

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

P.S.C. Mo. No. 6 Sec. 4 1st ~~Original~~-Revised Sheet No. 4

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

For ALL TERRITORY

INTERRUPTIBLE SERVICE
RIDER IR

APPLICATION:

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

PURPOSE:

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

TERM OF CONTRACT:

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

CURTAILMENT YEAR:

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

CURTAILMENT HOURS:

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

CURTAILMENT LIMITS:

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

CURTAILMENT NOTIFICATION:

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

CURTAILMENT EVENT:

A "Curtailable Event" is defined as an actual customer curtailment request made by [EmpireLiberty](#).

NEED FOR CURTAILMENT:

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

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BILLING DEMAND:

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

CUSTOMER COMPENSATION:

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

PROGRAM PARTICIPATION PAYMENTS:

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

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

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

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

PENALTIES:

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

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