.  | Adj for over/under recovery for the recovery period ending 00-00-0000 (C) | \$X               |
| 6.  | Interest (I)  | \$XX,XXX          |
| 7.  | Fuel Adjustment Clause (FAC)  | \$XXX,XXX         |
| 8.  | Forecasted Missouri NSI for the recovery period (S)                       | X,XXX,XXX,XXX     |
| 9.  | Cost Adjustment Factor (CAF) to be applied to bills beginning 00-00-0000  | \$(X.XXXXX) / kWh |
| 10. | CAF - Primary and above (Line 9 x Primary Expansion Factor)               | \$(X.XXXXX) / kWh |
| 11. | CAF - Secondary (Line 9 x Secondary Expansion Factor)                     | \$(X.XXXXX) / kWh |

Primary Expansion Factor = 1.0502  
Secondary Expansion Factor = 1.0686

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

DATE EFFECTIVE \_\_\_\_\_

**ER-2010-0130**

**Appendix E to Non-unanimous Stipulation and Agreement**

APPENDIX E IS HIGHLY CONFIDENTIAL IN ITS ENTIRETY.



	RG	CB	SH	PFM	MS	LS	GP	TEB	LP	SC-P/ST
<b>Customer Charge</b>										
<i>Billing Units</i>	1,509,033	210,382	37,424	84	12	330	20,072	10,846	456	
<i>IDR Billing Units</i>							176.00	68.00		12.00
<b>Energy Charge</b>										
<i>Billing Units</i>										
Summer										
First Tier	590,510,057	116,563,825	33,484,520	160,634	675,570	489,981	134,601,625	64,781,687	167,030,812	4,003,554
Second Tier						358,945	135,073,991	61,485,613	85,209,837	6,314,990
Third Tier							57,362,248	16,258,637		11,898,288
Winter										
First Tier	517,281,829	60,372,570	13,805,378	35,240			235,570,533	135,028,717	285,577,390	19,363,348
Second Tier	612,298,023	138,949,745	51,255,537	278,600			222,057,913	103,003,334	126,986,779	24,075,607
Third Tier							76,346,353	19,322,355		
<b>Demand Charge</b>										
<i>Billing Units</i>										
Summer							932,459.8	423,859.1	486,807.0	30,964.8
Winter							1,687,027.6	904,292.4	844,160.0	60,096.1
<b>Facilities Demand</b>										
<i>Billing Units</i>										
Standard							3,185,893	1,821,778	1,440,796	99,545
Transformer Adj							368,828	20,489	93,631	