LAW OFFICES

BRYDON, SWEARENGEN & ENGLAND

PROFESSIONAL CORPORATION

312 EAST CAPITOL AVENUE P.O. BOX 456

JEFFERSON CITY, MISSOURI 65 I 02-0456 TELEPHONE (573) 635-7 I 66 FACSIMILE (573) 635-0427 DEAN L. COOPER
MARK G. ANDERSON
GREGORY C. MITCHELL
BRIAN T. MCCARTNEY
DIANA C. FARR
JANET E. WHEELER

OF COUNSEL RICHARD T. CIOTTONE

August 12, 2003

Mr. Dale Hardy Roberts Secretary/Chief Regulatory Law Judge Missouri Public Service Commission P.O. Box 360 Jefferson City, MO 65102

Re: The Empire District Electric Company
-Revised Tariff Filing

Dear Mr. Roberts:

DAVID V.G. BRYDON

GARY W. DUFFY

PAUL A. BOUDREAU SONDRA B. MORGAN CHARLES E. SMARR

JAMES C. SWEARENGEN

WILLIAM R. ENGLAND, III

JOHNNY K, RICHARDSON

Enclosed for filing on behalf of The Empire District Electric Company, please find three (3) copies of the following revised tariff sheets:

P.S.C. Mo. No. 5, Section A, 18th Revised Sheet No. 1, Canceling, 17th Revised Sheet No. 1

P.S.C. Mo. No. 5, Section 4, 2nd Revised Sheet No. 12, Canceling 1st Revised Sheet No. 12

P.S.C. Mo. No. 5, Section 4, 2nd Revised Sheet No. 13, Canceling 1st Revised Sheet No. 13

P.S.C. Mo. No. 5, Section 4, 2nd Revised Sheet No. 14, Canceling 1st Revised Sheet No. 14

P.S.C. Mo. No. 5, Section 4, 3rd Revised Sheet No. 15, Canceling 2nd Revised Sheet No. 15

P.S.C. Mo. No. 5, Section 4, 4th Revised Sheet No. 16, Canceling 3rd Revised Sheet No. 16

The tariff sheets contain an issue date of August 12, 2003, and an effective date of September 11, 2003. The purpose of this filing is to comply with Section 386.887, RSMo Supp. 2002 (the Consumer Clean Energy Act) and Commission Rule 4 CSR 240-20.065, which requires that tariff sheets be in effect by August 28, 2003. Accordingly, also enclosed is an original and eight (8) copies of a Motion for Expedited Treatment asking that the tariff sheets become effective August 28, 2003.

Please see that this filing is brought to the attention of the appropriate Commission personnel. If there are any questions regarding the attached they may be directed to me at the above number.

Thank you in advance for your cooperation in this matter.

Sincerely

Dean L. Cooper

DLC/lar Enclosure

cc: Office of the Public Counsel

Dee Lynn Davey General Counsel

| STATE OF MISSOURI, PUBLIC SERVICE COMMISSION | | | P.S | .C. Mo. No | 5 | |
|--|---------------------|--------------|---------------------------------------|--------------------|-------------|--|
| THE EMPIRE DISTRICT ELECTRIC COMPANY | _ | _ | | _ | | |
| | Sec. | _ <u>A</u> _ | 18th Revised Cancelling P.S | | | |
| For ALL TERRITORY | | | Caricenning F.S | .C. MO. NO | | |
| No supplement to this tariff will be issued except | Sec. | _ <u>A</u> | 17th Revised | | | |
| for the purpose of cancelling this tariff. | | | Which was | s issued | 03-31-03 | |
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| DATE OF ISSUEAugust 12, 2003 | DATE | EFFECT | TVE Septen | <u>nber 11, 20</u> | 003 | |

| THE EMPIRE DISTRICT ELECTRIC COMPANY | |
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| | Sec. 4 2nd Revised Sheet No. 12 |
| | Cancelling P.S.C. Mo. No5 |
| For ALL TERRITORY | Sec. 4 1st Revised Sheet No. 12 |
| No supplement to this tariff will be issued except for the purpose of cancelling this tariff. | Which was issued11-25-96 |
| | |
| | ETERING RIDER |
| | RIDER NM |
| INTERCONNECTION APPLICA | TION /A OPERATINE FOR NET METEONO |
| | TION /AGREEMENT FOR NET METERING APACITY OF 100 KW OR LESS |
| For Customers A | oplying for Interconnection: |
| you should first contact Empire and ask for information Empire's system and you should understand this inform for interconnection to Empire's electrical system, plea | The Empire District Electric Company's (Empire) electrical system on related to interconnection of parallel generation equipment of the equipm |
| · | istrict Electric Company |
| | 602 Joplin |
| | Missouri, 64801 Application within ninety (90) days of receipt by Empire. If the |
| | son(s) for the denial. If this Application is approved and signed I |
| | o Have Received Approval of |
| | by tem Plans and Specifications: be necessary to construct the Customer-Generator System |
| The state of the s | in the Application, complete sections E and F of this Applicatio |
| The Empire (| istrict Electric Company |
| lantia | 602 Joplin Missouri, 64801 |
| Empire will complete the utility portion of section G a payment of any applicable fees, permit interconnection within fifteen (15) days of receipt by Empire if electric and Empire agree to a later date. Similarly, upon receip applicable fees, if electric service does not exist to t | nd, upon receipt of a completed Application/Agreement form an of the Customer-Generator System to Empire's electrical system service already exists to the premises, unless Customer-Generate to facompleted Application/Agreement form and payment of an premises, Empire will permit interconnection of the Custome than fifteen (15) days after service is established to the premise. |
| For Customers Who Are | Assuming Ownership or Operational |
| Control of an Existing | ong <u>Customer-Generator System:</u> comer-Generator System, complete sections A, D and F of the sections A, D and B of the section B, D and B of the section B, D and B of the section B |
| The Empire | District Electric Company |
| | 602 Joplin |
| | , Missouri, 64801 Shall approve such, within fifteen (15) days of receipt by Empire |
| the new Customer-Generator has satisfactorily comple the existing Customer-Generator System. There are r | red Application/Agreement, and no changes are being proposed to fees or charges for the Customer-Generator who is assumicer-Generator System if no modifications are being proposed to the |
| | |
| DATE OF ISSUE August 12, 2003 | DATE EFFECTIVE <u>September 11, 2003</u> |

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. Mo. No. _____5

| STATE OF MISSOURI, PUBLIC SERVICE COMMISSION | | | P.S | .C. Mo. No. | <u> </u> |
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| THE EMPIRE DISTRICT ELECTRIC COMPANY | | | | | |
| | Sec. | 4 | 2nd Revised | | |
| F ALL TERRITORY | | | Cancelling P.S | .C. Ma. No | . 5 |
| For ALL TERRITORY No supplement to this tariff will be issued except | Sec. | 4 | 1st Revised | Sheet No. | . 13 |
| for the purpose of cancelling this tariff. | | | | sissued | |
| | | | | | |
| _ | ering rider Er nm | | | | |
| A. Customer-Generator's Information | | | | | |
| Name: | | | | | |
| 84 92 m A 14 mm | | | | | |
| City: | _State: | | Zip Code: | | |
| Service/Street Address (if different from above): | State | | Zin Code: | | |
| City: Fax: | E-Mail: | | zip oouc. | | |
| Emergency Contact Phone: | | | | | |
| Empire Account No. (from Utility Bill): | | | | | _ |
| B. Customer-Generator's System Information | | | | | |
| Manufacturer Name Plate (if applicable) AC Powr Rating: | kW | Voltage |): | | Volts |
| System Type: Solar Wind Biomass Fuel Cell | Other (descr | ibe) | | | - |
| Service/Street Address: | | | | | |
| Inverter/Interconnection Equipment Manufacturer: Inverter/Interconnection Equipment Model No.: | | | | | |
| Are Required System Plans & Specifications attached? Yes | No | | | - | <u> </u> |
| Inverter/Interconnection Equipment Location (describe): | | | | | |
| Outdoor Manual/Utility Accessible & Lockable Disconnect Switch | ch Location (c | lescribe | | | |
| Outdoor Mandan Others Accessible & Lockable Disconlight Owner | on Location (c | iescripe | n: | | |
| Existing Electrical Service Capacity: Amperes Service Character: Single Phase Three Phase | Voltage: | | volts | | |
| C. Installation Information / Hardware and Installation Complia Person or Company Installing: | | | | | _ |
| Mailing Address: | | | | | _ |
| City: | State: | | Zip Code | :: | |
| Person or Agency Who Will Inspect/Certify Installation: | | · —— | | | _ |
| The Customer-Generator's proposed System hardware complied Electric Code (NEC), Institute of Electrical and Electronics Englies electrical equipment and their installation. As applicable to Sy 1741 and IEEE 929-2000. The proposed installation complies requirements of Empire. The proposed System has a lockal personnel. The System is only required to include one local interconnection equipment is equipped with a visible, lockable, this requirement. | gineers (IEEE) ystem type, t with all app ble, visible d ckable, visibl | and Unese re licable lisconno e disco | Inderwriters Labo equirements inclu- local electrical co ect device, acce onnect device, a | ratories (UL de, but are des and all ssible at al ccessible to |) requirements for not limited to, UL reasonable safety I times to Empire o Empire. If the |
| The Customer-Generator's proposed System has functioning undervoltage, overfrequency, underfrequency, and overcurrent system. The proposed System does have an anti-islanding fun when Empire's electrical system is not energized or opera uninterruptible power to critical loads, either through energy parallel blocking scheme for this backup source that prevent electrical system is not energized or not operating normally. | t, and to pro- ection that pro- ting normally storage or b | vide for events /. If ack -u | System synchro the generator fro the proposed Sy p generation, the | onization to m continuin estem is de e proposed | Empire's electrical good to supply power signed to provide System includes a |
| Signed (Installer): Name (Print): | Date: | | | | |
| DATE OF ISSUE August 12, 2003 ISSUED BY David W. Gibson, Vice President, Joplin, MO | DATE E | FFECTI | VE <u>Septem</u> | <u> </u> | 03 |

| P.S.C. Mo. No <u>5</u> |
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| . 4 2nd Revised Sheet No. 14 Cancelling P.S.C. Mo. No. 5 |
| Cancelling P.S.C. Mo. No5 |
| . 4 1st Revised Sheet No. 14 |
| Which was issued11-25-96 |
| ER |
| 1 |
| ons, the Customer-Generator understands and agrees adgment, that operation of the Customer-Generator 's Empire's electrical system, Empire may immediately ire's electrical system. The Customer-Generator shall espect, test, and examine the Customer-Generator's |
| ability insurance that provides for coverage of all risk erty arising out of or caused by the operation of the isting policy or an endorsement on an existing policy. and expense, install, operate, maintain, repair, and ystem. The Customer-Generator further agrees to pay onnection Costs are the reasonable costs incurred by a operation of the Customer-Generator's System on any necessary controls. These Interconnection Costs to permit interconnected operation of the Customer-ose costs, or corresponding costs, which would not be enerator solely as a consumer of electric energy from that the time the Customer-Generator's System is first provide the Customer-Generator with a non-binding specifications provided by the Customer-Generator to |
| ng of electric energy provided by Empire to Customer- e electric energy delivered to the Customer-Generator . The value of the electric energy in accordance with rate schedule CP, Cogeneration |
| ner-Generator and Empire, and shall continue in effect or rate schedule term, the Customer-Generator may rty (30) days prior written notice. In such event, the of Agreement, completely disconnect the Customer-ther party may terminate this Agreement by giving the r party is in default of any of the terms and conditions nation, and there is an opportunity to cure the default. reement of the Customer-Generator and Empire. This in there is a change in statute that is determined to be |
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| STATE OF MISSOURI, PUBLIC SERVICE COMMISSION | | P.S.C. Mo. No. | 5 | | |
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| THE EMPIRE DISTRICT ELECTRIC COMPANY | | | | | |
| | Sec. <u>4</u> | 3rd Revised Sheet No. | <u> 15</u> | | |
| For ALL TERRITORY | | Cancelling P.S.C. Mo. No. | 5 | | |
| No supplement to this tariff will be issued except | Sec. <u>4</u> | 2nd Revised Sheet No. | 15 | | |
| for the purpose of cancelling this tariff. | | Which was issued | 9-26-01 | | |
| NET METERING RIDER NI | | | | | |
| G) Transfer of Ownership | | | - - | | |
| 6) Transfer of Ownership If operational control of the Customer-Generator's System transfer Application/Agreement must be completed by the person or Customer-Generator System. Empire shall be notified no les anticipates transfer of operational control of the Customer-Generator's System must file a number of Empire before the existing Customer-Generator System can The new Application/Agreement will only need to be completed persons having operational control of the existing Consumer-Generator Application/Agreement and agrees to them. In no changes are besections A, D and F of this Application/Agreement will satisfy the Customer-Generator System, Empire will assess no charges Application/Agreement and shall approve such, within fifteen (1 completed the Application/Agreement, and no changes are being Empire will then complete section G and forward a copy of Customer-Generator, thereby notifying the new Customer-Generator operate the existing Customer-Generator System in parallel with the made in the existing Customer-Generator System that in an output characteristics, then the Customer-Generator shall submacustomer-Generator System and all portions of the Application/Agreemer-Generator System and all portions of the Applic | persons takin s than thirty erator's Syste ew Application n remain interestor the extent erator System and to the extent or fees for the complete erator that the Empire's electly way may esit to Empire a | g over operational control (30) days before the Custern. The person or persons in/Agreement, and must receive reconnected with Empire's elemented with Empire's elemented with Empire's elemented with Empire's elemented with Empire of the Customer-Generator's Systemat. If no changes are being pathis transfer. Empire will receive mew Customer-Generator has the existing Customer-Generator in the existing Customer-Generator in the Empire will receive a new Customer-Generator in the Empire will be the mew Customer-Generator in the Empire will be the memory of the Empire will be the Empire will b | of the existing comer-Generator taking over the ve authorization ectrical system. In the person or rovisions of this tem, completing proposed to the eview the new as satisfactorily merator System. Inck to the new is authorized to sare planned to rothat System's | | |
| If any agreements between the Customer-Generator and Empire between them, the disagreements may be brought to the Misso informal or formal complaint. Procedures for filing and processing complaint procedures described in 4 CSR 240-2.070 apply only t regulated by the Missouri Public Service Commission. | uri Public Serv these compla | vice Commission by either pa aints are described in 4 CSR | arty, through an 240-2.070. The | | |
| 8) Testing Requirement 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 8 of this Application/Agreement. | | | | | |
| | | - | _ | | |
| Signed (Customer-Generator): | | _ Date: | _ | | |
| | | | | | |

| STATE OF MISSOURI, PUBLIC SERVICE COMMISSION | | P.S. | C. Mo. No. | 5 |
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| THE EMPIRE DISTRICT ELECTRIC COMPANY | | | | |
| | Sec. | 4 4th Revised | Sheet No. | 16 |
| | | Cancelling P.S. | C. Mo. No. | 5 |
| orALL TERRITORY | _ | | OL . N | 4.0 |
| lo supplement to this tariff will be issued except | Sec. | 4 3rd Revised | Sheet No. | 16 |
| or the purpose of cancelling this tariff. | | Which was | issueo | 9-26-01 |
| NET METER | RING RIDEF | R | | |
| RIDEI | ₹ NM | | | |
| | | | | |
| | | | | |
| | | | | |
| E. Electrical Inspection | | | | |
| The Customer-Generator System referenced above satisfies a | ll requirem | ents noted in Section C. | | |
| Inspector Name (Print): | | | | . |
| | · | or I am a Licensed Elec | ctrician in M | lissouri |
| License No | | | | |
| Signed (Inspector): | | Date: | | |
| | | | | |
| F. Customer-Generator Acknowledgement | | | | |
| I am aware if the Customer-Generator System installed on my | | | | |
| an operational manual for that system. Also, I have been pro | | | | |
| schedule (as applicable) and interconnection requirements. | l am fami | liar with the operation | of the Cust | omer-Generato |
| System. | | | | |
| | | | -:- + 0 | |
| I agree to abide by the terms of this Application/Agreement | | | | |
| System in accordance with the manufacturer's recommende | | | | |
| at any time and for any reason, I believe that the Customer- | | | | |
| result in any disturbances on Empire's electrical system, | | | | |
| reconnect it to Empire's electrical system until the Custo | | | _ | |
| inspection. Further, I agree to notify Empire no less than thirt | | | | |
| of the Customer-Generator System that in any way may deg | | | | |
| I acknowledge that any such modifications will require submi | ssion of a | new Application/Agreem | ent to Empir | re. |
| I agree not to operate the Customer-Generator Syste | m in nar | allel with Empire's el | ectrical sys | tem until this |
| Application/Agreement has been approved by Empire. | pa | unoi with Empiro o of | 00111001 0,0 | com anti triit |
| | | | | |
| Signed (Customer-Generator): | | Date: _ | | |
| C. Heller, & milestica Assurant to make differ the Francisco Di- | | :- O | | |
| G. Utility Application Approval (completed by The Empire Dis Empire does not, by approval of this Application/Agreement | | | ilitus for don | + |
| or physical injury due to malfunction of the Customer-Genera | | | | |
| or physical injury due to manufaction of the customer-denera | itoi s syste | sill of the Customer-den | erator s negi | ilgence. |
| This Application is approved by Empire on this da | v of | (month). | (vear) | |
| Empire Representative Name (Print): | | | (,,, | |
| | | | | |
| Signed Empire Representative: | | | | |
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| DATE OF ISSUE August 12, 2003 | DATE | FFECTIVE Septem | ber 11, 200 | |
| ISSUED BY David W. Gibson, Vice President, Joplin, MO | | | | |