

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

Christopher Perkin,)	
)	
Complainant,)	
)	
v.)	<u>Case No. EC-2026-0309</u>
)	
The Empire District Electric Company d/b/a,)	
Liberty,)	
)	
Respondent.)	

**ORDER GIVING NOTICE OF COMPLAINT
AND DIRECTING RESPONSE**

Issue Date: May 6, 2026

Effective Date: May 6, 2026

On May 5, 2026, Christopher Perkin filed a complaint against The Empire District Electric Company d/b/a Liberty. A copy of the complaint accompanies this notice.

Provisions governing procedures before the Commission are found in Commission Rule 20 CSR 4240, Chapter 2. In particular, the procedures relating to discovery are found at Commission Rule 20 CSR 4240-2.090.

Pursuant to Commission Rule 20 CSR 4240-2.070(8), Liberty has thirty days from the date of this notice to file an answer or a notice that the matter complained of is satisfied. Liberty's response is due no later than June 5, 2026. The Commission will also order a report from its Staff.

As an alternative to the formal evidentiary hearing procedure, the Commission offers mediation. Mediation is a voluntary process in which a neutral person assists the parties in exploring opportunities for settlement. Upon a written request for mediation, the Commission may suspend the deadlines set forth in this order.

THE COMMISSION ORDERS THAT:

1. The Commission's Data Center shall send, by certified mail, a copy of this notice and order and a copy of the complaint, with the attached exhibits, to Liberty, at:

602 S. Joplin Ave.
P.O. Box 127
Joplin, Missouri 64801

2. Liberty shall file its response to this complaint no later than June 5, 2026. All pleadings shall be mailed to:

Secretary of the Public Service Commission
P.O. Box 360
Jefferson City, Missouri 65102-0360,

or shall be filed using the Commission's electronic filing and information service.

3. The Staff of the Commission shall file a Report or alternative pleading no later than June 19, 2026.

4. This order shall be effective when issued.



BY THE COMMISSION

Nancy Dippell

Nancy Dippell
Secretary

Ronald D. Pridgin, Deputy Chief
Regulatory Law Judge,
by delegation of authority pursuant to
Section 386.240, RSMo 2016.

Dated at Jefferson City, Missouri,
on this 6th day of May, 2026.

3. Respondent's address is:

PO Box 127

(Address of complainant)

Joplin

(City)

MO

(State)

64802

(Zip Code)

4. Respondent is a public utility under the jurisdiction of the Missouri Public Service Commission.

5. The amount at issue is: \$

(if your complaint is about money state how much is in dispute here.)

6. Complainant now requests the following relief:

(Explain what you want the Commission to do: the specific results you are seeking in this complaint.)

Complainant requests that the Commission: (1) require Liberty Utilities to allow operation of the solar and battery system upon completion of required inspection/PTO; (2) prohibit Liberty from enforcing non-tariff requirements, including 24/7 unrestricted access, immediate dog restraint demands, and relocation of installed equipment; (3) require reasonable notice and coordinated access; (4) prohibit lockout of customer-owned equipment absent documented safety, reliability, or power-quality concerns; (5) require compliance with Rider NM and 4 CSR 240-20.065; and (6) investigate Liberty's net-metering/interconnection practices.

7. The relief requested is appropriate because Respondent has violated a statute, tariff, or Commission regulation or order, as follows:

(Explain why the Commission should grant the relief you seek: the facts that constitute a violation of a statute, tariff, or Commission regulation or order.)

Liberty acted beyond its filed tariff. Rider NM requires only reasonable access, not unannounced, immediate, or 24/7 unrestricted access. A Liberty field technician appeared without prior notice and demanded immediate access, including that dogs be put up immediately. Liberty also refused to provide the technician's last name/identification. These requirements and actions are not contained in the NMA or Rider NM.

Continued Section 7: Liberty required a 21-day shutdown/lockout, although the 21-day language is the utility's inspection/notice deadline, not a customer shutdown requirement. Liberty also required relocation outside a fenced area and lockout/tagout without a documented safety issue. Legal references: §§ 386.250 and 393.140 RSMo; 4 CSR 240-20.065; Rider NM Section D(1). See Exhibits A and B.

8. The Complainant has taken the following steps to present this matter to

the Respondent:

(Please describe in detail what steps you have already taken to resolve this complaint.)

Complainant communicated with Liberty Utilities by email and attempted to coordinate inspection, testing, and access. Complainant requested clarification regarding system operation, advised that the system was not backfeeding, and attempted to accommodate a scheduled test while addressing dog safety and storm-related property issues. Despite these efforts, Liberty attempted unannounced access, required immediate dog restraint, required shutdown/lockout, imposed conditions not found in the tariff, threatened law-enforcement involvement for access, and has not resolved the matter.

May 4, 2026
Date

Christopher Perkin
Signature of Complainant

[REDACTED]
Complainant's Phone Number

Christopher Perkin
Complainant's Printed Full Name

N/A
Alternate Contact Number

[REDACTED]
Complainant's E-mail Address

*Attach additional pages, as necessary. Attach **copies** of any supporting documentation. Do **not** send **originals** of any supporting documentation.*

Re: Conditional Letter of Approval- Chris N Perkins

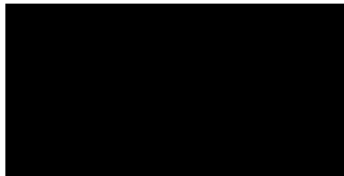
From Chris Perkin [REDACTED]
Date Fri 2026-05-01 3:30 PM
To Kelson Hombs [REDACTED] Jessica Perkins [REDACTED] Judith Reed [REDACTED]
[REDACTED] Quenton Decker [REDACTED]
Cc Chris Schafer [REDACTED]

The system was turned off this morning. So do I need to turn it back on until then?

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)



Chris Perkin
Commercial Sales and Tesla Manager | Sales



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From: Kelson Hombs [REDACTED]
Sent: Friday, May 1, 2026 3:13:17 PM
To: Jessica Perkins [REDACTED] Chris Perkin [REDACTED] Judith Reed [REDACTED]
[REDACTED] Quenton Decker [REDACTED]
[REDACTED]
Cc: Chris Schafer [REDACTED]
Subject: RE: Conditional Letter of Approval- Chris N Perkins

[**EXTERNAL EMAIL: Use caution with links and attachments if this is not a recognized or expected message**]

Thursday at 10:am Dusty will lock it out for 21days. After that the system may only run for a brief period/moment for testing purpose only; ultimately remaining in the off position until the commissioning process is completed (my tester will leave it on if it passes).

From: Jessica Perkins [REDACTED]
Sent: Thursday, April 30, 2026 11:05 AM
To: Kelson Hombs [REDACTED] Chris Perkin [REDACTED] Judith Reed [REDACTED]
[REDACTED] Quenton Decker [REDACTED]
Cc: Chris Schafer [REDACTED]
Subject: Re: Conditional Letter of Approval- Chris N Perkins

I want to help coordinate a day/time to lock the disconnect that way the dog is put away. Chris mentioned he cannot meet this week due to damages from the storm. Would it be possible to schedule the lock on the

disconnect for a time next week if he turns the system off? Chris, can you or your wife please turn the system off today?



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From: Kelson Hombs <[REDACTED]>
Sent: Thursday, April 30, 2026 9:42 AM
To: Chris Perkin <cperkin@ussunsolar.com>; Judith Reed <[REDACTED]> Jessica Perkins <[REDACTED]>
[REDACTED] Quenton Decker <[REDACTED]>
Cc: Chris Schafer <[REDACTED]>
Subject: RE: Conditional Letter of Approval- Chris N Perkins

[EXTERNAL EMAIL: Use caution with links and attachments if this is not a recognized or expected message]

I was personally there and witnessed it at the meter. The meter testers have a program "app" that they use. Per Company policy I can not give last names or phone numbers. We will have to call him Ryan the Meter Tester Forman in reference.

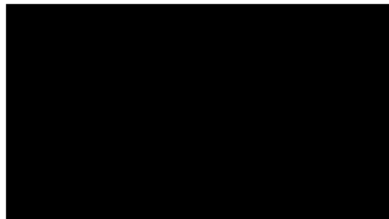
From: Chris Perkin <[REDACTED]>
Sent: Thursday, April 30, 2026 9:32 AM
To: Kelson Hombs <Kelson.Hombs@libertyutilities.com>; Judith Reed <[REDACTED]> Jessica Perkins <[REDACTED]>
[REDACTED] Quenton Decker <[REDACTED]>
Cc: Chris Schafer <[REDACTED]>
Subject: Re: Conditional Letter of Approval- Chris N Perkins

Jessica said you can see the system back feed, if you can get me that information, that would be great. And I need to know Ryan's last name.

Plus, I have a thousand storm related issues right now, so we may need to table this for now until I can address everything else going on.



Chris Perkin
Commercial Sales and Tesla Manager | Sales



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From: Kelson Hombs [REDACTED]
Sent: Thursday, April 30, 2026 9:25 AM
To: Judith Reed [REDACTED]; Jessica Perkins [REDACTED]; Chris Perkin [REDACTED]; Quenton Decker [REDACTED]
Cc: Chris Schafer [REDACTED]
Subject: RE: Conditional Letter of Approval- Chris N Perkins

[EXTERNAL EMAIL: Use caution with links and attachments if this is not a recognized or expected message]

It must be shut off immediately. After that it must serve a 21-day hold period before testing. Disconnect will have to be moved to side of house before retesting. Needing pictures after the changes have been completed and we will treat as new battery backup commissioning process. It would look best if Chris willingly turned his system off before the meter tester has to do it.

From: Judith Reed [REDACTED]
Sent: Wednesday, April 29, 2026 12:45 PM
To: Jessica Perkins [REDACTED]; Chris Perkin [REDACTED]
Cc: Kelson Hombs [REDACTED]
Subject: RE: Conditional Letter of Approval- Chris N Perkins

Kelson is meeting today with someone concerning this project.
Once, I get conformation from him that it can be tested, we will get it scheduled.

Thanks
Judi

From: Jessica Perkins [REDACTED]
Sent: Tuesday, April 28, 2026 3:09 PM
To: Judith Reed [REDACTED]; Chris Perkin [REDACTED]
Cc: Kelson Hombs [REDACTED]
Subject: Re: Conditional Letter of Approval- Chris N Perkins

Would 9am work?

Jessica Perkins
Project Coordinator | Operations



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From: Judith Reed [REDACTED]
Sent: Tuesday, April 28, 2026 2:06 PM
To: Jessica Perkins [REDACTED]; Chris Perkin [REDACTED]
Cc: Kelson Hombs [REDACTED]
Subject: RE: Conditional Letter of Approval- Chris N Perkins

[EXTERNAL EMAIL: Use caution with links and attachments if this is not a recognized or expected message]

What time do you prefer?

From: Jessica Perkins [REDACTED]
Sent: Tuesday, April 28, 2026 2:00 PM
To: Judith Reed [REDACTED] Chris Perkin [REDACTED]
Cc: Kelson Hombs [REDACTED]
Subject: Re: Conditional Letter of Approval- Chris N Perkins

Hello,

The 4th is now booked so that will no longer work. Do you have availability on the 5th?



Jessica Perkins
Project Coordinator | Operations



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From: Judith Reed [REDACTED]
Sent: Tuesday, April 28, 2026 12:55 PM
To: Chris Perkin [REDACTED] Jessica Perkins [REDACTED]
Cc: Kelson Hombs [REDACTED]
Subject: RE: Conditional Letter of Approval- Chris N Perkins

[EXTERNAL EMAIL: Use caution with links and attachments if this is not a recognized or expected message]

Hi Jessica,

I spoke with Chris and he would like to get an appointment scheduled to have Dennis go out for the appointment. Please let me know if Dennis would be available this week.

Thanks
Judi

From: Chris Perkin [REDACTED]
Sent: Monday, April 27, 2026 5:45 PM
To: Judith Reed <[REDACTED]> Jessica Perkins [REDACTED]
Cc: Kelson Hombs [REDACTED]
Subject: Re: Conditional Letter of Approval- Chris N Perkins

This system does not back feed currently, we have that turned off, just feeds the batteries. I needed to make sure we got it done by the end of the year.

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)



Chris Perkin
Commercial Sales and Tesla Manager | Sales





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From: Judith Reed [Redacted]
Sent: Monday, April 27, 2026 2:27:56 PM
To: Jessica Perkins [Redacted]
Cc: Kelson Hombs [Redacted] Chris Perkin [Redacted]
Subject: RE: Conditional Letter of Approval- Chris N Perkins

[EXTERNAL EMAIL: Use caution with links and attachments if this is not a recognized or expected message]

This will be disconnected and locked off for 21 Days, has been running un-commissioned since 1/02/2026

Thanks
Judi

From: Jessica Perkins [Redacted]
Sent: Monday, April 27, 2026 1:02 PM
To: Judith Reed [Redacted]
Cc: Kelson Hombs [Redacted] Chris Perkin [Redacted]
Subject: Re: Conditional Letter of Approval- Chris N Perkins

Hello,

This system has batteries. Chris said he can be available for the test, when would you be able to meet?

Jessica Perkins
Project Coordinator | Operations



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From: Judith Reed [Redacted]
Sent: Monday, April 27, 2026 11:57 AM
To: Jessica Perkins [Redacted]
Cc: Kelson Hombs [Redacted]
Subject: Conditional Letter of Approval- Chris N Perkins

[EXTERNAL EMAIL: Use caution with links and attachments if this is not a recognized or expected message]

Chris N Perkins



PLEASE READ CAREFULLY: Attached is the conditional terms to move forward with the application. **Please use this email chain throughout the project.**

- The checklist **MUST** be completed to ensure commissioning will be accomplished.
- Please complete and sign the post certificate.
- Ensure the installer has the Net Metering Installer Requirements on hand during installation.
- **24/7 Access to disconnect – No Exceptions – WE HIGHLY RECOMMEND THE DISCONNECT BE PLACED OUTSIDE OF THE FENCED IN AREA TO PREVENT ANY FUTURE LOCKOUTS TO THE SYSTEM NOT BEING IN COMPLIANCE FOR ACCESS AND HAVING TO MOVE THE DISCONNECT TO MEET COMPLIANCE STANDARDS.**
- If the meter is in the backyard with dogs at any point and time, the disconnect will have to move outside the fence. **NO EXCEPTIONS.**
- If the meter is in a locked fenced in area, the disconnect will have to move outside the fence or a combination lock will need to be installed and code provided. **NO EXCEPTIONS.**
- Disconnects must be left off and tagged out after solar contractor testing and commissioning (see instructions below).
- Must install a lock out tag on the PV outside disconnect and provide a photo before requesting Liberty to activate the solar. A Liberty representative will remove the tag after it's deemed operational. I've snipped an example of a lock out tab below (**DOESN'T NEED TO BE EXACT**).....please mount on the shut off handle (so city can inspect the wiring, without cutting the tag off), and let the city or local AJH know it's only to prevent the customer from turning it on.



- **Before requesting PTO (permission to operate, or commissioning ...please run the system 10 minutes and make sure the meter squares are moving to the let (back feeding), before we waste a trip on a system that isn't working. We've been seeing to many of these not working. Again, make sure all equipment and breakers are on before requesting PTO and the PV disconnect is the only thing off.**

Thank you,

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

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 12

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

For ALL TERRITORY

NET METERING RIDER
RIDER NM

AVAILABILITY:

Electric service is available under this schedule at points on the Company's existing distribution facilities located within its service area for customers operating renewable fuel source generators.

Applicable to Customer-Generators with a Company approved interconnection agreement. This schedule is not applicable where the Customer's electrical generating system exceeds 100 kW.

The net metering service shall be available to Customer-Generators on a first-come, first-serve basis until the total rated generating capacity of net metering systems equals 5% of the Company's single-hour peak load during the previous year. Resale electric service will not be supplied under this schedule.

DEFINITIONS:

Customer-Generator:

The owner or operator of a qualified electric energy generation unit that meets all of the following criteria:

- a. Is powered by a renewable energy resource;
- b. Has an electrical generating system with a capacity of not more than one hundred fifty kilowatts;
- c. Is located on a premises owned, operated, leased, or otherwise controlled by the Customer-Generator;
- d. Is interconnected and operated in parallel phase and synchronization with the Company;
- e. Is intended primarily to offset part or all of the Customer-Generator's own electrical energy requirements;
- f. Meets all applicable safety, performance, interconnection, and reliability standards established by the National Electrical Code, the National Electrical Safety Code, the Institute of Electrical and Electronic Engineers and any local governing authorities; and
- g. Contains a mechanism that automatically disables the unit and interrupts the flow of electricity back onto the Company's electricity lines in the event that the service to the Customer-Generator is interrupted.

Renewable Energy Resources:

Electrical energy produced from wind, solar thermal sources, hydroelectric sources, photovoltaic cells and panels, fuel cells using hydrogen produced by ones of the above-named electrical energy sources, and other sources of energy that become available, and are certified as renewable by the Missouri Department of Natural Resources or the Missouri Department of Economic Development's Division of Energy.

CHARACTER OF SERVICE:

Alternating current, 60 cycles, at the voltage and phase of the Company's established secondary distribution system serving the Customer-Generator's premise.

BILLING AND PAYMENT:

The Company shall render a bill for net consumption at approximately 30-day intervals based on the Company's regular tariff schedules as on file with the Missouri Public Service Commission. Net consumption is defined as the kWh supplied by the Company to the Customer-Generator minus kWh supplied by the Customer-Generator and returned to the Company's grid during the billing month. Any net consumption shall be valued monthly as follows

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

FILED
Missouri Public
Service Commission
ER-2019-0374; EN-2021-0038;
YE-2021-0041

For ALL TERRITORY

NET METERING RIDER RIDER NM

BILLING AND PAYMENT (continued):

To the extent the net consumption is positive (i.e. Customer-Generator took more kWh from the Company during the month than Customer-Generator produced), the eligible Customer-Generator will be billed in accordance with the Customer-Generator's otherwise applicable standard rate for Customer Charges, Demand Charges, and Energy Charges (for the net consumption).

To the extent the net consumption is negative (i.e. Customer-Generator produced more kWh during the month than the Company supplied), the Customer-Generator will be credited in accordance with the Company's bi-annually calculated avoided fuel cost of the net energy (kWh) delivered to the Company. With the exception of the Energy Charge, all other applicable standard rate charges shall apply.

PURCHASED RATE:

Summer Season, per kWh.....	\$	0.0538
Winter Season, per kWh.....	\$	0.0493

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

To the extent the net consumption is zero (i.e. Customer-Generator produced the same kWh during the month as supplied by the Company), the Customer-Generator will be Minimum billed in accordance with the eligible Customer-Generator's otherwise applicable standard rate.

TERMS AND CONDITIONS:

1. The Company will supply, own and maintain all necessary meters and associated equipment utilized for billing. If the Company's metering equipment at the Customer Generator's premise does not have the capability of measuring both the net energy produced and the net energy consumed, the Customer shall reimburse the Company for the cost to purchase and install sufficient metering. In addition, and for purposes of monitoring Customer generation and load, the Company may install at its expense, load research metering. The Customer shall supply, at no expense to the Company, a suitable location for meters and associated equipment used for billing and for load research. Such equipment shall be accessible at all times to Company personnel.
2. The Company shall have the right to require the Customer, at certain times and as electric operating conditions warrant, to limit the production of electrical energy from the generating facility to an amount no greater than the load at the Customer's facility of which the generating facility is a part.
3. The Customer shall furnish, install, operate and maintain in good order and repair without cost to the Company such relays, locks and seals, breakers, automatic synchronizers, disconnecting devices, and other control and protective devices as required by the NEC, NESC, IEEE or UL as being required as suitable for the operation of the generator in parallel with the Company's system.
4. The disconnect switch shall be under the exclusive control of the Company. The manual switch must have the capability to be locked out by Company personnel to isolate the Company's facilities in the event of an electrical outage on the Company's transmission and distribution facilities serving the Customer. This isolating device shall also serve as a means of isolation for the Customer's equipment during any customer maintenance activities, routine outages or emergencies. The Company shall give notice to the Customer before a manual switch is locked or an isolating device is used, if possible; and otherwise shall give notice as soon as practicable after locking or isolating the Customer's facilities.
5. The Customer may be required to reimburse the Company for any equipment or facilities required solely as a result of the installation by the Customer of generation in parallel with the Company's Service. This requirement is limited to equipment or facilities installed by the Company in excess of those required of the Company by the NEC, NESC, IEEE or UL.
6. The Customer shall notify the Company prior to the initial energizing and start-up testing of the Customer-owned generator, and the Company shall have the right to have a representative present at said test.

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

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 14

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

For ALL TERRITORY

NET METERING RIDER RIDER NM

TERMS AND CONDITIONS (continued):

7. If harmonics, voltage fluctuations, or other disruptive problems on the utility's system are directly attributable to the operation of the Customer's system, such program(s) shall be corrected at the Customer's expense.
8. No Customer's generating system shall damage the Company's system or equipment or present an undue hazard to Company personnel.
9. The Company requires an Interconnection Application/Agreement for net metering (see copy below) for conditions related to technical and safety aspects of parallel generation.
10. Service under this schedule is subject to the Company's Rules and Regulations on file with the Missouri Public Service Commission and any subsequently approved and in effect during the term of this service.

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

Missouri Public
Service Commission
ER-2019-0374; EN-2021-0038;
YE-2021-0041

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

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

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

For ALL TERRITORY

NET METERING RIDER
RIDER NM

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

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

For Customers Applying for Interconnection:

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

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

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

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

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

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

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

FILED
Missouri Public
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THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

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

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

For ALL TERRITORY

NET METERING RIDER
RIDER NM

For Customers Who Are Installing Solar Systems:

Customer-Generators who are Missouri electric utility retail account holders will receive a solar rebate, if available, based on the capacity stated in the application, or the installed capacity of the Customer-Generator System if it is lower, if the following requirements are met:

- a. Empire must have confirmed the Customer-Generator's System is operational; and
- b. Sections H and I of this Application must be completed.

The amount of the rebate will be based on the system capacity measured in direct current. The rebate will be based on the schedule below up to a maximum of 25,000 watts (25kW) for residential customers, and up to a maximum of 150,000 watts (150 kW) for non-residential customers. In order to receive a rebate of \$0.25 per watt, all solar rebate applications must be received and completed prior to August 6, 2023 and operational before December 31, 2023.

- \$2.00 per watt for systems operational on or before June 30, 2014;
- \$1.50 per watt for systems operational between July 1, 2014 and June 30, 2015;
- \$1.00 per watt for systems operational between July 1, 2015 and June 30, 2016;
- \$0.50 per watt for systems operational between July 1, 2016 and June 30, 2019;
- \$0.25 per watt for systems operational between July 1, 2019 and December 31, 2023;
- \$0.00 per watt for systems operational after December 31, 2023.

For Customers Who Are Assuming Ownership or Operational Control of an Existing Customer-Generator System:

If no changes are being made to the existing Customer-Generator System, complete sections A, D and F of this Application/Agreement and forward to Empire at the address above. Empire will review the new Application/Agreement and shall approve such, within fifteen (15) days of receipt by Empire if the new Customer-Generator has satisfactorily completed Application/Agreement, and no changes are being proposed to the existing Customer-Generator System. There are no fees or charges for the Customer-Generator who is assuming ownership or operational control of an existing Customer-Generator System if no modifications are being proposed to that System.

For ALL TERRITORY

**NET METERING RIDER
RIDER NM**

A. Customer-Generator's Information

Name on Empire's Electric Account: _____
Service/Street Address: _____
City: _____ State: _____ Zip Code: _____
Mailing Address (if different from above): _____
City: _____ State: _____ Zip Code: _____
Email address (if available): _____
Electric Account Holder Contact Person: _____
Daytime Phone: _____ Fax: _____ E-Mail: _____
Emergency Contact Phone: _____
Empire Account No. (from Utility Bill): _____
If account has multiple meters, provide the meter number to which generation will be connected: _____
Empire's Account No. (from Utility Bill): Shall be inserted at the top of each page.

B. Customer-Generator's System Information

Manufacturer Name Plate Power Rating: _____ kW AC DC (check box)
Voltage: _____ Volts
System Type: Wind Fuel Cell Solar Thermal Photovoltaic Hydroelectric Other (If other describe on line below)

Inverter/Interconnection Equipment Manufacturer: _____
Inverter/Interconnection Equipment Model No.: _____
Outdoor Manual/Utility Accessible & Lockable Disconnect Switch Distance from Meter: _____
Certify that the disconnect switch will be located adjacent to the Customer-Generator's electric service meter or explain where and why an alternative location of disconnect switch is being requested:

Existing Electrical Service Capacity: _____ Amperes Voltage: _____ Volts
Service Character: Single Phase _____ Three Phase _____
Total capacity of existing Customer-Generator System (if applicable): _____ kW

System Plans, Specifications, and Wiring Diagram must be attached for a valid application.

C. Installation Information / Hardware and Installation Compliance

Company Installing System: _____
Contact Person of Company Installing System: _____ Phone Number: _____
Contractor's License No. (if applicable): _____
Approximate Installation Date: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Daytime Phone: _____ Fax: _____ E-Mail: _____
Person or Agency Who Will Inspect/Certify Installation: _____

The Customer-Generator's proposed System hardware complies with all applicable National Electric Safety Code (NESC), National Electric Code (NEC), Institute of Electrical and Electronics Engineers (IEEE), Underwriters Laboratories (UL), requirements for electrical equipment and their installation. As applicable to System type, these requirements include, but are not limited to, UL 1703, UL 1741, and IEEE 1547. The proposed installation complies with all applicable local electrical codes and all reasonable safety requirements of Empire. The proposed System has a lockable, visible AC disconnect device, accessible at all times to Empire personnel and switch is located adjacent to the Customer-Generator's electric service meter (except in cases where the Company has approved an alternate location). The System is only required to include one lockable, visible disconnect device, accessible to Empire. If the interconnection equipment is equipped with a visible, lockable, and accessible disconnect, no redundant device is needed to meet this requirement. The Customer-Generator's proposed System has functioning controls to prevent voltage flicker, DC injection, overvoltage, undervoltage, overfrequency, underfrequency, and overcurrent, and to provide for System synchronization to Empire's electrical system. The proposed System does have an anti-islanding function that prevents the generator from continuing to supply power when Empire's electrical system is not energized or operating normally.

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

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

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

For ALL TERRITORY

**NET METERING RIDER
RIDER NM**

If the proposed System is designed to provide uninterruptible power to critical loads, either through energy storage or back-up generation, the proposed System includes a parallel blocking scheme for this backup source that prevents any backflow of power to Empire’s electrical system when the electrical system is not energized or not operating normally.

Signed (Installer): _____ Date: _____
Name (Print): _____

D. Additional Terms and Conditions

In addition to abiding by Empire’s other applicable rules and regulations, the Customer-Generator understands and agrees to the following specific terms and conditions:

1) Operation / Disconnection

If it appears to Empire, at any time, in the reasonable exercise of its judgment, that operation of the Customer-Generator ‘s System is adversely affecting safety, power quality or reliability of Empire’s electrical system, Empire may immediately disconnect and lock-out the Customer-Generator’s System from Empire’s electrical system. The Customer-Generator shall permit Empire’s employees and inspector’s reasonable access to inspect, test, and examine the Customer-Generator’s System.

2) Liability

Liability insurance is not required for Customer-Generators of ten kilowatts (10 kW) or less. For generators greater than ten kilowatts (10 kW), the Customer Generator agrees to carry no less than one hundred thousand dollars (\$100,000) of liability insurance that provides for coverage of all risk of liability for personal injuries (including death) and damage to property arising out of or caused by the operation of the Customer-Generator’s System. Insurance may be in the form of an existing policy or an endorsement on an existing policy. Customer-Generators, including those whose systems are ten kilowatts (10 kW) or less, may have legal liabilities not covered under their existing insurance policy in the event the Customer-Generator’s negligence or other wrongful conduct causes personal injury (including death), damage to property, or other actions and claims.

3) Metering and Distribution Costs

A Customer-Generator’s facility shall be equipped with sufficient metering equipment that can measure the net amount of electrical energy produced or consumed by the Customer-Generator. If the Customer-Generator’s existing meter equipment does not meet these requirements or if it is necessary for Empire to install additional distribution equipment to accommodate the Customer-Generator’s facility, the Customer-Generator shall reimburse Empire for the costs to purchase and install the necessary additional equipment. At the request of the Customer-Generator, such costs may be initially paid for by Empire, and any amount up to the total costs and a reasonable interest charge may be recovered from the Customer-Generator over the course of up to twelve (12) billing cycles. Any subsequent meter testing, maintenance, or meter equipment change necessitated by the Customer-Generator shall be paid for by the Customer-Generator.

4) Ownership of Renewable Energy Credits or Renewable Energy Certificates (RECs)

RECs created through the generation of electricity by the Customer-Owner are owned by the Customer-Generator; however, if the Customer-Generator receives a solar rebate, the Customer-Generator transfers to Empire all right, title, and interest in and to the RECs associated with the new or expanded solar electric system that qualified the Customer-Generator for the solar rebate for a period of ten (10) years from the date the electric utility confirms the solar electric system is installed and operational.

5) Energy Pricing and Billing

The net electric energy delivered to the Customer-Generator shall be billed in accordance with Empire’s Applicable Rate Schedules (Tariff Schedule NM). The value of the net electric energy delivered by the Customer-Generator to Empire shall be credited in accordance with the net metering rate schedule(s) (Tariff Schedule NM). The Customer-Generator shall be responsible for all other bill components charged to similarly situated customers.

Net electrical energy measurement shall be calculated in the following manner:

- (a) For a Customer Generator, a retail electric supplier shall measure the net electrical energy produced or consumed during the billing period in accordance with normal metering practices for customers in the same rate class, either by employing a single, bidirectional meter that measures the amount of electrical energy produced and consumed, or by employing multiple meters that separately measure the Customer-Generator’s consumption and production of electricity;

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

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

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

For ALL TERRITORY

**NET METERING RIDER
RIDER NM**

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

6) Terms and Termination Rights

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

7) Transfer of Ownership

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

8) Dispute Resolution

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

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

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

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

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

For ALL TERRITORY

**NET METERING RIDER
RIDER NM**

9) Testing Requirement

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

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

Printed Name (Customer-Generator): _____

Signed (Customer-Generator): _____ Date: _____

Note: Must be name and signature of Empire Account Holder

E. Electrical Inspection

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

Authority Having Jurisdiction (AHJ): _____

Permit Number: _____

Applicable to all installations:

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

Inspector Name (Print): _____

Inspector Certification: Licensed Engineer in Missouri _____ Licensed Electrician in Missouri _____

License No. _____ Issuing Authority _____

Signed (Inspector): _____ Date: _____

F. Customer-Generator Acknowledgement

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

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

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

System Installation Date: _____

Printed Name (Customer-Generator): _____

Signed (Customer-Generator): _____ Date: _____

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

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

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

Empire Representative Name (Print): _____

Signed Empire Representative: _____

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

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

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

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

For ALL TERRITORY

NET METERING RIDER
RIDER NM

RESERVED FOR FUTURE USE

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

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

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

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

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

For ALL TERRITORY

NET METERING RIDER RIDER NM

RESERVED FOR FUTURE USE

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

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

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

For ALL TERRITORY

NET METERING RIDER
RIDER NM

Disclaimer: Possible Future Rules and/or Rate Changes
Affecting Your Photovoltaic ("PV") System

1. Your PV system is subject to the Commission's current rates, rules, and regulations. The Missouri Public Service Commission ("Commission") may alter its rules and regulations and/or change rates in the future. If this occurs, your PV system is subject to those changes, and you will be responsible for paying any future increases to electricity rates, charges, or service fees from the Company.
2. The Company's electricity rates, charges, and service fees are determined by the Commission and are subject to change based upon the decisions of the Commission. These future adjustments may positively or negatively impact any potential savings or the value of your PV system.
3. Any future electricity rate projections which may be presented to you are not produced, analyzed, or approved by the Company or the Commission. They are based on projections formulated by external third parties not affiliated with the Company or the Commission.

The undersigned warrants, certifies, and represents that the information provided in this form is true and correct to the best of my knowledge; and the installation meets all Missouri Net Metering requirements.

Print Name of Applicant

Print Installer's Name

Applicant's Signature

Installer's Signature

If Applicant is a Business, Print Title/Authority of
Person Signing on behalf of Applicant

Date

Date

**MUST BE MAILED TO EMPIRE VIA U.S. POSTAL SERVICE, FEDEX OR UPS, OR EMAIL THE NET
METERING DEPARTMENT**

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

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

STATE OF MISSOURI

OFFICE OF THE PUBLIC SERVICE COMMISSION

Pursuant to 386.290, RSMo., I have compared the preceding copy with the original on file in this office and I do hereby certify the same to be a true copy therefrom and the whole thereof.

WITNESS my hand and seal of the Public Service Commission, at Jefferson City, Missouri, this 6th day of May, 2026.



Nancy Dippell

Nancy Dippell
Secretary

MISSOURI PUBLIC SERVICE COMMISSION

May 6, 2026

Case No: EC-2026-0309

MO PSC Staff

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Liberty (Empire)

Legal Department
602 S. Joplin Avenue
P.O. Box 127
Joplin, MO 64801
diana.carter@libertyutilities.com

Enclosed find a certified copy of an Order or Notice issued in the above-referenced matter(s).¹

Sincerely,



**Nancy Dippell
Secretary**

¹

Recipients listed above with a valid e-mail address will receive electronic service. Recipients without a valid e-mail address will receive paper service.