

**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 Rates for Electric)
Service Provided to Customers in the Missouri)
Service Area of the Company.)

Case No. ER-2012-0345

NONUNANIMOUS STIPULATION AND AGREEMENT

COMES NOW The Empire District Electric Company (“Empire”), the Staff of the Missouri Public Service Commission (“Staff”), the Midwest Energy Users’ Association (“MEUA”), the Midwest Energy Consumer’s Group (“MECG”), the Office of the Public Counsel (“Public Counsel”), and the Missouri Department of Natural Resources (“DNR”), collectively (“signatories”) and for their *Nonunanimous Stipulation and Agreement* (“Agreement”) jointly state as follows:

1. The signatories agree to resolution of this case on the terms contained in this document.
2. Counsel for Southern Union Company d/b/a Missouri Gas Energy (“MGE”), has indicated to Staff Counsel that they do not object to resolution of this case on the terms contained here-in.
3. Empire shall file, on or before February 28, 2013, revised tariff sheets in compliance with the specimen tariff sheets attached hereto as Appendix A, to become effective April 1, 2013.
4. The signatories agree that the tariff sheets contained in Appendix A are designed to increase Empire’s Missouri jurisdictional gross annual electric revenues in the approximate amount of \$27,500,000, exclusive of any applicable license,

ATTACHMENT A

occupation, franchise, gross receipts taxes, or similar fees or taxes, all in accordance with this Agreement.

5. Certain assumptions underlying the Agreement are described in Appendix B.

6. Should the retirement of Riverton 7 or 8 create a reserve deficiency under Generally Accepted Accounting Principles (GAAP), the signatories agree to support a reasonable request by Empire for accounting authority pursuant to Accounting Standard 980 (FAS 71) to reallocate the depreciation reserve to cover the cost of removal of such plant.

7. The signatories agree that Empire's historical data used for depreciation studies in this case meets the applicable rules and regulations, and Empire agrees to maintain its data in an approved format going forward.

8. Empire agrees that from the effective date of tariff sheets resulting from this Agreement in this case until the effective date of tariff sheets resulting from the next following general rate proceeding, all bank credit fees shall be booked to a regulatory asset and amortized over the life of the credit line into AFUDC and capitalized.

9. Within one year of the effective date of tariff sheets resulting from this Agreement in this case, Empire agrees to either file LED street and area lighting (SAL) tariff sheets or make an informational filing with the Commission to provide an update on an LED pilot study and plans for filing future LED SAL tariff sheets.

10. Empire will include a residential lighting program in its first application under the Missouri Energy Efficiency Investment Act filed with the Commission following the effective date of tariff sheets resulting from this Agreement.

11. Empire agrees to perform a Class Cost of Service Study to be filed with its next general rate increase request, which will include data relating to the cost-causation of its residential customer charge.

12. Empire agrees to hold customers harmless in future general rate increase requests from any rates collected by Empire pursuant to the Economic Development Rider that are less than the rates a similarly situated customer would be charged pursuant to the applicable tariff rate.

13. Empire agrees to provide monthly reporting containing the data described in Appendix A-2 (Revenues and Sales information from Case EE-2002-120), with data reporting to begin by July, 2013.

14. Empire's electric customers will not be charged a separate fee for the use of Empire-authorized pay stations while the rates approved in this Case No. ER-2012-0345 remain in effect.

15. After the effective date of tariff sheets resulting from this Agreement, subsequent revised tariff sheets proposing to increase Empire's rates for retail electric service pursuant to a general rate increase filing (as defined in Commission Rule 4 CSR 240-3.030(2)) by Empire will not be implemented before October 1, 2014.

16. As part of any order approving this Agreement, the signatories request that the Commission:

- a. Order Empire to utilize the depreciation rates described in Appendix C.
- b. Order Empire to record the Missouri jurisdictional portion of the following accounting entries for the latan disallowances, given as total company amounts:

| | FERC Code | Plant Disallowances | Accumulated Reserve Disallowances |
|-------------------------------|-----------|---------------------|-----------------------------------|
| Production-latan-Steam | | \$ 206,518 | \$ 3,871 |
| | 311 | \$ 21,271 | \$ 235 |
| | 312 | \$ 128,041 | \$ 2,521 |
| | 315 | \$ 32,010 | \$ 604 |
| | 316 | \$ 25,195 | \$ 512 |
| latan 2 | | \$ 2,751,029 | \$ 51,220 |
| | 311 | \$ 288,053 | \$ 4,621 |
| | 312 | \$ 1,290,969 | \$ 23,937 |
| | 314 | \$ 215,239 | \$ 3,834 |
| | 315 | \$ 214,658 | \$ 4,450 |
| | 316 | \$ 742,110 | \$ 14,378 |

The signatories accept these disallowances and agree to include these disallowances as part of all future cases.

- c. Order Empire to increase the reserve for depreciation for account 312 by the Missouri jurisdictional portion of \$248,137 ($\$248,137 * .83$) to offset the discontinuation of depreciation of the Asbury Unit Train.
- d. Order Empire to increase the reserve for depreciation for account 312 by the Missouri jurisdictional portion of \$1,241,287 ($\$1,241,287 * .83$) to offset the positive net salvage or sale of the Asbury Unit Train.
- e. Authorize the tracking of revenue related to the recovery of an Iatan 2 ITC tax liability of \$266,150.
- f. Authorize continuation of a tracker mechanism for vegetation management expense, with a Missouri Jurisdictional base level of \$12,000,000.
- g. Authorize continued amortization of the DSM regulatory asset for costs incurred during the Regulatory Plan for a term of 10 years. The costs of the DSM market potential study will be included in the regulatory asset.

- h. Authorize continued amortization for DSM program costs incurred after the end of the Regulatory Plan and prior to any program implementation under MEEIA for a term of six years.
- i. Authorize the continuation of a tracker mechanism related to Plum Point and Iatan 2 and Iatan Common plant operating expenses. The tracker will exclude consumables and SO₂ emission allowances which are recovered through the FAC. Empire shall record a regulatory asset or liability for the difference between the actual expense and annual costs of \$2,375,822, Missouri jurisdictional, for Plum Point. Empire shall record a regulatory asset or liability for the difference between the actual expense and annual costs of \$2,297,061, Missouri jurisdictional, for Iatan 2 and \$2,590,005, Missouri jurisdictional for Iatan Common plant.
- j. Authorize the continuation of a tracker mechanism for pension and OPEB expenses. The annual level of ongoing Missouri jurisdictional pension and OPEBs expense is \$7,678,726 and \$1,732,080, respectively. This includes the actuarially determined expense for 2012 of \$7,011,180 and \$1,989,492 for pension and OPEBs, respectively, and the five year amortization of Missouri jurisdictional amounts of \$667,546 and (\$257,412) for pensions and OPEBs, respectively. The Missouri jurisdictional regulatory asset included in rate base as of June 30, 2012 is a total of \$3,337,728 and (\$1,287,060) for pension and OPEBS, respectively. The prepaid pension asset balance as of June 30, 2012 is \$19,564,559, total company. The Accounting Standard 715-30 and 715-60 (FAS 87 / 106) tracker language shall continue in effect. The impact of the expiration of the "substantive plan agreement" amortization on OPEB expenses will continue to be reflected in Empire's ongoing tracker balance calculations.

17. The signatories stipulate to the admission of all pre-filed testimony into the evidentiary record in this matter, without the witnesses taking the stand.

18. General provisions:

Contingent Waiver of Rights

This Agreement is being entered into solely for the purpose of settling the issues in this case. Unless otherwise explicitly provided herein, none of the signatories 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 signatories shall be prejudiced or bound in any manner by the terms of this Agreement in this or any other proceeding regardless of whether this Agreement is approved.

This Agreement has resulted from extensive negotiations among the parties, and the terms hereof are interdependent. If the Commission does not approve this Agreement unconditionally and without modification, then this Agreement shall be void and no signatory shall be bound by any of the agreements or provisions hereof.

If the Commission does not approve this Agreement without condition or modification, and notwithstanding the provision herein that it shall become void, (1) neither this Agreement nor any matters associated with its consideration by the Commission shall be considered or argued to be a waiver of the rights that any signatory has for a decision in accordance with RSMo. §536.080 or Article V, Section 18 of the Missouri Constitution, and (2) the signatories shall retain all procedural and due process rights as fully as though this Agreement had not been presented for approval, and any suggestions, memoranda, testimony, or exhibits that have been offered or received in support of this Agreement 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 Agreement without condition or modification, the signatories 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 Agreement 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 Agreement.

Right to Disclose

The Staff may file suggestions or a memorandum in support of this Agreement. 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, whether or not the Commission approves and adopts this Agreement.

WHEREFORE, the signatories respectfully request that the Commission admit into the evidentiary record in this proceeding all of the written testimony which was pre-filed in this matter by any party hereto and issue its Order approving the specific terms and conditions of this agreement, and specifically include in that Order the items described in paragraph 16, here-in.

Respectfully submitted,

THE EMPIRE DISTRICT ELECTRIC
COMPANY

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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 22nd day of February, 2013.

/s/ Sarah Kliethermes

APPENDIX A

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. A 27th Revised Sheet No. 1

Canceling P.S.C. Mo. No. 5 Sec. A 26th Revised Sheet No. 1

For ALL TERRITORY

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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. B 1st Revised Sheet No. 17

Canceling P.S.C. Mo. No. 5 Sec. B Original Sheet No. 17

For ALL TERRITORY

DESCRIPTION OF MISSOURI SERVICE TERRITORY

Christian County^{1,2}
All of County

Dade County

| <u>Township</u> | <u>Range</u> | <u>Sections</u> |
|-----------------|--------------|----------------------------|
| 30 | 25 | 1-36 |
| 30 | 26 | 1-36 |
| 30 | 27 | 1-36 |
| 30 | 28 | 1-36 |
| 30 | 29 | 1, 12, 13, 24, 25, 36 |
| 31 | 25 | 1-36 |
| 31 | 26 | 1-36 |
| 31 | 27 | 1-5, 8-36, part of 7 |
| 31 | 28 | 13-36, parts of 7-12 |
| 31 | 29 | 13, 24, 25, 36, part of 12 |
| 32 | 25 | 1-36 |
| 32 | 26 | 1-36 |
| 32 | 27 | 1-5, 8-17, 20-29, 32-36 |
| 33 | 25 | 25-36 |
| 33 | 26 | 25-36 |
| 33 | 27 | 25-29, 32-36 |

Dallas County

| <u>Township</u> | <u>Range</u> | <u>Sections</u> |
|-----------------|--------------|-----------------|
| 31 | 20 | 1-12 |
| 32 | 19 | 1-18 |
| 32 | 20 | 1-36 |
| 33 | 19 | 1-36 |
| 33 | 20 | 1-36 |
| 34 | 19 | 1-36 |
| 34 | 20 | 1-36 |
| 35 | 19 | 1-36 |
| 35 | 20 | 1-36 |
| 36 | 19 | 1-36 |
| 36 | 20 | 1-36 |

¹ The Company's right and obligation to serve in Christian County is subject to the terms of the Territorial Agreements between the Company and The City of Clever, Mo approved in EO-2011-0085.

² The Company's right and obligation to serve in Christian County is subject to the terms of the Territorial Agreements between the Company and White River Valley Electric Cooperative approved in EO-2012-0192.

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. B 1st Revised Sheet No. 18

Canceling P.S.C. Mo. No. 5 Sec. B Original Sheet No. 18

For ALL TERRITORY

DESCRIPTION OF MISSOURI
SERVICE TERRITORY

Greene County^{1,2}

| <u>Township</u> | <u>Range</u> | <u>Sections</u> |
|-----------------|--------------|--|
| 28 | 21 | part of 22 |
| 28 | 23 | 2-11, 14-22, 27-30, parts of 23, 26 |
| 28 | 24 | 1-30 |
| 29 | 20 | parts of 1-6, part of 16 |
| 29 | 21 | parts of 1, 2 |
| 29 | 23 | 5-8, 18, 19, 29-32, parts of 2, 3, 4, 17, 20 |
| 29 | 24 | 1-36 |
| 30 | 20 | 1-36 |
| 30 | 21 | 1, 12, 13, 24, 25, 36 |
| 30 | 22 | 5-8, 17-20, 29-31, part of 32 |
| 30 | 23 | 1-36 |
| 30 | 24 | 1-36 |
| 31 | 20 | 13-36 |
| 31 | 21 | 13-25, 36 |
| 31 | 22 | 13-24, 29-32 |
| 31 | 23 | 13-36 |
| 31 | 24 | 13-36 |

Hickory County

All of County

Jasper County³

All of County

Lawrence County

All of County

McDonald County

| <u>Township</u> | <u>Range</u> | <u>Sections</u> |
|-----------------|--------------|-------------------------|
| 21 | 31 | 1-36 |
| 21 | 32 | 1-36 |
| 21 | 33 | 1-36 |
| 21 | 34 | 1-4, 9-16, 21-28, 33-36 |
| 22 | 31 | 1-36 |
| 22 | 32 | 1-36 |
| 22 | 33 | 1-36 |
| 22 | 34 | 1-4, 9-16, 21-28, 33-36 |
| 23 | 30 | 2-11, 14-18 |
| 23 | 31 | 1-36 |
| 23 | 32 | 1-36 |
| 23 | 33 | 1-36 |
| 23 | 34 | 1-5, 8-17, 20-29, 32-36 |

¹ The Company's right and obligation to serve in Greene County is subject to the terms of the Territorial Agreements between the Company and Southwest Electric Cooperative approved in EO-2002-1119.

² The Company's right and obligation to serve in Greene County is subject to the terms of the Territorial Agreements between the Company and Ozark Electric Cooperative approved in EO-2008-0043.

³ The Company's right and obligation to service in Jasper County is subject to the terms of the Territorial Agreement between the Company and Carthage Water & Electric approved in EO-95-48.

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. B 2nd Revised Sheet No. 19

Canceling P.S.C. Mo. No. 5 Sec. B 1st Revised Sheet No. 19

For ALL TERRITORY

DESCRIPTION OF MISSOURI SERVICE TERRITORY

Newton County

| <u>Township</u> | <u>Range</u> | <u>Sections</u> |
|-----------------|--------------|----------------------------|
| 24 | 29 | 4-9, 16-18 |
| 24 | 30 | 1-23, 26-35 |
| 24 | 31 | 1-36 |
| 24 | 32 | 1-36 |
| 24 | 33 | 1-36 |
| 24 | 34 | 8-17, 20-29, 32-36 |
| 25 | 29 | 2-11, 14-23, 26-35 |
| 25 | 30 | 1-36 |
| 25 | 31 | 1-36 |
| 25 | 32 | 1-36 |
| 25 | 33 | 1-36 |
| 25 | 34 | 1, 2, 11-14, 23-26, 35, 36 |
| 26 | 29 | 2-11, 14-23, 26-35 |
| 26 | 30 | 1-36 |
| 26 | 31 | 1-36 |
| 26 | 32 | 1-36 |
| 26 | 33 | 1-36 |
| 26 | 34 | 1, 2, 11-14, 23-26, 35, 36 |
| 27 | 29 | 19-23, 26-35 |
| 27 | 30 | 19-36 |
| 27 | 31 | 19-36 |
| 27 | 32 | 19-36 |
| 27 | 33 | 19-36 |
| 27 | 34 | 23-26, 35, 36 |

Polk County

All of County

St Clair County

| <u>Township</u> | <u>Range</u> | <u>Sections</u> |
|-----------------|--------------|-------------------------------------|
| 36 | 24 | 4-9, 16-21, 28-33 |
| 36 | 25 | 1-36 |
| 36 | 26 | 1-16, 21-28, 33-36 |
| 36 | 27 | 1-4, 9-12 |
| 37 | 24 | 1-36 |
| 37 | 25 | 1-4, 9-16, 19-36, parts of 5, 8, 17 |
| 37 | 26 | 31-36 |
| 37 | 27 | 33-36 |

Stone County ¹

| <u>Township</u> | <u>Range</u> | <u>Sections</u> |
|-----------------|--------------|-----------------|
| All of County | | |

Taney County ^{1,2}

| <u>Township</u> | <u>Range</u> | <u>Sections</u> |
|-----------------|--------------|-----------------|
| All of County | | |

¹ The Company's right and obligation to service in Stone and Taney Counties is subject to the terms of the Territorial Agreement between the Company and White River Valley Electric Cooperative approved in EO-2007-0161.

² The Company's right and obligation to service in Taney County is subject to the terms of the Territorial Agreements between the Company and White River Valley Electric Cooperative approved in EO-1993-0258, EO-1996-0176, EO-2001-0491, and EO-2004-0246, EO-2009-0284, and EO-2009-0428.

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 1 17th Revised Sheet No. 1

Canceling P.S.C. Mo. No. 5 Sec. 1 16th 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:

Table with 3 columns: Description, Summer Season, Winter Season. Rows include Customer Access Charge, The first 600-kWh, per kWh, and Additional kWh, per kWh.

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

FUEL ADJUSTMENT CLAUSE:

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

ENERGY EFFICIENCY COST RECOVERY:

The above charges will be adjusted to include a charge of \$0.00027 per kWh on all customers who have not declined to participate in Company's energy efficiency programs under P.S.C. Rule 4 CSR 240-20.094(6).

PAYMENT:

Bills will be due on or before twenty-one (21) days after the date thereof. If not paid 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.

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.
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, 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 16th Revised Sheet No. 1

Canceling P.S.C. Mo. No. 5 Sec. 2 15th 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 Access Charge..... | \$ 21.32 | \$ 21.32 |
| The first 700-kWh, per kWh..... | 0.1237 | 0.1237 |
| Additional kWh, per kWh..... | 0.1237 | 0.1112 |

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

FUEL ADJUSTMENT CLAUSE:

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

ENERGY EFFICIENCY COST RECOVERY:

The above charges will be adjusted to include a charge of \$0.00027 per kWh on all customers who have not declined to participate in Company's energy efficiency programs under P.S.C. Rule 4 CSR 240-20.094(6).

PAYMENT:

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

GROSS RECEIPTS, OCCUPATION OR FRANCHISE TAXES:

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

CONDITIONS OF SERVICE:

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

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 2 16th Revised Sheet No. 2

Canceling P.S.C. Mo. No. 5 Sec. 2 15th 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 Access Charge | \$ 21.32 | \$ 21.32 |
| The first 700-kWh, per kWh | 0.1194 | 0.1194 |
| Additional kWh, per kWh | 0.1194 | 0.0892 |

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

FUEL ADJUSTMENT CLAUSE:

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

ENERGY EFFICIENCY COST RECOVERY:

The above charges will be adjusted to include a charge of \$0.00027 per kWh on all customers who have not declined to participate in Company's energy efficiency programs under P.S.C. Rule 4 CSR 240-20.094(6).

PAYMENT:

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

GROSS RECEIPTS, OCCUPATION OR FRANCHISE TAXES:

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

CONDITIONS OF SERVICE:

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

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 16th Revised Sheet No. 3

Canceling P.S.C. Mo. No. 5 Sec. 2 15th 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.

| MONTHLY RATE: | Summer Season | Winter Season |
|---|---------------|---------------|
| CUSTOMER ACCESS CHARGE | \$ 67.00 | \$ 67.00 |
| DEMAND CHARGE: | | |
| Per kW of Billing Demand | 7.070 | 5.510 |
| FACILITIES CHARGE | | |
| per kW of Facilities Demand..... | 1.998 | 1.998 |
| ENERGY CHARGE: | | |
| First 150 hours use of Metered Demand, per kWh..... | 0.0870 | 0.0752 |
| Next 200 hours use of Metered Demand, per kWh | 0.0683 | 0.0619 |
| All additional kWh, per kWh | 0.0617 | 0.0614 |

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 \$248.77.

FUEL ADJUSTMENT CLAUSE:

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

ENERGY EFFICIENCY COST RECOVERY:

The above charges will be adjusted to include a charge of \$0.00027 per kWh on all customers who have not declined to participate in Company's energy efficiency programs under P.S.C. Rule 4 CSR 240-20.094(6).

DETERMINATION OF BILLING DEMAND:

The monthly Metered Demand will be determined from the highest fifteen minute integrated kilowatt demand registered during the month by a suitable demand meter. The monthly Billing Demand will be the monthly Metered Demand or 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 \$0.348 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

DATE EFFECTIVE _____

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 2 17th Revised Sheet No. 4

Canceling P.S.C. Mo. No. 5 Sec. 2 16th 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 ACCESS CHARGE | \$ 247.73 | \$ 247.73 |
| DEMAND CHARGE: | | |
| Per kW of Billing Demand | 13.70 | 7.57 |
| FACILITIES CHARGE | | |
| per kW of Facilities Demand | 1.649 | 1.649 |
| ENERGY CHARGE: | | |
| First 350 hours use of Metered Demand, per kWh | 0.0671 | 0.0596 |
| All additional kWh, per kWh | 0.0363 | 0.0350 |

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

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

FUEL ADJUSTMENT CLAUSE:

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

ENERGY EFFICIENCY COST RECOVERY:

The above charges will be adjusted to include a charge of \$0.00027 per kWh on all customers who have not declined to participate in Company's energy efficiency programs under P.S.C. Rule 4 CSR 240-20.094(6).

DETERMINATION OF BILLING DEMAND:

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

DETERMINATION OF MONTHLY FACILITIES DEMAND:

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

TRANSFORMER OWNERSHIP:

If the Company supplies a standard transformer and secondary facilities, a secondary facility charge of \$0.342 per kW of facilities demand will apply, otherwise, Rider XC will apply, unless Customer supplies their own secondary facilities.

SUBSTATION FACILITIES CREDIT:

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

METERING ADJUSTMENT:

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

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

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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 16th Revised Sheet No. 6

Canceling P.S.C. Mo. No. 5 Sec. 2 15th 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 Access Charge..... | \$ 27.65 | \$ 27.65 |
| The first 700-kWh, per kWh | 0.1802 | 0.1802 |
| Additional kWh, per kWh..... | 0.1802 | 0.1637 |

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.

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.

ENERGY EFFICIENCY COST RECOVERY:

The above charges will be adjusted to include a charge of \$0.00027 per kWh on all customers who have not declined to participate in Company's energy efficiency programs under P.S.C. Rule 4 CSR 240-20.094(6).

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.

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 16th Revised Sheet No. 7

Canceling P.S.C. Mo. No. 5 Sec. 2 15th 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 ACCESS CHARGE | \$ 66.99 | \$ 66.99 |
| DEMAND CHARGE: | | |
| Per kW of Billing Demand | 3.30 | 2.71 |
| FACILITIES CHARGE | | |
| per kW of Facilities Demand..... | 1.997 | 1.997 |
| ENERGY CHARGE: | | |
| First 150 hours use of Metered Demand, per kWh..... | 0.1016 | 0.0777 |
| Next 200 hours use of Metered Demand, per kWh | 0.0796 | 0.0630 |
| All additional kWh, per kWh..... | 0.0721 | 0.0619 |

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 \$248.77.

FUEL ADJUSTMENT CLAUSE:

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

ENERGY EFFICIENCY COST RECOVERY:

The above charges will be adjusted to include a charge of \$0.00027 per kWh on all customers who have not declined to participate in Company's energy efficiency programs under P.S.C. Rule 4 CSR 240-20.094(6).

DETERMINATION OF BILLING DEMAND:

The monthly Metered Demand will be determined from the highest fifteen minute integrated kilowatt demand registered during the month by a suitable demand meter. The monthly Billing Demand will be the monthly Metered Demand or 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 \$0.348 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

DATE EFFECTIVE _____

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 2 12th Revised Sheet No. 9

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

For ALL TERRITORY

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

AVAILABILITY:

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

MONTHLY RATE:

| | Summer Season | Winter Season |
|-----------------------------------|---------------|---------------|
| CUSTOMER ACCESS CHARGE | \$ 246.47 | \$ 246.47 |
| ON-PEAK DEMAND CHARGE | | |
| Per kW of Billing Demand | 23.95 | 16.27 |
| SUBSTATION FACILITIES CHARGE | | |
| Per kW of Facilities Demand | 0.481 | 0.481 |
| ENERGY CHARGE, per kWh: | | |
| On-Peak Period | 0.0515 | 0.0365 |
| Shoulder Period | 0.0416 | |
| Off-Peak Period | 0.0321 | 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. 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.

ENERGY EFFICIENCY COST RECOVERY:

The above charges will be adjusted to include a charge of \$0.00027 per kWh on all customers who have not declined to participate in Company's energy efficiency programs under P.S.C. Rule 4 CSR 240-20.094(6).

DETERMINATION OF DEMANDS (CPD, MFD, ID):

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

CURTAILMENT LIMITS:

The number of Curtailment Events in a Curtailment Year shall be no more than thirteen (13). Each Curtailment Event shall be no less than two or no more than eight consecutive hours and no more than one occurrence will be required per day unless needed to address a system reliability event. The cumulative hours of curtailment per Customer shall not exceed one hundred hours (100) during each Curtailment Year. The Curtailment Contract Year shall be June 1 through May 31.

DETERMINATION OF BILLING DEMAND:

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

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.

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 9th Revised Sheet No. 9b

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

For ALL TERRITORY

SPECIAL TRANSMISSION SERVICE CONTRACT: PRAXAIR
SCHEDULE SC-P

SUBSTATION FACILITIES CHARGE:

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

PAYMENT:

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

MONTHLY CREDIT:

A monthly credit of \$4.01 on demand reduction per kW of contracted interruptible demand for substation metered Customers will be applied.

GROSS RECEIPTS, OCCUPATION OR FRANCHISE TAXES:

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

SPECIAL CONDITIONS OF SERVICE:

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

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

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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 2 11th Revised Sheet No. 13

Canceling P.S.C. Mo. No. 5 Sec. 2 10th 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 ACCESS CHARGE | \$ 246.47 | \$ 246.47 |
| ON-PEAK DEMAND CHARGE | | |
| Per kW of Billing Demand | 23.95 | 16.27 |
| SUBSTATION FACILITIES CHARGE | | |
| Per kW of Facilities Demand | 0.481 | 0.481 |
| ENERGY CHARGE, per kWh: | | |
| Peak Period | 0.0515 | 0.0365 |
| Shoulder Period | 0.0416 | |
| Off-Peak Period | 0.0321 | 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. 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.

ENERGY EFFICIENCY COST RECOVERY:

The above charges will be adjusted to include a charge of \$0.00027 per kWh on all customers who have not declined to participate in Company's energy efficiency programs under P.S.C. Rule 4 CSR 240-20.094(6).

DETERMINATION OF BILLING DEMAND:

The monthly "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 Facilities 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.

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 17th Revised Sheet No. 1

Canceling P.S.C. Mo. No. 5 Sec. 3 16th 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 |
|---|------------------------------|---------------|-------|
| Incandescent Lamp Sizes (No New Installation Allowed) | | | |
| 4,000 lumen | \$ 65.55 | 1,088 | |
| Mercury-Vapor Lamp Sizes: | | | |
| 7,000 lumen | 89.02 | 784 | 175 |
| 11,000 lumen | 106.85 | 1,186 | 250 |
| 20,000 lumen | 152.97 | 1,868 | 400 |
| 53,000 lumen | 258.08 | 4,475 | 1000 |
| High-Pressure Sodium-Vapor Lamp Sizes (Lucalox, etc.): | | | |
| 6,000 lumen | 83.42 | 374 | 70 |
| 16,000 lumen | 104.43 | 694 | 150 |
| 27,500 lumen | 135.91 | 1,271 | 250 |
| 50,000 lumen | 193.68 | 1,880 | 400 |
| 130,000 lumen | 312.56 | 4,313 | 1000 |
| Metal Halide Lamp Sizes: | | | |
| 12,000 lumen | 130.55 | 696 | 175 |
| 20,500 lumen | 159.99 | 1,020 | 250 |
| 36,000 lumen | 214.03 | 1,620 | 400 |
| 110,000 lumen | 472.96 | 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 21st Revised Sheet No. 2

Canceling P.S.C. Mo. No. 5 Sec. 3 20th 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> |
|---|-----------------|--|--------------|
| STANDARD STREET LIGHTING CONSTRUCTION: | | | |
| Mercury-Vapor Lamp Sizes (No new installations allowed): | | | |
| 6,800 lumen | \$ 15.79 | 65 | 175 |
| 20,000 lumen | 26.28 | 156 | 400 |
| 54,000 lumen | 50.37 | 373 | 1000 |
| Sodium-Vapor Lamp Sizes: | | | |
| 6,000 lumen | 14.58 | 31 | 70 |
| 16,000 lumen | 21.22 | 58 | 150 |
| 27,500 lumen | 30.67 | 106 | 250 |
| 50,000 lumen | 35.57 | 157 | 400 |
| Metal Halide Lamp Sizes: | | | |
| 12,000 lumen | 24.60 | 59 | 175 |
| 20,500 lumen | 32.83 | 85 | 250 |
| 36,000 lumen | 36.83 | 135 | 400 |
| STANDARD FLOOD LIGHTING CONSTRUCTION: | | | |
| Mercury-Vapor Lamp Sizes (No new installations allowed): | | | |
| 20,000 lumen | 36.83 | 156 | 400 |
| 54,000 lumen | 60.81 | 373 | 1000 |
| Sodium-Vapor Lamp Sizes: | | | |
| 27,500 lumen | 35.68 | 106 | 250 |
| 50,000 lumen | 48.94 | 157 | 400 |
| 140,000 lumen | 71.51 | 359 | 1000 |
| Metal Halide Lamp Sizes: | | | |
| 12,000 lumen | 25.26 | 59 | 175 |
| 20,500 lumen | 33.79 | 85 | 250 |
| 36,000 lumen | 49.82 | 135 | 400 |
| 110,000 lumen | 72.80 | 338 | 1000 |
| Additional Charge for installations requiring additions to, or rearrangement of, existing facilities: | | | |
| Regular wood pole, per month | \$ 2.03 | | |
| Transformer | 2.03 | | |
| Guy and anchor, per month | 2.03 | | |
| Overhead conductor, three wire, per foot, per month | 0.02 | | |
| Other (miscellaneous) per month | | 1.5% of the estimated installed cost thereof | |

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

FUEL ADJUSTMENT CLAUSE:

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

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

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

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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 3 16th Revised Sheet No. 3

Canceling P.S.C. Mo. No. 5 Sec. 3 15th 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..... \$ 0.1746
For all additional kWh used, per kWh..... 0.1369

MINIMUM:

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

FUEL ADJUSTMENT CLAUSE:

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

CONSUMPTION:

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

INSTALLATION CHARGE:

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

PAYMENT:

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

GROSS RECEIPTS, OCCUPATION OR FRANCHISE TAXES:

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

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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 3 16th Revised Sheet No. 4

Canceling P.S.C. Mo. No. 5 Sec. 3 15th 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 \$ 19.51
For all energy used, per kWh \$ 0.1017

FUEL ADJUSTMENT CLAUSE:

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

CONSUMPTION:

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

INSTALLATION CHARGE:

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

PAYMENT:

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

GROSS RECEIPTS, OCCUPATION OR FRANCHISE TAXES:

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

CONDITIONS OF SERVICE:

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

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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 3 5th Revised Sheet No. 5

Canceling P.S.C. Mo. No. 5 Sec. 3 4th Revised Sheet No. 5

For ALL TERRITORY

CREDIT ACTION FEES
SCHEDULE CA

AVAILABILITY:

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

RATE:

| | |
|--|----------|
| Customer advance for temporary service line (per Rules and Regulations, Chapter III, Section B1d) | \$ 25.00 |
| Charge for insufficient funds check or return of electronic payment (per Rules and Regulations, Chapter V, A13)..... | \$ 20.00 |
| Customer charge for trip to premises to collect non-payment fee (per Rules and Regulations, Chapter V, F8) | \$ 15.00 |
| Reconnection fee (per Rules and Regulations, Chapter V, F11) | |
| During normal business hours | \$ 30.00 |
| Outside normal business hours..... | \$ 50.00 |
| Charge for meter reading (per Rules and Regulations, Chapter V, Section A3) | |
| During normal business hours | \$ 5.00 |
| Outside normal business hours..... | \$ 10.00 |

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

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 5th Revised Sheet No. 8c

Canceling P.S.C. Mo. No. 5 Sec. 4 4th Revised Sheet No. 8c

For ALL TERRITORY

PROMOTIONAL PRACTICES
SCHEDULE PRO

E. Weatherization Program

APPLICATION:

The Residential Weatherization Program (Program) is designed to provide energy education and weatherization assistance, primarily for lower income customers. This Program is intended to assist customers through conservation, education and weatherization in reducing their use of energy and to reduce the level of bad debts experienced by The Empire District Electric Company (Company). The Company's participation in such financial incentives is limited to the funds allocated for that purpose and approved by the Missouri Public Service Commission (Commission) in Case No. ER-2012-0345.

ADMINISTRATION:

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

TERMS & CONDITIONS:

1. The program will offer grants for weatherization services to eligible customers. Customer eligibility will be determined by federal low income weatherization assistance program guidelines published by the U.S. Department of Energy (USDOE). . The program will be primarily directed to lower income customers.
2. The total amount of grants offered to a customer will be determined by the federal low income weatherization assistance program guidelines. These funds will focus on measures that reduce electricity usage associated with electric heat, air conditioning, refrigeration, lighting, etc.
3. Program funds made available to the Social Agencies cannot be used for administrative costs except those incurred by the Social Agencies that are directly related to qualifying and assisting customers under this program. The amount of reimbursable administrative costs per participating household shall not exceed 15% of the total expenditures for each participating household.
4. Social Agencies and Company agree to consult with Staff, the Office of the Public Counsel, MDNR, and other members of the DSM advisory group during the term of the Program.
5. This Program will continue from the effective date of this tariff, unless otherwise ordered by the Commission. With the assistance of Social Agencies, the Company shall submit a report on the Program to the DSM advisory group on or before April 16, 2014 and on the same date for each succeeding year in which the Program continues. Each report will address the progress of the Program, and provide an accounting of the funds received and spent on the Program during the preceding calendar year. The report will include the following information with breakdowns for each of the participating social agencies:
 - a. Program funds provided by Company.
 - b. Amount of Program funds, if any, rolled over from previous year.
 - c. Amount of administrative funds retained by the social agency.
 - d. Number of weatherization jobs completed and total cost (excluding administrative funds) of jobs completed.
 - e. Number of weatherization jobs "in progress" at the end of the calendar year.
 - f. Number, type and total cost of baseload measures (non-heating) installed.

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

PROGRAM FUNDING:

To the extent that the annual funds contributed exceeds the total cost expended on the Program, the amount of the excess shall be "rolled over" to be utilized for the Weatherization Program in the succeeding year. Annual funding of \$226,430 is available to the Social Agencies for this Program.

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

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 8th Revised Sheet No. 17

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

For ALL TERRITORY

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| FUEL & PURCHASE POWER ADJUSTMENT CLAUSE RIDER FAC For service on and after April 1, 2013 |
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The two six-month accumulation periods, the two six-month recovery periods and filing dates are set forth in the following table:

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

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

DEFINITIONS

ACCUMULATION PERIOD:

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

RECOVERY PERIOD:

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

BASE ENERGY COST AND REVENUES:

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

BASE FACTOR (“BF”):

The base factor is the base energy cost divided by net generation kWh determined by the Commission in the last general rate case. $BF = \$0.02831$ per kWh for each accumulation period.

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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 2nd Revised Sheet No. 17a

Canceling P.S.C. Mo. No. 5 Sec. 4 1st Revised Sheet No. 17a

For ALL TERRITORY

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| FUEL & PURCHASE POWER ADJUSTMENT CLAUSE RIDER FAC For service on and after April 1, 2013 |
|--|

APPLICATION
FUEL & PURCHASE POWER ADJUSTMENT

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

Where:

FC = Fuel Costs Incurred to Support Sales:

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

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

PP = Purchased Power Costs:

The following costs or revenues reflected in FERC Account 555: purchased power costs, purchased power demand costs associated with purchased power contracts with a duration of one year or less, settlements, insurance recoveries, and subrogation recoveries for purchased power expenses, virtual energy charges, generating unit price adjustments, load/export charges, energy position charges, ancillary services including penalty and distribution charges, broker commissions, fees and margins and SPP energy market charges.(see Note A. below)

E = Net Emission Costs:

The following costs and revenues reflected in FERC Accounts 509, 411.8 and 411.9 (or any other account FERC may designate for emissions expense in the future): emission allowance costs offset by revenues from the sale of emission allowances including any associated hedging costs, broker commissions, fees, commodity based services and margins.

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 2nd Revised Sheet No. 17b

Canceling P.S.C. Mo. No. 5 Sec. 4 1st Revised Sheet No. 17b

For ALL TERRITORY

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| FUEL & PURCHASE POWER ADJUSTMENT CLAUSE RIDER FAC For service on and after April 1, 2013 |
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OSSR = Revenue from Off-System Sales:

The following revenues or costs reflected in FERC Account 447: all revenues from off-system sales but excluding revenues from full and partial requirements sales to municipalities that are associated with Empire, and SPP energy market revenues. (see Note A. below)

REC = Renewable Energy Credit revenue:

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

HEDGING COSTS:

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

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

B = Net base energy cost is calculated as follows:

$$B = (S_{AP} * \$0.02831)$$

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

For ALL TERRITORY

FUEL & PURCHASE POWER ADJUSTMENT CLAUSE
 RIDER FAC
 For service on and after April 1, 2013

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

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

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

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

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

FUEL ADJUSTMENT RATE

The FAR is the result of dividing the FPA by estimated recovery period S_{RP} kWh, rounded to the nearest \$0.00000. The FAR shall be adjusted to reflect the differences in line losses that occur at primary and secondary voltage by multiplying the average cost at the generator by 1.0466 and 1.0662, respectively. Any FAR authorized by the Commission shall be billed based upon customers’ energy usage on and after the authorized effective date of the FAR. The formula for the FPA is displayed below.

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

Where:

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

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

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

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 2nd Revised Sheet No. 17d

Canceling P.S.C. Mo. No. 5 Sec. 4 1st Revised Sheet No. 17d

For ALL TERRITORY

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| FUEL & PURCHASE POWER ADJUSTMENT CLAUSE RIDER FAC For service on and after April 1, 2013 |
|--|

PRUDENCE REVIEW

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

TRUE-UP OF FPA

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

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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 2nd Revised Sheet No. 17e

Canceling P.S.C. Mo. No. 5 Sec. 4 1st Revised Sheet No. 17e

For ALL TERRITORY

FUEL & PURCHASE POWER ADJUSTMENT CLAUSE
 RIDER FAC
 For service on and after April 1, 2013

| | Accumulation Period Ending | | Month, Day, Year |
|----|---|---|------------------|
| 1 | Total Energy Cost (TEC) = (FC+PP+E-OSSR-REC) | | |
| 2 | Net Base Energy Cost (B) | - | |
| | 2.1 Base Factor (BF) | | |
| | 2.2 Accumulation Period NSI (S _{AP}) | | |
| 3 | (TEC-B) | | |
| 4 | Missouri Energy Ratio (J) | * | % |
| 5 | (TEC-B)*J | | |
| 6 | Fuel Cost Recovery | * | % |
| 7 | (TEC-B)*J*0.95 | | |
| 8 | True-Up Amount (T) | + | |
| 9 | Prudence Adjustment Amount (P) | + | |
| 10 | Interest (I) | + | |
| 11 | Fuel and Purchased Power Adjustment (FPA) | = | |
| 12 | Forecasted Missouri NSI (S _{RP}) | ÷ | |
| 13 | Current Period Fuel Adjustment Rate (FAR) to be applied Beginning XX-XX-XXXX | = | |
| 14 | Current Period FAR _{PRIM} = FAR x VAF _{PRIM} | | |
| 15 | Current Period FAR _{SEC} = FAR x VAF _{SEC} | | |
| 16 | VAF _{PRIM} = 1.0466 | | |
| 17 | VAF _{SEC} = 1.0622 | | |
| | | | |
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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 2nd Revised Sheet No. 17f

Canceling P.S.C. Mo. No. 5 Sec. 4 1st Revised Sheet No. 17f

For ALL TERRITORY

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DATE EFFECTIVE _____

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 3rd Revised Sheet No. 17g

Canceling P.S.C. Mo. No. 5 Sec. 4 2nd Revised Sheet No. 17g

For ALL TERRITORY

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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 1st Revised Sheet No. 17h

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

For ALL TERRITORY

FUEL ADJUSTMENT CLAUSE
 SCHEDULE FAC
 For service on and after June 15, 2011 and prior to April 1, 2013.

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 st | | October 1 st |

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.

BASE ENERGY COST:

Base Energy Cost in this FAC are calculated using the costs included in the revenue requirement upon which Empire’s general rates are set for fuel 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 consumables, such as anhydrous ammonia, limestone, and powder activated carbon, and emission allowance costs, but not purchased power demand costs as off-set by off-system sales revenue, any emission allowance revenues, and renewable energy credit revenues in the accumulation period.

BASE ENERGY COST PER kWh:

Base energy cost per kWh at the generator, established in the most recent base rate case. The base energy cost per kWh is \$0.02823 for each accumulation period.

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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 1st Revised Sheet No. 17i

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

For ALL TERRITORY

| |
|---|
| <p>FUEL ADJUSTMENT CLAUSE SCHEDULE FAC For service on and after June 15, 2011 and prior to April 1, 2013.</p> |
|---|

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 (excluding fixed pipeline reservation charges and fixed pipeline storage charges), and AQCS consumables – FERC Account 506.2.
- P = Actual total system 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 energy cost is calculated as follows:

1. For each accumulation period $B = (NSI \text{ kWh} * \$0.02823)$

NSI = Actual net system input at the generation level for the accumulation period.

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 1st Revised Sheet No. 17j

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

For ALL TERRITORY

FUEL ADJUSTMENT CLAUSE
SCHEDULE FAC
For service on and after June 15, 2011 and prior to April 1, 2013.

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 4th Revised Sheet No. 17k

Canceling P.S.C. Mo. No. 5 Sec. 4 3rd Revised Sheet No. 17k

For ALL TERRITORY

FUEL ADJUSTMENT CLAUSE
 SCHEDULE FAC
 For service on and after June 15, 2011 and prior to April 1, 2013.

ACCUMULATION PERIOD ENDING, (Aug, 31, 2012)

| | | |
|-----|---|-------------------|
| 1. | Total energy cost (F + P + E – O - R) | \$74,678,147 |
| 2. | Base energy cost (B) | \$77,190,644 |
| 3. | Missouri energy ratio (J) | 0.8156 |
| 4. | Fuel cost recovery [(F + P + E – O - R) – B] * J * 0.95 | \$(1,914,185) |
| 5. | Adj for over/under recovery for the recovery period ending 05-31-2012 (C) | \$1,157,848 |
| 6. | Interest (I) | \$(19,415) |
| 7. | Fuel Adjustment Clause (FAC) | \$(775,752) |
| 8. | Forecasted Missouri NSI for the recovery period (S) | 2,162,908,477 |
| 9. | Cost Adjustment Factor (CAF) to be applied to bills beginning 12-01-2012 | \$(0.00036) / kWh |
| 10. | CAF - Primary and above (Line 9 x Primary Expansion Factor) | \$(0.00038) / kWh |
| 11. | CAF - Secondary (Line 9 x Secondary Expansion Factor) | \$(0.00038) / kWh |

Primary Expansion Factor = 1.0502
 Secondary Expansion Factor = 1.0686

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 4 Original Sheet No. 22

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

ECONOMIC DEVELOPMENT RIDER
SCHEDULE EDR

Purpose:

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

Availability:

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

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

Applicability:

The rider is applicable to new facilities or the additional separately metered facilities meeting the above availability criteria and the following two applicability criteria:

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

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

Where:

PAE = Projected Annual Energy (kWh)

HRS = Hours in year (8760)

PCD = Projected Customer Non-coincident Demand

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

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

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

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

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. 4 Original Sheet No. 22a

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

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|--|
| ECONOMIC DEVELOPMENT RIDER SCHEDULE EDR |
|--|

Incentive Provisions:

1. Revenue Determination:

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

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

2. Shifting of Existing Load:

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

Termination:

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

DATE OF ISSUE _____
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. 22b

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

ECONOMIC DEVELOPMENT RIDER
SCHEDULE EDR

Form of Contract:

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

Witnesseth:

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

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

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

The Company and Customer agree as follows:

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

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

Empire District Electric Company _____
(Customer)

By _____ By _____

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

1. That Empire continues to flow the SWPA payment associated with the capacity restrictions to be implemented for the Ozark Beach hydro facility, net of tax, back to the customers over a 10 year period which began on the effective date of rates in Case No. ER-2011-0004, pursuant to a tracker mechanism. This results in an annual reduction of expense of approximately \$1.365 million on a Missouri jurisdictional basis.
2. An amount of \$266,150 latan tax liability is included in revenue.
3. For AFUDC carrying cost purposes, a return on equity of 9.8%.
4. The cost to provide authorized pay-stations is reflected in Empire's Revenue Requirement.
5. The pre-MEEIA DSM amounts included in the revenue requirement are based on expenditures and costs through June 30, 2012.
6. An annual level of amortization expense for the vegetation management tracker resulting from ER-2011-0004 is \$368,588, Missouri jurisdictional. The annual amortization for the balance as a result of ER-2012-0345 is \$1,503,719, Missouri jurisdictional. The regulatory asset included in rate base is a total of \$7,518,595, Missouri jurisdictional as of June 30, 2012. This is comprised of two components: the net balance of the asset as a result of ER-2010-0004 of \$2,479,408, and the balance of the asset as a result of ER-20012-0345 of \$5,039,186. All parties are recommending that the vegetation management tracker continues and that the tracker base amount be changed from 9 million dollars to 12 million dollars.
7. The tracker bases, cost in rates, and amortization periods are as follows:

| Description | Amortization | Total Cost In Rates | Base | Amortization Period |
|-----------------------|--------------|---------------------|---------------|---------------------|
| FAS 87 Pension | \$ 667,546 | \$ 7,678,726 | \$ 7,011,180 | Five Years |
| FAS 106 OPEB | \$ (257,412) | \$ 1,732,080 | \$ 1,989,492 | Five Years |
| Plum Point/latan | \$ 850,545 | \$ 8,113,343 | \$ 7,262,889 | Three Years |
| Vegetation Management | \$ 1,503,719 | 13,503,719 | \$ 12,000,000 | Five Years |

8. The tariff sheets in Appendix A include provisions for Empire's Fuel Adjustment Clause (FAC) which reflect the following:
 - a. 95%/5% sharing mechanism;
 - b. All components currently in Empire's FAC;
 - c. Variable gas transportation costs;
 - d. Off System Sales margins are included in the FAC base at a level of \$1.0 million;

- e. Adopts Staff's recommended FAC language and formula, except to exclude reference to transmission cost factor TC;
 - f. Base level for FAC is \$0.02831;
 - g. Includes 50MW Plum Point O&M Expense in FAC base and subsequent FAC calculations;
 - h. The FAC voltage adjustment factors and metering adjustments have been updated based on the most current loss study and as calculated by Staff. The updated loss factors are: 1.0466 for primary voltage and 1.0662 for secondary voltage.
9. The tariff sheets in Appendix A implement a Rate Design which reflects the following:
- a. A separate Pre-MEEIA Demand Side Management (DSM) amount will appear on customer bills. The separate energy efficiency costs charge will be recovered from customers in order to ensure that customers who have opted-out of the energy efficiency programs are not charged costs associated with the DSM programs. Each applicable rate schedule will show a separate DSM cost recovery rate. The rate increase is a two part allocation process for the allocation of revenues to each class. The first step is an allocation of the energy efficiency revenue requirement of \$1,004,231 by class of customer based on the kWh for each class less approved opt-out kWh. The second step is an allocation of the additional revenue increase less the DSM costs associated with step 1 or \$26,495,769 by class of customer, based on equal percentage applied to current revenue, excluding DSM. The pre-MEEIA DSM amounts included in the revenue requirement are based on expenditures and costs through June 30, 2012.
 - b. No increase in residential customer charge.

**The Empire District Electric Company
Staff Recommended Annual Depreciation Rates**

| Account Number | Account Description | Recommended Whole Life Rate (%) | Recommended Net Salvage | Recommended Depreciation Rate (%) |
|-------------------------------|-------------------------------------|---------------------------------------|----------------------------|---|
| STEAM PRODUCTION PLANT | | | | |
| Riverton 7&8 | | | | |
| 311 | Structures and Improvements | 3.51% | -5.00% | 3.69% |
| 312 | Boiler Plant Equipment | 2.94% | -5.00% | 3.09% |
| 314 | Turbogenerator Units | 2.28% | -5.00% | 2.39% |
| 315 | Accessory Electric Equipment | 1.75% | -5.00% | 1.84% |
| 316 | Miscellaneous Power Plant Equipment | 5.02% | -5.00% | 5.27% |
| Asbury 1&2 | | | | |
| 311 | Structures and Improvements | 2.68% | -5.00% | 2.81% |
| 312 | Boiler Plant Equipment | 5.03% | -5.00% | 5.28% |
| 314 | Turbogenerator Units | 2.70% | -5.00% | 2.84% |
| 315 | Accessory Electric Equipment | 3.14% | -5.00% | 3.30% |
| 316 | Miscellaneous Power Plant Equipment | 3.76% | -5.00% | 3.95% |
| Iatan 1 | | | | |
| 311 | Structures and Improvements | 1.99% | -5.00% | 2.09% |
| 312 | Boiler Plant Equipment | 3.02% | -5.00% | 3.17% |
| 314 | Turbogenerator Units | 2.32% | -5.00% | 2.44% |
| 315 | Accessory Electric Equipment | 3.89% | -5.00% | 4.08% |
| 316 | Miscellaneous Power Plant Equipment | 3.11% | -5.00% | 3.27% |
| Iatan 2 | | | | |
| 311 | Structures and Improvements | 2.00% | -5.00% | 2.10% |
| 312 | Boiler Plant Equipment | 2.00% | -5.00% | 2.10% |
| 314 | Turbogenerator Units | 2.00% | -5.00% | 2.10% |
| 315 | Accessory Electric Equipment | 2.00% | -5.00% | 2.10% |
| 316 | Miscellaneous Power Plant Equipment | 2.00% | -5.00% | 2.10% |
| Iatan Common | | | | |
| 311 | Structures and Improvements | 2.00% | -5.00% | 2.10% |
| 312 | Boiler Plant Equipment | 2.00% | -5.00% | 2.10% |
| 314 | Turbogenerator Units | 2.00% | -5.00% | 2.10% |
| 315 | Accessory Electric Equipment | 2.00% | -5.00% | 2.10% |
| 316 | Miscellaneous Power Plant Equipment | 2.00% | -5.00% | 2.10% |
| Plum Point | | | | |
| 311 | Structures and Improvements | 2.00% | -5.00% | 2.10% |
| 312 | Boiler Plant Equipment | 2.00% | -5.00% | 2.10% |
| 314 | Turbogenerator Units | 2.00% | -5.00% | 2.10% |
| 315 | Accessory Electric Equipment | 2.00% | -5.00% | 2.10% |
| 316 | Miscellaneous Power Plant Equipment | 2.00% | -5.00% | 2.10% |

**The Empire District Electric Company
Staff Recommended Annual Depreciation Rates**

| Account Number | Account Description | Recommended Whole Life Rate (%) | Recommended Net Salvage | Reccomended Depreciation Rate (%) |
|------------------------------------|--------------------------------------|---------------------------------------|----------------------------|---|
| HYDRAULIC PRODUCTION PLANT | | | | |
| 331 | Structures and Improvements | 1.91% | -5.00% | 2.01% |
| 332 | Reservoirs, Dams and Waterways | 0.93% | -5.00% | 0.98% |
| 333 | Waterwheels, Turbines and Generators | 2.84% | -5.00% | 2.98% |
| 334 | Accessory Electric Equipment | 1.87% | -5.00% | 1.96% |
| 335 | Miscellaneous Power Plant Equipment | 3.36% | -5.00% | 3.53% |
| OTHER PRODUCTION PLANT | | | | |
| Riverton 9,10,11&12 | | | | |
| 341 | Structures and Improvements | 1.67% | -2.00% | 1.70% |
| 342 | Fuel Holders, Producers and Access. | 2.00% | -2.00% | 2.04% |
| 343 | Prime Movers | 2.11% | 4.00% | 2.03% |
| 344 | Generators | 2.00% | 4.00% | 1.92% |
| 345 | Accessory Electric Equipment | 1.91% | -2.00% | 1.95% |
| 346 | Miscellaneous Power Plant Equipment | 2.00% | -2.00% | 2.04% |
| Energy Center 1&2 | | | | |
| 341 | Structures and Improvements | 2.15% | -2.00% | 2.19% |
| 342 | Fuel Holders, Producers and Access. | 2.97% | -2.00% | 3.03% |
| 343 | Prime Movers | 2.43% | 4.00% | 2.33% |
| 344 | Generators | 2.17% | 4.00% | 2.08% |
| 345 | Accessory Electric Equipment | 1.12% | -2.00% | 1.14% |
| 346 | Miscellaneous Power Plant Equipment | 2.70% | -2.00% | 2.75% |
| Energy Center 3&4 (FT8) | | | | |
| 341 | Structures and Improvements | 2.00% | -2.00% | 2.04% |
| 342 | Fuel Holders, Producers and Access. | 2.00% | -2.00% | 2.04% |
| 343 | Prime Movers | 2.06% | 4.00% | 1.98% |
| 344 | Generators | 2.01% | 4.00% | 1.93% |
| 345 | Accessory Electric Equipment | 2.01% | -2.00% | 2.05% |
| 346 | Miscellaneous Power Plant Equipment | 2.00% | -2.00% | 2.04% |
| Stateline CT | | | | |
| 341 | Structures and Improvements | 4.20% | -2.00% | 4.28% |
| 342 | Fuel Holders, Producers and Access. | 2.27% | -2.00% | 2.32% |
| 343 | Prime Movers | 3.67% | 4.00% | 3.52% |
| 344 | Generators | 2.72% | 4.00% | 2.61% |
| 345 | Accessory Electric Equipment | 2.36% | -2.00% | 2.41% |
| 346 | Miscellaneous Power Plant Equipment | 3.80% | -2.00% | 3.88% |
| Stateline CC | | | | |
| 341 | Structures and Improvements | 2.07% | -2.00% | 2.11% |
| 342 | Fuel Holders, Producers and Access. | 4.52% | -2.00% | 4.61% |
| 343 | Prime Movers | 2.11% | 4.00% | 2.03% |
| 344 | Generators | 2.54% | 4.00% | 2.44% |
| 345 | Accessory Electric Equipment | 2.15% | -2.00% | 2.19% |
| 346 | Miscellaneous Power Plant Equipment | 2.04% | -2.00% | 2.08% |

**The Empire District Electric Company
Staff Recommended Annual Depreciation Rates**

| Account Number | Account Description | Recommended Whole Life Rate (%) | Recommended Net Salvage | Reccomended Depreciation Rate (%) |
|---------------------------|--------------------------------|---------------------------------------|----------------------------|---|
| TRANSMISSION PLANT | | | | |
| 352 | Structures & Improvements | 1.82% | -15.00% | 2.09% |
| 353 | Station Equipment | 2.00% | -10.00% | 2.20% |
| 354 | Towers & Fixtures | 1.54% | -25.00% | 1.92% |
| 355 | Poles & Fixtures | 1.67% | -100.00% | 3.33% |
| 356 | Overhead Conductors | 1.54% | -40.00% | 2.15% |
| DISTRIBUTION PLANT | | | | |
| 361 | Structures & Improvements | 1.67% | -25.00% | 2.08% |
| 362 | Station Equipment | 2.22% | 15.00% | 1.89% |
| 364 | Poles, Towers & Fixtures | 2.17% | -100.00% | 4.35% |
| 365 | Overhead Conductors | 1.89% | -100.00% | 3.77% |
| 366 | Underground Conduit | 2.70% | -45.00% | 3.92% |
| 367 | Underground Conductors | 3.13% | -15.00% | 3.59% |
| 368 | Transformers | 2.22% | -25.00% | 2.78% |
| 369 | Services | 2.50% | -100.00% | 5.00% |
| 370 | Meters | 2.27% | 0.00% | 2.27% |
| 371 | Meter Installations | 4.00% | -45.00% | 5.80% |
| 373 | Street Lighting | 2.08% | -50.00% | 3.13% |
| GENERAL PLANT | | | | |
| 390 | Structures & Improvements | 2.50% | -10.00% | 2.75% |
| 391.1 | Office Furniture and Equipment | 5.00% | 0.00% | 5.00% |
| 391.2 | Computer Equipment | 10.00% | 0.00% | 10.00% |
| 392 | Transportation Equipment | 8.33% | 15.00% | 7.08% |
| 393 | Stores Equipment | 3.33% | 5.00% | 3.17% |
| 394 | Tools, Shop & Garage Equipment | 5.00% | 10.00% | 4.50% |
| 395 | Laboratory Equipment | 2.63% | 0.00% | 2.63% |
| 396 | Power Operated Equipment | 6.67% | 5.00% | 6.33% |
| 397 | Communication Equipment | 4.00% | 0.00% | 4.00% |
| 398 | Miscellaneous Equipment | 4.55% | 0.00% | 4.55% |