

1994 Mo. PSC LEXIS 16

Public Service Commission of the State of Missouri

August 2, 1994

Case No. ER-94-174; Case No. EO-91-74

MO Public Service Commission Decisions

Reporter

1994 Mo. PSC LEXIS 16 *

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.; ; In the matter of the investigation of the cost of service and rate design

Core Terms

customer, meter, monthly, season, cost, energy, electric service, interrupt, voltage, winter, install, underground, franchise, electric, occupation, rider, proportionate, gross receipts, municipality, secondary, substation, estimate, overhead, calculate, indirect, residential, peak, sheet, has, kilowatt

Counsel

APPEARANCES:

James C. Swearingen and Gary W. Duffy, Brydon, Swearingen & England, 312 East Capitol, P.O. Box 456, Jefferson City, MO 65102 for Empire District Electric Company.

Jeff Keevil, Colleen Dale & David Woodsmall, Public Service Commission, P.O. Box 360, Jefferson City, MO 65102 for the Staff of the Missouri Public Service Commission.

Louis Mills, Office of the Public Counsel, P.O. Box 7800, Jefferson City, MO 65102 for the Office of the Public Counsel and the public.

Stuart W. Conrad, Finnegan, Conrad & Peterson, 1209 Penntower Office Center, 3100 Broadway, Kansas City, MO 64111 for Industrial Intervenors.

Panel: Mueller, Chm., McClure, Perkins, Kincheloe, Crumpton, CC.

Opinion

REPORT AND ORDER

On December 1, 1993, the Empire District Electric Company (Empire or Company) filed with the Missouri Public Service Commission revised electric rate schedules designed to increase gross annual electric revenue by approximately seven million nine hundred sixty-eight thousand eight hundred seventy-nine dollars (\$ 7,968,879), exclusive of applicable franchise, occupational and gross receipts taxes. On December 17, 1993, the Commission issued a Suspension Order and Notice of Proceedings [*2] in which it established a procedural schedule and set other deadlines. On January 11, 1994, ICI Explosives, USA (ICI) and Praxair, Inc. (Praxair) (collectively referred to as the Industrial Intervenors) filed an Application to Intervene and that intervention was granted by Commission order dated January 19, 1994.

In addition, the Commission issued an order on April 29, 1994, in which the Commission combined with this case the previously filed rate design case, In the matter of the investigation of the cost of service and rate design of the Empire District Electric Company, Case No. EO-91-74.

The hearing for this case was scheduled to commence on July 18, 1994, continuing until July 22, 1994 if necessary. On July 18, 1994, the Commission commenced hearings in this matter which were devoted to a procedural issue and which lasted until mid-afternoon on the first day of the hearings. Subsequent to the conclusion of hearings for that day but prior to the close of Commission business on that date, the parties herein filed a Stipulation and Agreement. On July 19, 1994, a hearing was held in which the Stipulation and Agreement and the prefiled testimony were placed on the record. Each [*3] of the parties waived cross examination and reading of the transcript by the Commission.

Findings of Fact

The Missouri Public Service Commission, having considered all of the competent and substantial evidence upon the whole record, makes the following findings of fact:

On December 1, 1993, the Empire District Electric Company filed tariff sheets reflecting increased rates for electric service provided to customers in its Missouri service area. The proposed tariff sheets were designed to produce an increase in revenue of seven million nine hundred sixty-eight thousand eight hundred and seventy-nine dollars (\$ 7,968,879).

On July 19, 1994, the Commission Staff and the Company filed a Stipulation (the Stipulation is Attachment A to this Report and Order and is incorporated by reference herein) which proposed to settle every issue in this case. OPC and the Industrial Intervenors also stated on the record that they would explicitly waive their right to request a hearing and that they would waive the five (5) day notice in which they might request a hearing. As a result of the waivers by OPC and the Industrial Intervenors, the Commission finds that the Stipulation and Agreement [*4] is a unanimous Stipulation and Agreement pursuant to 4 CSR 240-2.115. The Stipulation and Agreement proposed to settle all issues as to both of these cases as well as a separate case which is, In the matter of the Application of the Empire District Electric Company for the issuance of an accounting order relating to its electrical operations, Case No. EO-94-187 (hereinafter the accounting authority order case or AAO Case). The AAO Case was not consolidated with this case. However, resolution of this case and the terms of the Stipulation and Agreement would resolve all of the issues raised in the AAO and the Stipulation and Agreement provides for dismissal of the AAO case if the Stipulation and Agreement is accepted by the Commission.

As a result of the Stipulation and Agreement, Empire would be authorized to file revised rate schedules, including special contract rate schedules, designed to produce an increase in overall Missouri jurisdictional gross annual electric revenues in the amount of seven million three hundred and fifty thousand dollars (\$ 7,350,000), exclusive of any applicable franchise, occupational, gross receipts taxes or other or other similar fees or taxes. These [*5] proposed revised rate schedules would be effective for service rendered on and after August 15, 1994. The rate schedules to which the parties agreed are attached as Appendix A to the Stipulation and Agreement. Empire would also be allowed to withdraw, and pursuant to this order shall be deemed to have withdrawn, PSC MO No. 5, Section 2, 1st Revised Sheet Nos. 9 and 9a, and Section 2, Original Sheet No. 10, which were filed as proposed sheets on December 1, 1993. The parties assert that this action is necessary to allow the current schedule or contract provision for the special contract customers to remain in effect and unchanged until January 1, 1995, when the respective special contract rate schedules set out in Appendix A shall take effect and replace the current provisions.

The Stipulation and Agreement also requires that Empire shall not file with the Commission revised rate schedules or special contract rate schedules designed to implement a general or limited rate increase request for its Missouri electric operations

prior to January 1, 1995. Tariff filings which are revenue neutral are not covered by this provision. The Stipulation and Agreement provides limited exceptions [*6] to this finding.

The Stipulation and Agreement provides that the rates resulting from the Stipulation and Agreement reflect the adoption by Empire of Financial Accounting Standards Board Statements (FAS) 87 and 106, and that Empire is hereby authorized to adopt FAS 87 and FAS 106 for ratemaking purposes. Therefore, Empire would book, for financial purposes, pensions and other Post-Retirement Employee Benefits (PPEBs) expense levels according to FAS 87 and 106, respectively. Calculations of these expense levels will reflect the elimination of the "corridor approach" and the institution of the amortization of all unrecognized and current gains and losses over a ten (10) year period to the extent permitted by FAS 87 and 106.

Empire proposes to fund its obligations for PPEBs in accord with the provisions of Sections 386.315 as contained in the Truly Agreed To and Finally Passed version of the House Committee Substitute for House Bill No. 1405 of the 87th General Assembly ("HB 1405") and signed by the Governor on July 12, 1994. When HB 1405 becomes effective, Empire would, pursuant to the Stipulation and Agreement, forego the opportunity presented by Subsection 3 of Section 386.315 [*7] to file a set of tariffs to modify its electric rates to reflect the revenue requirement associated with its expenses for PPEBs and associated matters. The Stipulation and Agreement contains other ancillary provisions for the adoption of the FAS 87 and 106 accounting standards by Empire. The parties have reserved the right to propose ratemaking adjustments relating to the actuarial assumptions or external funding mechanisms used or proposed to be used by Empire with respect to FAS 87 and FAS 106 in any future general rate increase case involving Empire's electric rates. Such a right is expressly conditioned upon the agreement of the parties that no such adjustment will be retrospective in nature.

Pursuant to the Stipulation and Agreement, Empire shall utilize the depreciation rates developed by the Staff and set out in Appendix B to the Stipulation and Agreement effective on and after August 15, 1994. However, in agreeing to these rates no party shall be deemed to have agreed to any method underlying or allegedly underlying these particular rates. Empire shall also file revised tariff sheets which modify the existing municipal general service schedule (Rider M) of Empire. Empire [*8] shall also file revised tariff sheets to eliminate the existing rate limiter for churches and schools.

In addition to the above referenced provisions, Empire has agreed to submit a cost of service study on or before the time it files its direct testimony in its next general electric rate increase proceeding before the Commission. Empire shall also commence a study involving customers on primary rates who do not own their own transformers in order to, inter alia, determine Empire's investment in facilities that are provided to customers at their request above and beyond (in excess of) the level of facilities that Empire would normally install as standard.

The Commission finds that the parties have agreed to present firm revenues by cost of service classes and have also agreed to certain shifts or changes in class revenue requirements as is set out in the Stipulation and Agreement.

The parties attached Appendix A to the Stipulation and Agreement which contained changes to Empire's tariffs including, but not limited to, provisions for the addition of a bad check or insufficient funds check charge, an increase in the dollar amount charged for cancelled disconnect service, an increase [*9] in the reconnection service charges and numerous other modifications to the current tariff.

The Commission finds that, except to the extent specified, neither the Commission nor any party herein shall be deemed to have approved or acquiesced in any ratemaking principle or any method of cost determination or cost allocation underlying or allegedly underlying the Stipulation and Agreement and the rates provided for herein.

In conclusion the Commission finds that the Stipulation and Agreement reaches a reasonable resolution of the issues raised in this case. The Commission adopts the Stipulation and Agreement and finds that it is in the public interest.

Conclusions of Law

The Missouri Public Service Commission has arrived at the following conclusions of law:

Applicant is a public utility subject to jurisdiction of the Commission pursuant to the provisions of Chapters 386 and 393 of the Revised Statutes of Missouri 1986, as amended.

The Commission concludes that it has legal authority to accept a unanimous Stipulation and Agreement as offered by the parties herein as a resolution of the issues contained in the agreement pursuant to Section 536.060, RSMo 1986. The Commission further [*10] concludes the Findings and Fact herein are competent and substantial for the conclusion that the Stipulation and Agreement is reasonable and in the public interest.

IT IS THEREFORE ORDERED:

1. That the Stipulation and Agreement is hereby adopted by the Commission for resolution of the issues addressed in this case and for implementation hereafter.
2. That the proposed tariffs filed by Empire District Electric Company on December 1, 1993 to increase general revenues are hereby rejected and Company is authorized to file in lieu thereof tariffs consistent with the unanimous Stipulation and Agreement and such tariffs shall become effective for service on and after August 15, 1994. A specific exception to this effective date is ordered for P.S.C. Mo. No. 5, sheets number 9, 9a, 9b, 10 and 10a which shall be effective for service on and after January 1, 1995.
3. That the Commission hereby adopts the depreciation rates as agreed to by the parties herein as Appendix B to the Stipulation and Agreement.
4. That this order shall become effective on August 15, 1994.

Mueller, Chm., McClure, Perkins, Kincheloe and Crumpton, CC., Concur.

ATTACHMENT A

In the matter of The Empire District [*11] Electric Company for authority to file tariffs increasing rates for electric service provided to customers in the Missouri service area of the company.

In the matter of the investigation of the cost of service and rate design of The Empire District Electric Company.

UNANIMOUS STIPULATION AND AGREEMENT

On December 1, 1993, The Empire District Electric Company ("Empire") filed with the Missouri Public Service Commission (Commission) revised electric rate schedules designed to increase gross annual electric revenue by approximately \$ 7,968,879, exclusive of applicable franchise, occupational and gross receipts taxes. In accordance with 4 CSR 240-20.030(6), Empire also submitted a depreciation study and data base.

On December 17, 1993, the Commission issued a Suspension Order And Notice Of Proceedings. The Commission also established a procedural schedule directing, inter alia, that applications to intervene should be filed on or before January 17, 1994; Empire should file on or before January 21, 1994 its prepared direct testimony and schedules including its recommendation concerning the proper test year, as adjusted, and any request for true-up audit and hearing; the Staff, [*12] the Office of the Public Counsel (Public Counsel), and all intervenors on or before February 18, 1994 should either concur in Empire's test year recommendation or suggest alternatives; and the Staff, Public Counsel, and all intervenors on or before May 20, 1994 should file their prepared direct testimony and schedules with the Commission.

On January 11, 1994, ICI Explosives, USA (ICI) and Praxair, Inc. (Praxair) (collectively "ICI Industrials") filed an application to intervene. That application was granted by order dated January 19, 1994.

Empire filed the prepared direct testimony and schedules of four witnesses and its minimum filing requirements on January 21, 1994. On May 20, 1994, Staff filed prepared direct testimony and schedules of nineteen witnesses; Public Counsel filed direct testimony and schedules of five witnesses.

The Commission issued an order establishing test year on March 10, 1994.

On April 29, 1994, the Commission issued an order consolidating the rate case with a previously created rate design and cost of service docket, identified as Case No. EO-91-74.

A local public hearing was held in Joplin, Missouri on May 23, 1994, pursuant to the Order dated March [*13] 4, 1994, at which three persons testified.

Empire filed supplemental direct testimony and schedules on May 20, 1994, relating to class cost of service and rate design matters, reflecting the consolidation of Case No. EO-91-74.

The Prehearing Conference commenced as ordered on June 6, 1994 and all parties were represented. As a result of the Prehearing Conference, the parties have reached the following stipulations and agreements.

1. All parties agree that Empire shall be authorized to file revised rate schedules, including special contract rate schedules, designed to produce an increase in overall Missouri jurisdictional gross annual electric revenues in the amount of \$ 7,350,000 (seven million, three hundred fifty thousand dollars), exclusive of any applicable franchise, occupational, gross receipts taxes or other similar fees or taxes. Said revised rate schedules, except as otherwise noted herein or on the special contract rate schedules SC-P and SC-ICI, shall be effective for service rendered on and after August 15, 1994.

2. All parties agree that the form of the rate schedules and special contract rate schedules necessary to implement both the revenue increase provided [*14] for above as well as the rate design and other tariff matters agreed to in this proceeding are attached as Appendix A hereto¹ and that if this Stipulation and Agreement is approved by the Commission, rate schedules and special contract rate schedules identical to those set out in Appendix A, except for necessary modifications to reflect the \$ 7,350,000 increase, shall be filed in compliance with the Commission's order approving this Stipulation and Agreement to become effective for service rendered on and after August 15, 1994, except for the special contract rate schedules SC-P and SC-ICI, which will bear an effective date of January 1, 1995.

3. All parties agree that Empire shall be allowed to withdraw, and through the order approving this Stipulation and Agreement shall be deemed to have withdrawn, PSC Mo. No. 5, Section 2, 1st Revised Sheet Nos. 9 and 9a, and Section 2, Original Sheet No. 10, which were filed as proposed sheets [*15] on December 1, 1993. Empire believes withdrawal of these two proposed special contract rate schedules is necessary to allow the current schedule or contract provision for these customers to remain in effect unchanged until January 1, 1995, when the respective special contract rate schedules set out in Appendix A (SC-P and ICI) shall take effect and replace the current provisions, as set forth in paragraph 2 above. Continuation of the existing schedule or special contract provision until January 1, 1995, is necessary to allow sufficient time for changes associated with metering for those customers to take place, which is necessary prior to use of the new schedules.

4. Empire agrees that prior to January 1, 1995, it shall not file with the Commission revised rate schedules or special contract rate schedules designed to implement a general or limited rate increase request for its Missouri electric operations. Tariff filings which are revenue neutral are not covered by this provision. Notwithstanding the first sentence of this paragraph, Empire may file revised rate schedules if an unusual event or events which would have a significant impact on the Missouri electric business of [*16] Empire occurs, such as (a) an act of God (b) a significant change in federal or state laws or (c) a significant change in Missouri regulatory law or policies.

5. All parties agree that rates resulting from this Stipulation and Agreement reflect the adoption by Empire of Financial Accounting Standards Board Statements ("FAS") 87 and 106, and that Empire is hereby authorized to adopt FAS 87 and FAS 106 for ratemaking purposes.

6. Empire agrees to book, for financial purposes, pensions and OPEBs expense levels according to FAS 87 and 106, respectively. Such calculations will reflect the elimination of the "corridor approach", and the institution of the amortization of all unrecognized and current gains and losses over a ten year period to the extent permitted by FAS 87 and 106. In addition, such calculations will include the market-related value of plan assets calculation of gains and losses as described in FAS 87 and 106.

¹Appendix A contains rate schedules reflecting an assumed increase of only \$ 5,000,000. The procedures agreed upon to effectuate the additional \$ 2,350,000 increase in revenue requirement are contained in paragraph 10 and Appendix A.

7. The parties agree that if this Stipulation and Agreement is adopted by the Commission and the form of revised rate schedules set out in Appendix A become effective for service rendered on and after August 15, 1994 (with the exception of Schedules SC-P and [*17] SC-ICI, for which the effective date is January 1, 1995), that:

A. Empire shall fund its obligations for OPEBs in accord with the provision of section 386.315, as contained in the Truly Agreed To and Finally Passed version of House Committee Substitute for House Bill No. 1405 of the 87th General Assembly ("H.B. 1405"), and signed by the Governor on July 12, 1994; and

B. When H.B. 1405 becomes effective, Empire shall forego the opportunity presented by subsection 3 of section 386.315 to file a set of tariffs to modify its electric rates to reflect the revenue requirement associated with its expenses for OPEBs, and associated matters; and

C. For purposes of this case, the expense calculations for pensions and OPEBs by Empire's actuaries and accountants shall be deemed to be based on sound actuarial assumptions for ratemaking purposes. Notwithstanding this presumption, the Staff and other parties shall have the right to review such actuarial assumptions in any future electric rate proceeding.

8. Notwithstanding the provisions of paragraph 6 above, in any future general rate increase case involving Empire electric rates, the parties reserve the right to propose ratemaking adjustments [*18] relating to the actuarial assumptions or external funding mechanism used or proposed to be used by Empire with respect to FAS 87 and FAS 106. The right to propose such adjustments, however, is expressly conditioned upon the agreement of the parties that no such adjustment will be retrospective in nature. Further, if any such proposal or adjustment is attributable to, serves as a basis for, or results in

A. changes in the funding mechanism itself; or

B. a different external funding mechanism being ordered by the Commission; or

C. future Empire electric rates being established on the assumption of the existence of such changes in mechanism; or

D. any other change to the funding mechanism which has an impact upon Empire electric rates; then Empire will implement those changes on a prospective basis, and shall be given reasonable time and opportunity to do so prudently, to avoid incurring financial harm with respect to implementation.

9. The parties agree that if this Stipulation and Agreement is adopted by the Commission:

A. The Order issued by the Commission should direct Empire to utilize the depreciation rates developed by the Staff and set out in Appendix B, effective [*19] August 15, 1994. In agreeing to these rates, neither Empire nor any other party shall be deemed to have agreed to any method underlying or allegedly underlying these particular rates.

B. Empire agrees to file a revised tariff sheet numbered Section 4, 5th Revised Sheet No. 3, in the general ² form attached hereto as a part of Appendix A, effective August 15, 1994. This sheet modifies the existing Municipal General Service schedule (Rider M) of Empire. It provides that two years from the effective date of those sheets, the existing discount of 30% applied to electric service provided to communities granting Empire a franchise will be reduced to 15%. One year after that (i.e., three years from the effective date), the discount will be eliminated entirely. Additionally, two years from the effective date of the tariffs, a rate limiter presently in the sheet will be eliminated entirely. The two-year period before implementation coincides with the term in the contracts Empire currently has with the approximately 100 communities affected by this provision, and thus is designed to allow those communities adequate time to adjust their municipal budgets.

[*20]

C. Empire agrees that it will file a notice withdrawing the Application for an Accounting Authority Order it filed regarding the generator outage at the Iatan plant, which has been docketed at the Commission as Case No. EO-94-187 and not seek an accounting authority order relating to the facts pleaded therein.

² The form will be the same except for any changes necessary to effectuate the agreed upon rate increase.

D. Empire agrees to submit a cost of service study on or before the time it files its direct testimony in its next general electric rate increase proceeding before the Commission.

E. Empire agrees to file revised tariff sheets numbered Section 4, 6th Revised Sheet No. 4, 1st Revised Sheet No. 4a, Original Sheet No. 4b and Original Sheet No. 4c in the general ³ form attached hereto as a part of Appendix A, effective August 15, 1994. These sheets will modify the existing credit mechanism provided by Empire by increasing the amount of credits paid to customers for interruption. It also provides for changes in the terms and conditions of the existing schedule.

F. Empire shall commence a study involving customers on primary rates who do not own their own transformers. One aspect would focus on "Separations" with the purpose being to determine [*21] Empire's investment in facilities that are provided to customers at their request above and beyond (i.e., in "excess" of) the level of facilities that Empire would normally install as standard. The other aspect would focus on "Uniform Rates" with the purpose being to explore the feasibility of uniform rates for standard facilities and uniform methods of determining charges for excess facilities. Staff and Empire have discussed the detailed data requirements of such a study. Empire agrees to make the data available to Staff and other parties on or before January 1, 1995, which would allow for an informal technical conference on the "Separations" portion on or before February 1, 1995, and an informal technical conference on the "Uniform Rates" portion on or before April 1, 1995.

G. Empire agrees to file a revised tariff sheet numbered Section 4, 5th Revised Sheet No. 2, in the general ⁴ form attached hereto as a part of Appendix A, effective August 15 1994. This sheet will eliminate the existing rate limiter for churches and schools. Empire further agrees to immediately commence collecting summer billing information on those public schools which are currently on deferred [*22] billing.

10. Present and Required Firm Revenues:

A. All parties agree that the present firm revenues (total revenue plus interruptible credits) by cost of service classes are shown in the following table:

Residential Service	\$ 59,173,047
Small General Service	19,563,350
Large General Service	30,600,893
Large Power Service	16,693,579
Special Contracts	3,446,611
Lighting/Power Furnace	2,182,002
Total Missouri Retail	\$ 131,659,482

B. All parties agree that the following table presents the agreed-to shifts in class revenue requirements assuming a \$ 5,000,000 increase in Required Firm Rate Revenues:

	Shifts	Firm Revenues
Residential Service	\$ 4,512,000	\$ 63,685,047
Small General Service	300,000	19,863,350
Large General Service and Large Power Service	155,000	47,449,473
Special Contracts	(50,000)	3,396,611
Lighting/Power Furnace	83,000	2,265,002
Total Missouri Retail	5,000,000	\$ 136,659,482

³ Same as footnote 3.

⁴ Same as footnote 3.

C. All parties agree that the following table presents class revenue requirements assuming a \$ 7,421,073 increase in required firm rate revenues (total revenue plus interruptible credits):

Residential Service	\$ 64,813,298
Small General Service	20,215,251
Large General Service and Large Power Service	48,313,952
Special Contracts	3,432,927
Lighting/Power Furnace	2,305,127
Total Missouri Retail	\$ 139,080,555

[*23]

11. All parties agree to changes to the Empire tariffs as contained in Appendix A hereto, and which are generally described below.

A. The addition of a bad check or insufficient funds check charge in the amount of \$ 8.00.

B. An increase from \$ 8.00 to \$ 13.00 for the charge where an employee is sent to disconnect service but receives payment prior to discontinuing service.

C. An increase from \$ 18.00 to \$ 25.00 in the reconnection of service charge when that is performed during normal business hours, and an increase from \$ 33.00 to \$ 50.00 during "after-hours" periods.

D. Modification in the line extension policies to assist in the elimination of perceived ambiguities by defining terms such as "feasibility", "excess cost", "excessive", etc.

E. To provide a definitive line extension policy for commercial and industrial customers.

F. To modify the line extension policies requiring that the Company "shall" instead of "may" provide the extensions as tariffed.

G. To modify the line extension policies to allow customers the opportunity to provide certain construction themselves to assist in reducing or eliminating a required customer contribution.

H. To delete the [*24] term "fuel adjustment clause" from the list of definitions.

12. The direct testimony, rebuttal testimony, surrebuttal testimony including schedules, exhibits and minimum filing requirements prefiled by the parties which have not previously been ordered stricken by the Commission prior to the execution of this Stipulation and Agreement shall be received into evidence⁵ without the necessity of the respective witnesses taking the stand.

13. Except to the extent specified herein, none of the signatories hereof shall be deemed to have approved or acquiesced in any ratemaking principle or any method of cost determination or cost allocation underlying or allegedly underlying the Stipulation and Agreement and the rates provided for herein.

14. This Stipulation and Agreement has resulted from extensive negotiations among the Signatories and the terms hereof are interdependent. In the event the Commission does not approve and adopt this Stipulation and Agreement in total, or in the event revised electric [*25] rate schedules, special contract rate schedules, and tariffed rate provisions agreed to herein do not become effective in accordance with the provisions contained herein, this Stipulation and Agreement shall be void and no signatory shall be bound by any of the Agreements or provisions.

⁵ In the event that this Stipulation and Agreement is not approved by the Commission, the Commission will have to rule on certain pending motions to strike prepared testimony.

15. In the event the Commission accepts the specific terms of this Stipulation and Agreement, the signatories waive their respective rights to cross-examine witnesses and to present oral argument and written briefs pursuant to Section 536.080.1 RSMo 1986; their respective rights to the reading of the transcript by the Commission pursuant to Section 536.080.2 RSMo 1986; and their respective rights to judicial review pursuant to [Section 386.510 RSMo 1986](#).

16. This Stipulation and Agreement represents a negotiated dollar settlement for the sole purpose of disposing of these cases, and none of the signatories to this Stipulation and Agreement shall be prejudiced or bound in any manner by the terms of the Stipulation and Agreement in any other proceeding, except as otherwise specified herein.

17. At the Commission's request, the Staff shall have the right to submit to the Commission, in confidential [*26] memorandum or oral briefing form, an explanation of its rationale for entering into this Stipulation, and to provide to the Commission whatever further explanation the Commission requests. The Staff's confidential memorandum or briefing shall not become part of the record of this proceeding and shall not bind or prejudice the Staff in any future proceeding. In the event the Commission does not approve this Stipulation, the Staff's confidential memorandum or briefing shall not bind or prejudice the Staff in this proceeding. Any rationale advanced by the Staff in such a confidential memorandum or briefing are its own and are not acquiesced in or otherwise adopted by the other signatories.

Respectfully submitted,

THE EMPIRE DISTRICT ELECTRIC COMPANY

James C. Swarengen

Gary W. Duffy

Paul A. Boudreau

Attorneys at Law

Brydon, Swarengen & England, P. C.

P.O. Box 456

Jefferson City, MO 65102

314 635-7155

OFFICE OF THE PUBLIC COUNSEL

Lewis R. Mills, Jr.

John Coffman

Assistant Public Counsel

Office of the Public Counsel

P.O. Box 7800

Jefferson City, MO 65102

314-751-4857

ICI INDUSTRIALS

Stuart W. Conrad

Attorney at Law

Finnegan, Conrad & Peterson

1209 Penntower Office [*27] Center

3100 Broadway

Kansas City, MO 64111

816 753-1122

STAFF OF THE MISSOURI PUBLIC SERVICE COMMISSION

Jeffrey A. Keevil

Deputy General Counsel

Colleen M. Dale

William K. Haas

David L. Woodsmall

Missouri Public Service Commission

P.O. Box 360

Jefferson City, MO 65102

314-751-7485

APPENDIX A

RATE SCHEDULES AND SPECIAL CONTRACT RATE SCHEDULES

EXAMPLE RATES, REVENUE CALCULATIONS, & RULES FOR ADJUSTING RATES TO FINAL REVENUE TARGETS

The current rate levels for ELECTRIC FURNACE (Schedule PF), MUNICIPAL STREET LIGHTING (Schedule SPL), PRIVATE LIGHTING (Schedule PL), and SPECIAL LIGHTING (Schedule LS) will be increased by multiplying the current level of each rate component by the following factor:

$$\$ 2,182,002 + \$ 83,000 + (1.6573\% \text{ of any increment to the firm revenue requirement above } \$ 5,000,000) / \$ 2,182,002$$

The following rates have been designed assuming an increase of \$ 5,000,000 in the firm revenue requirement. The rates, revenue calculations, and rules for adjusting the rates for increases in the firm revenue requirement above \$ 5,000,000 are on the following pages:

RESIDENTIAL SERVICE (Schedule RG)

RESIDENTIAL TIME OF USE SERVICE (Schedule RTU)

COMMERCIAL [*28] SERVICE (Schedule CB)

SMALL HEATING SERVICE (Schedule SH)

FEED MILL & GRAIN ELEVATOR SERVICE (Schedule PFM)

MISCELLANEOUS SERVICE (Schedule MS)

SMALL GENERAL TIME OF USE SERVICE (Schedule SGTU)

GENERAL POWER SERVICE (Schedule GP)

TOTAL ELECTRIC BUILDING SERVICE (Schedule TEB)

LARGE GENERAL TIME OF USE SERVICE (Schedule LGTU)

LARGE POWER SERVICE (Schedule LP)

LARGE POWER TIME OF USE SERVICE (Schedule LGTU)

* SPECIAL TRANSMISSION SERVICE (Schedule ST)

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

THE EMPIRE DISTRICT ELECTRIC COMPANY

For ALL TERRITORY

No supplement to this tariff will be issued except for the purpose of cancelling this tariff.

RESIDENTIAL SERVICE

SCHEDULE RG

AVAILABILITY:

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

MONTHLY RATE:	Summer Season	Winter Season
Customer Charge	\$ 7.00	\$ 7.00
The first 600-Kwh, per Kwh	0.0570	0.0570
Additional Kwh, per Kwh	0.0570	0.0335

[*29]

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.

RESIDENTIAL CONSERVATION ADJUSTMENT:

The above energy charge will be adjusted in an amount provided by the terms and provisions of Residential Conservation Service, Rider RCS, P.S.C. Mo. No. 5, Section 4, Sheet 7.

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 1.5% on the unpaid balance will be applied.

GROSS RECEIPTS, OCCUPATION OR FRANCHISE TAXES:

* Also applies to SPECIAL CONTRACTS (Schedules SC-ICI & SC-P)

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, 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 percentage of gross receipts, net receipts, or revenues from the sale of electric service rendered by the Company to the Customer. Bills will be increased the proportionate amount [*30] only in service areas where such tax is applicable.

CONDITIONS OF SERVICE:

1. Voltage, phase and frequency of energy supplied will be as approved by the Company.
2. Service will be furnished for the sole use of the Customer and will not be resold, redistributed or submetered, directly or indirectly.
3. Service will be supplied through a single meter unless otherwise authorized by the Company. The point of delivery and location of the meter will be at the building wall unless otherwise specifically designated and approved in advance by the Company for each exception.
4. If this schedule is used for service through a single meter to multiple-family dwellings within a single building, each Customer charge and Kwh block will be multiplied by the number of dwelling units served in calculating each month's bill.
5. Welding, X-ray, or other equipment characterized by severe or fluctuating demands, will not be served.
6. Intermittent or seasonal service will not be provided.
7. Bills for service will be rendered monthly. At the option of the Company, however, the meters may be read bimonthly with the bill for the alternate month based upon an estimated Kwh consumption.
8. [*31] The Company Rules and Regulations, P.S.C. Mo. No. 5, Section 5, are a part of this schedule.

RESIDENTIAL TIME OF USE SERVICE

SCHEDULE RTU

AVAILABILITY:

This schedule is available as an optional rate for residential service to single-family dwellings or multiple-family dwellings with individual family metering. This schedule is not available for service through a single meter to two or more separate buildings each containing one or more dwelling units. The availability is limited to 50 customers.

MONTHLY RATE:

The monthly bill will be the sum of the Customer, Peak, Shoulder, and Off-Peak Charges.

	Summer Season	Winter Season
CUSTOMER CHARGE	\$ 17.00	\$ 17.00
ENERGY CHARGE, per Kwh:		
Peak Period	.1003	.0524
Shoulder Period	.0486	.0000
Off-Peak Period	.0399	.0348

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 [*32] weekends from 12:00 p.m. through 9:00 p.m. and weekdays from 9: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.

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 1.5% 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, 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 percentage of gross receipts, net receipts, or revenues from the sale of electric service rendered by the Company to the Customer. Bills will be increased the proportionate amount only in service areas where such tax 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 [*33] 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. Welding, X-ray, or other equipment characterized by severe or fluctuating demands will not be served.
5. The term of service will not be less than one (1) year. Intermittent or seasonal service will not be provided.
6. 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.
7. The Company Rules and Regulations, P.S.C. Mo. No. 5, Section 5, are a part of this schedule.

DATE OF ISSUE

ISSUED M. W. MCKINNEY, Vice President, Joplin, MO

DATE EFFECTIVE

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 [*34] others whose utilization of same is for residential purposes other than transient or seasonal. Motels, hotels, inns, resorts, etc., and others who provide transient rooms and/or board service and/or provide service to dwellings on a transient or seasonal basis are not excluded from the use of this rate. The Company reserves the right to determine the applicability or the availability of this rate to any specific applicant for electric service.

MONTHLY RATE:	Summer Season	Winter Season
Customer Charge	\$ 10.00	\$ 10.00
The first 700-Kwh, per Kwh	0.0664	0.0664
Additional Kwh, per Kwh	0.0664	0.0463

1994 Mo. PSC LEXIS 16, *34

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:

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, or other similar fee or tax now or hereafter [*35] 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 percentage of gross receipts, net receipts, or revenues from the sale of electric service rendered by the Company to the Customer. Bills will be increased the proportionate amount only in service areas where such tax 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 [*36] 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.
6. The term of service will not be less than one (1) year. Intermittent or seasonal service will not be provided.
7. Bills for service will be rendered monthly. At the option of the Company, however, the meters may be read bimonthly with the bill for the alternate month based upon an estimated Kwh consumption.
8. The Company Rules and Regulations, P.S.C. Mo. No. 5, Section 5, are a part of this schedule.

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 [*37] and the customer permanently installs and regularly uses electric space-heating equipment for all internal space-heating comfort requirements. However, this schedule is not available to those who are conveying electric service received to others whose utilization of same is for residential purposes other than transient or seasonal. Motels, hotels, inns, resorts, etc., and others who provide transient rooms and/or board service and/or provide service to dwellings on a transient or seasonal basis are not excluded from the use of this rate. The Company reserves the right to determine the applicability or the availability of this rate to any specific applicant for electric service.

MONTHLY RATE:	Summer Season	Winter Season
Customer Charge	\$ 10.00	\$ 10.00
The first 700-Kwh, per Kwh	0.0664	0.0664
Additional Kwh, per Kwh	0.0664	0.0346

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:

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. [*38]

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, 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 percentage of gross receipts, net receipts, or revenues from the sale of electric service rendered by the Company to the Customer. Bills will be increased the proportionate amount only in service areas where such tax 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 [*39] 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.
6. The term of service will not be less than one (1) year. Intermittent or seasonal service will not be provided.
7. Bills for service will be rendered monthly. At the option of the Company, however, the meters may be read bimonthly with the bill for the alternate month based upon an estimated Kwh consumption.
8. The Company Rules and Regulations, P.S.C. Mo. No. 5, Section 5, are a part of this schedule.

GENERAL POWER SERVICE

SCHEDULE GP

AVAILABILITY:

1994 Mo. PSC LEXIS 16, *39

This schedule is [*40] 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 CHARGE	\$ 36.31	\$ 36.31
DEMAND CHARGE:		
Per Kw of Billing Demand	4.72	3.84
ENERGY CHARGE:		
First 150 hours use of Billing Demand	0.0512	0.0296
Next 200 hours use of Billing Demand	0.0324	0.0285
All additional Kwh	0.0290	0.0279

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 [*41] be \$ 133.58.

DETERMINATION OF BILLING DEMAND:

The Billing Demand will be determined from the highest fifteen minutes integrated kilowatt demand registered during the month by a suitable demand meter. In no event will the Billing Demand be less than 40-Kw.

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 \$.623 per Kw will apply to the Demand 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, adjustment for billing will be made by decreasing metered kilowatt hours and kilowatts by 3%.

MINIMUM MONTHLY BILL:

During any month in which service is rendered, the minimum monthly bill will be the Customer Charge plus the Demand 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 2% then applies. Those with service in arrears shall be charged interest at the rate of 6% per annum from sixty [*42] (60) days after date due.

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, 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 percentage of gross receipts, net receipts, or revenues from the sale of electric service rendered by the Company to the Customer. Bills will be increased the proportionate amount only in service areas where such tax is applicable.

CONDITIONS OF SERVICE:

1994 Mo. PSC LEXIS 16, *42

1. Voltage, phase and frequency of service will be as approved by the Company. No service will be provided hereunder at voltages higher than the Company's standard primary voltage.
2. More than one class of service, as to character of voltage, phase or frequency, if separately metered, will not be combined for billing.
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 [*43] unless otherwise specifically designated and approved in advance by the Company for each exception.
4. Service will be furnished for the sole use of the Customer and will not be resold, redistributed or submetered, directly or indirectly.
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 schedules. Living quarters detached from commercial or industrial buildings will only be served under applicable residential schedules.
6. The term of service will not be less than one (1) year. Intermittent or seasonal service will not be provided.
7. Bills for service will be rendered monthly.
8. The Company Rules and Regulations, P.S.C. Mo. No. 5, Section 5, are a part of this schedule.

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 [*44] others who provide transient room and board service or room service and/or provide service to dwellings on a transient or seasonal basis are not excluded from the use of this rate. The Company reserves the right to determine the applicability or the availability of this rate to any specific applicant for electric service.

MONTHLY RATE:	Summer Season	Winter Season
CUSTOMER CHARGE	\$ 133.58	\$ 133.58
DEMAND CHARGE:		
Per Kw of Billing Demand	7.69	4.22
ENERGY CHARGE:		
First 150 hours use of Billing Demand	0.0303	0.0267
Next 200 hours use of Billing Demand	0.0303	0.0267
All additional Kwh	0.0157	0.0149

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.

DETERMINATION OF BILLING DEMAND:

The Billing Demand will be determined from the highest fifteen minutes integrated kilowatt demand registered during the month by a suitable demand meter, but no Billing Demand will be less than 65% of the highest such demand established during the year ending with the current month and in no event will the Billing Demand [*45] be less than 1000-Kw.

TRANSFORMER OWNERSHIP:

1994 Mo. PSC LEXIS 16, *45

Customers currently paying for secondary facilities through Rider XC will continue to pay through this Rider. New Customers not supplying their own secondary facilities will pay a secondary facility charge of \$.605 per Kw.

METERING ADJUSTMENT:

The above rate applies for service metered at primary voltage. Where service is metered at secondary voltage, an adjustment will be made by increasing metered kilowatts and kilowatt-hours by dividing metered kilowatts and kilowatt-hours by 97%.

MINIMUM MONTHLY BILL:

The minimum bill for any month will be the Customer Charge plus the Demand 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 2% then applies. Those with service in arrears shall be charged interest at the rate of 6% per annum from sixty (60) days after date due.

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, or other similar fee or tax now or hereafter imposed upon the Company [*46] 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 percentage of gross receipts, net receipts, or revenues from the sale of electric service rendered by the Company to the Customer. Bills will be increased the proportionate amount only in service areas where such tax is applicable.

CONDITIONS OF SERVICE:

1. Voltage, phase and frequency of service will be as approved by the Company.
2. More than one class of service, as to character of voltage, phase or frequency, if separately metered, will not be combined for billing.
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. Service will be furnished for the sole use of the Customer and will not be resold, redistributed or submetered, directly or indirectly.
5. The term of service will not be less than one (1) year. Intermittent or seasonal service will not be provided.
6. Bills for service will be rendered [*47] monthly.
7. The Company Rules and Regulations, P.S.C. Mo. No. 5, Section 5, are a part of this schedule.

ELECTRIC FURNACE PRIMARY SERVICE

SCHEDULE PF

AVAILABILITY:

This schedule is available for service to electric furnaces on an interruptible basis.

MONTHLY RATE:

Per kilowatt-hour \$ 0.0409

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 2% then applies. Those with service in arrears shall be charged interest at the rate of 6% per annum from sixty (60) days after date due.

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, 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 percentage of gross receipts, net receipts, or revenues from the sale of electric service rendered by the Company to the Customer. Bills will be increased the proportionate amount only in service [*48] areas where such tax is applicable.

CONDITIONS OF SERVICE:

1. While the Company has facilities available, this special service will be furnished each day during Company specified hours.
2. Voltage and frequency of service will be as approved by the Company.
3. Service will be measured at substation primary voltage, and all facilities for necessary transformation to a lower voltage will be supplied by the Customer.
4. Service will be furnished for the sole use of the Customer and will not be resold, redistributed or submetered, directly or indirectly.
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.

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

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

MONTHLY RATE:	Summer Season	Winter Season
Customer Charge	\$ 15.00	\$ 15.00
The first 700-Kwh, per Kwh	0.0347	0.0347
Additional Kwh, per Kwh	0.0347	0.0590

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 [*49] 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, 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 percentage of gross receipts, net receipts, or revenues from the sale of electric service rendered by the Company to the Customer. Bills will be increased the proportionate amount only in service areas where such tax 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. [*50]
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. 6, Section 6, are a part of this schedule.
7. No new customers will be accepted on this rate.

TOTAL ELECTRIC BUILDING SERVICE

SCHEDULE TEB

AVAILABILITY

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

MONTHLY RATE:	Summer Season	Winter Season
CUSTOMER CHARGE	\$ 36.31	\$ 36.31
DEMAND CHARGE:		
Per Kw of Billing Demand	2.89	2.35
ENERGY CHARGE:		
First 150 hours use of Billing Demand	0.0585	0.0306
Next 200 hours use of Billing Demand	0.0370	0.0289
All additional Kwh	0.0332	0.0279

[*51]

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 \$ 133.58.

DETERMINATION OF BILLING DEMAND:

The billing demand will be determined from the highest fifteen minutes integrated kilowatt demand registered during the month by a suitable demand meter. In no event will billing demand be less than 40 Kw.

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 \$.623 per Kw will apply to the demand 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, adjustments for billing will be made by decreasing metered kilowatt-hours and kilowatts by 3%.

MINIMUM MONTHLY BILL:

During any month in which service is rendered, the minimum monthly bill will be the Customer charge plus the demand [*52] 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 2% then applies. Those with service in arrears shall be charged interest at the rate of 6% per annum from sixty (60) days after date due.

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, 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 percentage of gross receipts, net receipts, or revenues from the sale of electric service rendered by the Company to the Customer. Bills will be increased the proportionate amount only in service areas where such tax 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. [*53]
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. 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.
5. 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.
6. The term of service will not be less than one (1) year. Intermittent or seasonal service will not be provided.
7. Bills for service will be rendered monthly.
8. The Company [*54] Rules and Regulations, P.S.C. Mo. No. 5, Section 5, are a part of this schedule.

SMALL GENERAL TIME OF USE SERVICE**SCHEDULE SGTU****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. The availability is limited to 100 Customers.

MONTHLY RATE:

	Summer Season	Winter Season
CUSTOMER CHARGE:		
Single Phase	\$ 20.00	\$ 20.00
Three Phase	25.00	25.00
ENERGY CHARGE:		
Peak Period	0.0995	0.0464
Shoulder Period	0.0609	0.0000
Off-Peak Period	0.0475	0.0442

The Summer Season will be the first four monthly billing periods billed on and after June [*55] 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.

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, 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 percentage of gross receipts, net receipts, or revenues from the sale of electric service rendered by the Company to the Customer. Bills will be increased the proportionate [*56] amount only in service areas where such tax 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. Welding, x-ray, or other equipment characterized by severe or fluctuating demands will not be served.
5. The term of service will not be less than one (1) year. Intermittent or seasonal service will not be provided.
6. 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.
7. The Company Rules and Regulations, P.S.C. Mo. No. 5, Section 5, are a part of this schedule.

SPECIAL CONTRACT: PRAXAIR

SCHEDULE SC-P

AVAILABILITY:

This schedule is available [*57] for electric service to PRAXAIR, INC. (Customer) as stated in the contract for power service between THE EMPIRE DISTRICT ELECTRIC COMPANY (Company) and PRAXAIR, INC. ("the contract").

MONTHLY RATE:

	Summer Season	Winter Season
CUSTOMER CHARGE	\$ 133.58	\$ 133.58
ON-PEAK DEMAND CHARGE, per Kw	11.78	8.00
SUBSTATION FACILITIES CHARGE, per Kw	.25	.25
ENERGY CHARGE, per Kwh:		
Peak Period	.0239	.0165
Shoulder Period	.0190	.0000
Off-Peak Period	.0143	.0135

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 [*58] specified by the North American Electric Reliability Council (NERC).

DETERMINATION OF DEMANDS (On-Peak, Substation Facility):

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; the 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 the interruptible credit be greater than the Demand Charges.

METERING ADJUSTMENT:

The above rates apply for service metered at transmission voltage. Where service is metered at the voltage of the distribution substation, an adjustment for billing will be made by increasing metered kilowatt and kilowatt-hours by .35%.

MINIMUM MONTHLY BILL:

The net minimum bill after any interruptible credits shall be the Customer Charge plus any Substation Facilities Charge times the CPD plus any Demand Charges applicable to the current MFD.

SUBSTATION FACILITIES:

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

DETERMINATION [*59] 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.

The CPD shall be specified in the contract. The contract shall also specify an amount of Kw demand which PRAXAIR can curtail or otherwise not cause to be placed on the Company's system by PRAXAIR agreeing to a maximum level of demand during periods of requested interruption. This Maximum Firm Demand ("MFD") of PRAXAIR shall be specified in the contract. The MFD shall be the level of demand which PRAXAIR agrees not to exceed during periods of requested interruption in return for receiving credits under this Schedule. For verification purposes, PRAXAIR shall be required to demonstrate, at the Company's request, its ability to curtail its operations to the MFD level. The difference between the CPD and the MFD, to be known as the Interruptible Demand ("ID"), expressed in Kw, [*60] shall be the demand upon which credits under this Schedule shall be available to PRAXAIR.

DEMAND REDUCTION:

Company-initiated interruptions under this Schedule shall be initiated by a designated Company representative contacting PRAXAIR by telephone. The Company shall give PRAXAIR a notice prior to demand reduction, as specified in the contract. The Company will not request more hours of interruption over each 12 month period, starting with June 1 of each year than is specified in the contract.

PRAXAIR shall receive a credit on the monthly bill during the appropriate months of the contract year for the appropriate ID amount multiplied by the appropriate credit amount specified in this Schedule, providing that all conditions of this Schedule are met.

The failure of PRAXAIR during a period of requested interruption to keep its demand at or below the MFD, shall result in the following consequences:

1. The MFD shall be increased to equal the actual demand placed on Company's system during the requested interruption;
2. The ID specified above shall be decreased to equal the amount of the CPD minus the new MFD established during the called-for interruption;
3. The foregoing changes [*61] shall be effective prospectively for the remainder of that contract term;
4. Customer shall refund to Company (or Company may offset from future credits) any interruptible credits received under the current contract an amount equal to the change in ID times 150% of the contract rate times the number of months the current contract has been in effect.

The Company recognizes that Customer's effectuation of interruption is dependent upon Customer's electronic measurement and/or control equipment which may malfunction through no fault or error of Customer. Should noncompliance or partial noncompliance with a requested interruption result from the reasonably unforeseeable malfunction or dysfunction of electronic measurement and/or control equipment installed at Customer's facility, the Company shall have discretion, following a reasonable investigation and verification of the cause of such noncompliance, to offer to charge the Customer any incremental annual capacity costs plus any incremental energy costs incurred by the Company for load levels in excess of the MFD during the interruption in lieu of invoking any of the above penalty provisions or adjustments to the contract.

In the [*62] event that the Customer should experience an unplanned plant shutdown due to an unexpected catastrophic-type failure of its equipment which lasts longer than seven consecutive days in a single billing period, Company will make a temporary proration of Customer's bill based on the actual number of days that the plant operated during the billing period. Said proration will be based on the same calculations used by Company to issue initial bills and final bills. No more than one such proration shall be made in any contract year, nor shall the proration be made for a period which exceeds 30 calendar days. Such proration, however, may be split between two consecutive billing periods. It shall be Customer's responsibility to notify Company as soon as possible, but no later than 30 days of such an event which would cause this proration to take place. No retroactive proration will be made for plant shutdowns occurring more than thirty days prior to Empire's receipt of said notice from Customer.

MONTHLY CREDITS:

The following monthly credit on demand reduction per Kw of contracted interruptible demand for substation metered Customers will be applied:

For 5 year contracts beginning in 1994	\$ 3.21
For 5 year contracts beginning in 1995	3.34
For 5 year contracts beginning in 1996	3.47
For 5 year contracts beginning in 1997	3.61
For 5 year contracts beginning in 1998 and beyond	3.76

[*63]

REDUCTION OF ID:

Customer may prospectively reduce the level of ID specified in this contract in a new multi-year contract. If, however, the new multi-year contract covers any years which were covered by the superseded contract, the Customer's interruptible credit shall be recalculated for the revised ID. The Customer shall refund to the Company the difference between the interruptible credit received during the superseded contract and the recalculated interruptible credit.

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, 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 percentage of gross receipts, net receipts, or revenues from the sale of electric service rendered by the Company to the Customer. Bills will be increased the proportionate amount only in service areas where such tax is applicable.

SPECIAL CONDITIONS OF SERVICE:

1. The minimum ID shall be at least [*64] 5600 KW.
2. The Company will give Customer a minimum of 30 minutes notice prior to demand reduction.
3. The Company will not request more than 400 hours of demand reduction over each 12 month period, starting with June 1 of each year.
4. The number of hours of demand reduction per day are not limited.
5. The Company may request a demand reduction on any day.

SPECIAL CONTRACT: ICI

SCHEDULE SC-ICI

AVAILABILITY:

This schedule is available for electric service to ICI Explosives USA, Inc. (ICI) as stated in the contract for power service between THE EMPIRE DISTRICT ELECTRIC COMPANY (Company) and ICI EXPLOSIVES USA, INC. (Customer) dated May 30, 1967 ("the contract"). The Company shall supply, sell and deliver electric power to the Customer at the point of delivery set forth in the contract, and the Customer shall take and pay for said power under the provisions of the contract as it is presently constituted and as shown below or as it may be reconstituted in the future by the Company with the approval of the Public Service Commission of the State of Missouri, or other competent authority having jurisdiction.

NET MONTHLY RATE:

	Summer Season	Winter Season
CUSTOMER CHARGE	\$ 133.58	\$ 133.58

NET MONTHLY RATE:

	Summer Season	Winter Season
●N-PEAK DEMAND CHARGE, per Kw	11.78	8.00
SUBSTATION FACILITIES CHARGE, per Kw	.25	.25
ENERGY CHARGE, per Kwh:		
Peak Period	.0239	.0165
Shoulder Period	.0190	.0000
●ff-Peak Period	.0143	.0135

[*65]

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, Christmas Day, or as specified by the North American Electric Reliability Council (NERC).

DETERMINATION OF DEMAND (On-Peak, Substation Facility):

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 stated above; the 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 [*66] event shall on-peak Demand be less than 6000 Kw.

METERING ADJUSTMENT:

The above rates apply for service metered at transmission voltage. Where service is metered at the voltage of the distribution substation, an adjustment for billing will be made by increasing metered kilowatt and kilowatt-hours by .35%.

MINIMUM MONTHLY BILL:

The Minimum Monthly Bill shall be the Customer Charge plus the Demand Charge.

SUBSTATION FACILITIES:

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

TEMPORARY PLANT SHUTDOWN

In the event the customer schedules a maintenance turnaround or experiences an unplanned plant shutdown due to an unexpected catastrophic-type failure of its equipment, either of which lasts longer than seven consecutive days in a single billing period, Company will make a temporary proration of Customer's bill based on the actual number of days that the plant operated during the billing period. Said proration will be based on the same calculations used by Company to issue initial bills and final bills. No more than one such proration shall be made in any contract year, nor shall the proration be made for [*67] a period which exceeds 30 calendar days. Such proration, however, may be split between two consecutive billing periods. It shall be Customer's responsibility to notify Company as soon as possible, but no later than 30 days of such an event which would cause the proration to take place. No retroactive proration will be made for plant shutdowns occurring more than 30 days prior to Empire's receipt of said notice from customer.

GROSS RECEIPTS, OCCUPATION OR FRANCHISE TAXES:

1994 Mo. PSC LEXIS 16, *67

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, 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 percentage of gross receipts, net receipts, or revenues from the sale of electric service rendered by the Company to the Customer. Bills will be increased the proportionate amount only in service areas where such tax is applicable.

LARGE GENERAL TIME OF USE SERVICE

SCHEDULE LGTU

AVAILABILITY:

This schedule is available for electric service to any [*68] 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. The availability is limited to 100 Customers.

MONTHLY RATE:

	Summer Season	Winter Season
CUSTOMER CHARGE	\$ 50.00	\$ 50.00
FACILITIES CHARGE:		
Secondary	0.623	0.623
Primary	0.000	0.000
ENERGY CHARGE:		
Peak Period:		
Demand	4.09	3.22
Energy	0.0555	0.0272
Shoulder Period	0.0350	0.0000
Off-Peak Period	0.0274	0.0256

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. [*69] 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.

DETERMINATION OF BILLING DEMAND:

The monthly "Billing Demand" shall be determined as being the highest fifteen (15) minute integrated kilowatt demand registered by a suitable demand meter during the on-peak hours as stated above; the Substation Facilities Monthly "Billing Demand" shall be determined as being the highest fifteen (15) minute integrated billing demand registered by a suitable demand meter during all hours. In no event shall the secondary facility "Billing Demand" be less than 40 kilowatts.

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 discount of \$.623 will apply to the Demand Charge.

METERING ADJUSTMENT:

The above rate applies for service metered at secondary voltage. Where service is metered at the voltage [*70] of the primary line feeding to such location, adjustment for billing will be made by decreasing metered kilowatt hours and kilowatts by 3%.

MINIMUM MONTHLY BILL:

During any month in which service is rendered, the minimum monthly bill will be the Customer 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 2% then applies. Those with service in arrears shall be charged interest at the rate of 6% per annum from sixty (60) days after date due.

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, 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 percentage of gross receipts, net receipts, or revenues from the sale of electric service rendered by the Company to the Customer. Bills will be increased the proportionate amount only in service areas [*71] where such tax is applicable.

CONDITIONS OF SERVICE:

1. Voltage, phase and frequency of service will be as approved by the Company. No service will be provided hereunder at voltages higher than the Company's standard primary voltage.
2. More than one class of service, as to character of voltage, phase or frequency, if separately metered, will not be combined for billing.
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. Service will be furnished for the sole use of the Customer and will not be resold, redistributed or submetered, directly or indirectly.
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 schedules. Living quarters detached from commercial or industrial buildings will only be served under applicable residential schedules.
6. The term of service will not be [*72] less than one (1) year. Intermittent or seasonal service will not be provided.
7. Bills for service will be rendered monthly.
8. The Company Rules and Regulations, P.S.C. Mo. No. 5, Section 5, are a part of this schedule.

LARGE POWER TIME OF USE SERVICE

SCHEDULE LPTU

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. The availability is limited to 100 Customers.

MONTHLY RATE:	Summer Season	Winter Season
CUSTOMER CHARGE	\$ 133.58	\$ 133.58
FACILITIES CHARGE:		
Secondary	0.605	0.605
Primary	0.000	0.000
ENERGY CHARGE:		
Peak Period:		
Demand	7.69	4.22
Energy	0.0473	0.0234
Shoulder Period	0.0305	0.0000
Off-Peak Period	0.0236	0.0220

[*73]

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.

DETERMINATION OF BILLING DEMAND:

The monthly "Billing Demand" shall be determined as being the highest fifteen (15) minute integrated kilowatt demand registered by a suitable demand meter during the on-peak hours as stated above; the Substation Facilities Monthly "Billing Demand" shall be determined as being the highest fifteen (15) minute integrated billing demand registered by a suitable demand meter during all hours. In no event shall the secondary facility "Billing Demand" be less than 1000 kilowatts.

TRANSFORMER OWNERSHIP:

Customers currently paying for secondary facilities through Rider XC will continue to pay [*74] through this Rider. New Customers not supplying their own secondary facilities will pay a secondary facility charge of \$.605 per Kw.

METERING ADJUSTMENT:

The above rate applies for service metered at primary voltage. Where service is metered at secondary voltage, an adjustment will be made by increasing metered kilowatts and kilowatt-hours by dividing metered kilowatts and kilowatt-hours by 97%.

MINIMUM MONTHLY BILL:

The minimum bill for any month will be the Demand 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 2% then applies. Those with service in arrears shall be charged interest at the rate of 6% per annum from sixty (60) days after date due.

GROSS RECEIPTS, OCCUPATION OR FRANCHISE TAXES:

1994 Mo. PSC LEXIS 16, *74

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, 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 percentage [*75] of gross receipts, net receipts, or revenues from the sale of electric service rendered by the Company to the Customer. Bills will be increased the proportionate amount only in service areas where such tax is applicable.

CONDITIONS OF SERVICE:

1. Voltage, phase and frequency of service will be as approved by the Company.
2. More than one class of service, as to character of voltage, phase or frequency, if separately metered, will not be combined for billing.
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. Service will be furnished for the sole use of the Customer and will not be resold, redistributed or submetered, directly or indirectly.
5. The term of service will not be less than one (1) year. Intermittent or seasonal service will not be provided.
6. Bills for service will be rendered monthly.
7. The Company Rules and Regulations, P.S.C. Mo. No. 5, Section 5, are a part of this schedule.

SPECIAL TRANSMISSION SERVICE

SCHEDULE ST

AVAILABILITY: [*76]

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

NET MONTHLY RATE:

	Summer Season	Winter Season
CUSTOMER CHARGE	\$ 133.58	\$ 133.58
PEAK DEMAND CHARGE, per Kw	11.78	8.00
SUBSTATION FACILITIES CHARGE, per Kw	.25	.25
ENERGY CHARGE, per Kwh:		
Peak Period	.0239	.0165
Shoulder Period	.0190	.0000
Off-Peak Period	.0143	.0135

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 [*77] Season. All other hours are Off-Peak.

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; the "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 On-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. 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. If the delivery of electric power is at the substation voltage level, a .35% adjustment for metered kilowatts and kilowatt-hours will be made.

MINIMUM MONTHLY BILL:

Except as provided in the above-mentioned [*78] contract, the Minimum Monthly Bill shall be the Customer Charge plus the On-Peak Demand Charge plus any applicable substation facilities charge.

SUBSTATION FACILITIES

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

DATE OF ISSUE

ISSUED NBY M. W. MCKINNEY, Vice President, Joplin, MO

DATE EFFECTIVE

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:

Incandescent Lamp Sizes (No New Installation Allowed):	Per Lamp
4,000 lumen	\$ 62.56
10,000 lumen	128.70
 Mercury-Vapor Lamp Sizes:	
7,000 lumen	84.95
11,000 lumen	101.95
20,000 lumen	145.95
53,000 lumen	246.25
 High-Pressure Sodium-Vapor Lamp Sizes (Lucalox, etc.):	
6,000 lumen	79.65

ANNUAL STREET LIGHTING CHARGE:

Incandescent Lamp Sizes (No New Installation Allowed):	Per Lamp
16,000 lumen	99.65
27,500 lumen	129.65
50,000 lumen	184.80
130,000 lumen	298.25

[*79]

MUNICIPALITY OWNERSHIP:

If the Municipality owns the Street Lighting System, the Company will furnish electric energy, will inspect street lights, replace broken lamps or glassware, and repaint steel poles when necessary. However, replacement or repairs to poles, conduit, cable overhead conductors or fixtures other than glassware shall be paid for by the Municipality.

COMPANY OWNERSHIP - FACILITIES USAGE CHARGE:

When, by agreement with the Municipality, the Company shall install, own, operate and maintain street lights served under this schedule or is required to provide special or excessive electric facilities to serve Municipality-owned street lighting systems served under this schedule, a separate agreement shall be executed by and between the Municipality and the Company setting forth the investment in such street lighting facilities and a Facilities Usage Charge in the amount of 1.5% per month of such investment. The Facilities Usage Charge shall be payable by the Municipality to the Company in the manner prescribed in the aforementioned separate agreement and in addition to the Annual Street Lighting Charge as set forth herein.

DISCOUNT:

The total charges under Annual [*80] Street Lighting Charge and Facilities Usage Charge shall be subject to a fifty percent (50%) discount plus an additional discount which shall be equal to one-half of one percent (0.5%) of the Annual Revenue received by the Company within the Municipality for a period of twelve (12) months ending December 31, from the Customers billed under Rate Schedules for Residential and Commercial service having a Billing Demand of 40 Kilowatts or less.

MINIMUM:

The total annual net amount of the Annual Street Lighting Charge, plus the Facilities Usage Charge, shall not be less than an amount equal to twelve times the total of charges to the Municipality for street lighting service for the calendar month prior to the date of the contract.

MUNICIPAL STREET LIGHTING SERVICE**SCHEDULE SPL****PAYMENT:**

All bills shall be rendered monthly at 1/12th the annual rates and shall be payable on or before the 25th day of each month succeeding the month during which service was rendered.

CONDITIONS OF SERVICE:

1. All lamps shall burn every night from dusk to dawn, subject to a reasonable maintenance schedule.
2. The character of street lighting circuit (series or multiple) shall be determined by the [*81] Company.
3. The Company Rules and Regulations, P.S.C. Mo. No. 5, Section 5, are a part of this schedule.

PRIVATE LIGHTING SERVICE

SCHEDULE PL

AVAILABILITY:

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

MONTHLY RATE:**Per Lamp**

STANDARD STREET LIGHTING CONSTRUCTION:

Mercury-Vapor Lamp Sizes:

6,800 lumen	\$ 7.55
20,000 lumen	12.60
54,000 lumen	24.10

Sodium-Vapor Lamp Sizes:

6,000 lumen	6.95
16,000 lumen	10.20
50,000 lumen	17.05

STANDARD FLOOD LIGHTING CONSTRUCTION:

Mercury-Vapor Lamp Sizes:

20,000 lumen	17.65
54,000 lumen	29.15

Sodium-Vapor Lamp Sizes:

27,500 lumen	17.10
50,000 lumen	23.45
140,000 lumen	34.20

Additional Charge for installations requiring additions to, or rearrangement of, existing facilities:

Regular wood pole, per month	\$ 1.00
Guy and anchor, per month	1.00
Overhead conductor, three wire, per foot, per month	.009
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 [*82] 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).

PAYMENT:

Charges for service on this schedule may be added to the bill for service under a regular retail rate schedule. The payment provisions of the regular rate schedule will apply to these charges also. If the Company bills charges under this schedule

separately, bills will be due on or before twenty-one (21) days after the date thereof. If not so paid on or before this due date, the above rate plus 5% then applies for all except residential customers. For residential customers, a late payment charge of 1.5% 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, 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 [*83] tax is based upon a percentage of gross receipts, net receipts, or revenues from the sale of electric service rendered by the Company to the Customer. Bills will be increased the proportionate amount only in service areas where such tax is applicable.

CONDITIONS OF SERVICE:

1. Standard Street Light Construction will consist of a Standard Company Streetlighting Fixture with a lamp, ballast, bracket, control device, wire and hardware mounted on existing poles and on existing secondary circuits.
2. Standard Floodlighting Construction will consist of a Standard Company Floodlighting Fixture with a lamp, ballast, bracket, control device, wire and hardware mounted on an existing pole and on existing secondary circuits.
3. All lamps will burn every night from dusk to dawn, subject to a time allowance of three work days after notice is given to Company for maintenance and lamp renewals.
4. The facilities installed by the Company will remain the property of the Company.
5. The term of service for Standard Construction will not be less than one (1) year. Intermittent or seasonal service will not be provided.
6. Where addition or rearrangement of facilities are required, the service [*84] may be terminated after one year by the payment of an amount equal to the investment in these facilities less 20 percent of the monthly charges already paid by the Customer to the Company. After five years' service, no termination charge will be required.
7. Bills for service will be rendered monthly.
8. The Company Rules and Regulations, P.S.C. Mo. No. 5, Section 5, are a part of this schedule.

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	\$ 0.0821
For all additional Kwh used, per Kwh	0.0641

MINIMUM:

The net monthly minimum charge for any month during which electrical energy is used will be \$ 22.88.

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 [*85] 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 charge, 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, or other similar fee or tax now or hereafter imposed [*86] 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 percentage of gross receipts, net receipts, or revenues from the sale of electric service rendered by the Company to the Customer. Bills will be increased the proportionate amount only in service areas where such tax 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. This service is available between the hours from dusk to dawn only.
5. The Company Rules and Regulations, P.S.C. Mo. No. 5, Section 5, are a part of this schedule.

MISCELLANEOUS SERVICE

SCHEDULE MS

AVILABILITY:

This schedule is available for electric service to signal systems or similar unmetered service and to temporary or seasonal use.

MONTHLY RATE:

Customer charge	\$ 10.00
For all energy used, per Kwh	\$ 0.0472

[*87]

CONSUMPTION:

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

INSTALLATION CHARGE:

In addition to the above charge, 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, 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 percentage of gross receipts, net receipts, or revenues from the sale of electric service rendered by the Company to the Customer. Bills will be increased the proportionate amount [*88] only in service areas where such tax 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. 6, Section 5, are a part of this schedule.

DATE OF ISSUE

ISSUED BY M. W. MCKINNEY, Vice President, Joplin, MO

DATE EFFECTIVE**CHURCH AND SCHOOL SERVICE****RIDER SC****AVAILABILITY:**

This rider will be available to churches and public schools whose total lighting and power service is supplied from the lines of the Company.

APPLICATION:

This rider will apply to the Company's regular rate schedules in effect for electric service to churches and public schools, subject to the following provision:

CONDITIONS OF SERVICE:

1. Bills for electric service to public schools will not be rendered during the months of regular summer vacation.
2. Incidental [*89] consumption of electric service during such period of summer vacation will be included in the measurement for bills rendered on the regular basis for such service.

3. During any such summer months that the school premises are in active use, bills for electric service hereunder will be rendered on the regular basis for such service.

4. Except as otherwise stated in this rider, all terms and provisions of the applicable rate schedule will be in full force and effect.

MUNICIPAL GENERAL SERVICE

RIDER M

APPLICATION:

This rider will apply to all lighting and power service furnished to incorporated communities, other than street lighting or traffic control or other signal services.

RATE:

The established applicable rate schedules currently in effect in the City for electric service will be amended as follows:

DISCOUNT:

A discount of 30% will apply to each schedule. No bill, which exceeds the minimum after discount will be greater than \$ 0.0588 per kilowatt-hour.

Two years after the effective date of this schedule, the 30% discount applied to each schedule will be reduced to 15% and rate limiter will no longer be in effect. This Rider will be eliminated three years after the [*90] effective date of this schedule.

PAYMENT:

All bills shall be rendered on or near the first of each month and shall be due on or before the 25th day of each month succeeding the month during which service was rendered.

CONDITIONS OF SERVICE:

1. A separate bill will be rendered for each individual location or class of service hereunder.
2. The above discount will apply only in event the Company serves the City under the terms of electric franchise.
3. The amount resulting from the above discount, together with the amounts from corresponding discounts under schedules for other electric service and the amount of any payment provided by agreement with the City, will be accepted as full payment of any occupation tax, franchise tax, or any similar tax or charge for maintenance of facilities, based upon revenue, consumption of energy or otherwise.
4. The above discount will apply only in event the City utilized the Company's service for its entire requirements for electric or power service.
5. Except as provided, herein, all terms and provisions of the applicable rate schedule will be in full force and effect.

INTERRUPTIBLE SERVICE

RIDER IR

APPLICATION:

This rider is available [*91] to Commercial or Industrial Customers on General Power Service (GP) or Large Power Service (LP) Rates, with a minimum monthly billing demand of 200 kilowatts (Kw), and an anticipated minimum load curtailment capability of 200 Kw. Customers must enter into either a one-year, three-year, or five-year contract incorporating the provisions of this Rider, with the term being at the Customer's option.

PURPOSE:

The general purposes of this Rider are to identify the amount of electrical demand of a qualifying Customer that can be removed from the Company's system upon request by Company. This can reduce the demand that would otherwise be experienced on the Company's system and be of assistance to the Company in planning for additional capacity. This Rider is designed to provide a procedure for that and to reasonably compensate the Customer for interruption through the use of credits.

DETERMINATION OF DEMANDS (CPD, MFD, ID):

An appropriate level of demand at the time of the Company's system peak shall be determined for each Customer contracting under this Rider. This Customer Peak Demand ("CPD") shall be either the Customer's actual maximum measured Kw demand during a peak period, [*92] or a calculated amount based upon conditions involving that Customer's actual or expected operations, and agreed upon between Company and Customer.

The CPD shall be specified in the contract. The contract shall also specify an amount of Kw demand which the Customer can curtail or otherwise not cause to be placed on the Company's system by the Customer agreeing to a maximum level of demand during periods of requested interruption. This Maximum Firm Demand ("MFD") of the Customer shall be specified in the contract. The MFD shall be the level of demand which the Customer agrees not to exceed during periods of requested interruption in return for receiving credits under this Rider. For verification purposes, the Customer shall be required to demonstrate, at the Company's request, its ability to curtail its operations to the MFD level. The difference between the CPD and the MFD, to be known as the Interruptible Demand ("ID"), expressed in Kw, shall be the demand upon which credits under this Rider shall be available to the Customer.

For all Customers under contract on this Rider, the initial ID must be anticipated to exceed 200 Kw.

The specified CPD, MFD, and ID in the contract [*93] may be amended by mutual agreement during the contract term for expected changes in the Customer's demand due to the Customer's business operations.

DEMAND REDUCTION:

Company-initiated interruptions under this Rider shall be initiated by a designated Company representative contacting the Customer by telephone or facsimile. If the Customer is notified by facsimile, a return facsimile verification from the Customer is required within fifteen (15) minutes of the notice. The Company shall give the Customer a minimum of one hour notice prior to demand reduction, unless agreed to otherwise by Company and Customer, and so specified in the contract.

The Customer shall receive a credit on the monthly bill during the appropriate months of the contract year for the appropriate ID amount multiplied by the appropriate credit amount specified in this Rider, providing that all conditions of this schedule are met.

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

1. The Customer's contracted ID shall be automatically decreased [*94] immediately to equal the amount of ID which the Company could utilize during the period of requested interruption;
2. The Customer's contracted MFD shall be automatically increased immediately to equal the amount of demand actually placed on the Company's system by the Customer during the period of requested interruption;
3. The automatic changes in the ID or MFD described in paragraphs 1 and 2 above shall remain at those newly established levels for the remainder of the contract term, except that additional failures of the Customer will result in the levels of ID and MFD being automatically adjusted even further, as specified above;
4. In addition to any automatic change in the ID or MFD, the Customer shall immediately be responsible to refund to the Company credits previously received under the current contract in an amount equal to the change in ID times 150% of the contract rate. This refund shall be accomplished by the Company billing the Customer for the amount of the refund on the

next bill. The Company may also, at its option, reduce the amount of future credits to the Customer as a method of collecting the refund, or employ both methods.

MONTHLY CREDITS:

One-year Contract:

Credit on Demand Reduction: (per Kw of contracted interruptible capacity)	1994	1995	1996	1997	1998
Substation Metered Customers	\$ 1.95	2.03	2.11	2.19	2.28
Primary Metered Customers	1.99	2.07	2.15	2.23	2.32
Secondary Metered Customers	2.04	2.12	2.20	2.29	2.38

Three-year Contract:

Credit on Demand Reduction: (per kw of contracted interruptible capacity)					
Substation Metered Customers	\$ 2.29	2.38	2.48	2.58	2.68
Primary Metered Customers	2.34	2.43	2.53	2.63	2.73
Secondary Metered Customers	2.40	2.49	2.59	2.69	2.80

Five-year Contract:

Credit on Demand Reduction: (per Kw of contracted interruptible capacity)					
Substation Metered Customers	\$ 2.65	2.76	2.87	2.98	3.10
Primary Metered Customers	2.71	2.81	2.93	3.04	3.16
Secondary Metered Customers	2.77	2.88	3.00	3.12	3.25

[*95]

REDUCTION OF ID:

Any Customer who is or has been a party to a multi-year contract under this Rider, and who seeks to enter into a new multi-year contract under this Rider, may prospectively reduce the level of ID then contracted; provided, however, if the new multi-year contract covers any years which are also covered by the previous or current contract, the Customer shall refund to the Company an amount equal to 100 percent of the difference in the credits received for the change in ID under the current contract year.

SPECIAL CONDITIONS OF SERVICE:

1. This Rider requires that the Customer execute a one-year, three-year, or five-year service contract, at the option of the Customer, which specifies the Customer's applicable CPD, MFD, and ID. The ID shall not be less than 200 Kw. The Company shall notify the Customer before December 1st prior to the contract year/years of the amount of interruptible credit which the Company will make available to the Customer. Customers electing to contract pursuant to this Rider must reach agreement with the Company and execute the contract no later than December 31 of the year prior to the year in which the first credit would become due. [*96] The first year of what may be multiple contract years (depending upon the term selected by the Customer) will begin on the following June 1 and end on the succeeding May 31. These contracts may be cancelled upon mutual agreement of the Company and the Customer.

2. The Company reserves the right, through inquiry and inspection, to assure itself that any contracted level of load subject to reduction has a reasonable probability of being on the Company's system during peak load periods and can be readily reduced to the MFD level.
3. The Customer will be responsible for monitoring his load in order to comply with the terms of the contract.
4. The Company shall have no liability to the Customer or to any other person, firm, association, trust, governmental unit, or corporation, of any kind, for any loss, damage or injury by reason of any interruption or curtailment as provided herein.
5. The Customer will not be required to reduce demand more than 200 hours per contract year under the terms of this Rider.
6. If the Company has sufficient generating capacity and interruptible load, the Company reserves the right to extend or reduce availability from year to year. This will not [*97] affect any existing contract.
7. Except as provided herein, all terms and provisions of the applicable rate schedule will be in full force and effect.
8. Credits shall be applied to bills within 35 days of when they are earned.
9. The Company, in its sole discretion, can interrupt service to Customers taking service under this Rider whenever the Company anticipates that its Summer or Winter peak demands may be established, up to a maximum of six hours per day during the periods specified in the contract.
10. For purposes of personnel safety and equipment protection, a Customer proposing to use a generator during periods of interruption must notify the Company prior to the use of the generator and conform to standards for connection shown on Company's Engineering Form TD132.

SPECIAL "ONE TIME" INTERRUPTIBLE CREDITS:

APPLICABILITY:

Customers Under IR Rider Contract: In addition to the credits available under this Rider, any Customer operating under a contract pursuant to this Rider shall also be eligible for special "one-time" interruptible credits under the following conditions. If the Company has already required the Customer to reduce demand by 200 hours in a year (and [*98] thus is not entitled to request further reductions under the terms of this Rider), the Company may nevertheless request the Customer to interrupt voluntarily. If the Customer agrees to interrupt under those circumstances, the Company shall apply the credit rate times the Customer's interrupted Kw and shall apply the resulting credit on the Customer's next bill.

Customers Not Under IR Rider Contract: Certain Customers of the Company who do not elect to execute a contract under this Rider shall also be eligible to receive credits for interruption in special situations if they agree to voluntarily remove demand from the Company's system upon request by Company. Customers who are eligible to participate in this voluntary program must have an amount of load available for interruption of at least fifty (50) kilowatts. Such load must be available for interruption during the most likely peak demand periods. The seasonality of the load and the ability of the Customer to shift load to off-peak periods will be taken into consideration by the Company in deciding whether to request interruption. Customers with stand-by generation facilities are eligible for this provision.

CREDIT RATE: [*99]

This program is intended as a voluntary load shedding strategy to be used in system emergency situations such as extreme weather conditions placing loads on the system or the loss of a generating facility or transmission facility during a period of peak demand. The purpose of such load shedding is to avoid the incurrence of power pool equalization charges. If interruption is agreed to between customer and Company under this provision, the Customer will be compensated by a one-time credit on the Customer's next bill of \$ 3.50 for each Kw which is interrupted.

INTERRUPTED Kw:

The amount of the actual interruption in Kw shall be calculated by comparing the Customer's highest metered demand in the 24 hours immediately preceding the interruption to the highest demand the customer experienced during the requested voluntary interruption. In the event the Customer does not have appropriate metering, the Customer must be capable of demonstrating the agreed upon reduction to the Company's satisfaction.

DATE OF ISSUE

ISSUED BY M. W. MCKINNEY, Vice President, Joplin, MO

DATE EFFECTIVE

RULES AND

REGULATIONS

Estimated Bill:

A bill for utility service which is not based on an actual [*100] reading by an authorized utility representative of the meter or other registering device for the period billed.

Feeder Line:

That portion of a single-phase or three-phase circuit extending from the terminal pole or manhole at or near the perimeter of the subdivision into and throughout the subdivision and used to provide service within the subdivision and from which the submersible or pad-mounted transformers are energized, and also including that portion of the secondary circuit extending from a transformer to pedestals, excluding service lines as herein defined, and power lines as designated by the Company.

House:

A single structure roofed and enclosed with exterior walls, built for permanent use, erected, framed of component structural parts and unified in its entirety both physically and in operation for single-family residential occupancy.

Indirect Costs of Construction:

The costs of supervision, engineering, insurance, pensions, payroll taxes, tools, accounting administrative expenses, and miscellaneous materials expenses are allocated using ratios, determined from historical experience, applied to labor dollars or materials issued for an individual job to obtain indirect [*101] costs of construction.

In Dispute:

Any matter regarding a customer's utility service which is the subject of a disagreement or complaint by a customer and which the customer pursues under these rules.

Location:

The premises, owned or occupied by the customer, where service is rendered to the customer by the Company, being one integral parcel of land.

Month:

The term month, as used in rate schedules, regulations and contracts, shall refer, unless otherwise designated, to a period of time equal to one-twelfth of a year, usually identified by the calendar month in which a majority of the period of time falls. There may be one or two months between successive regular meter readings by the Company as provided for in the individual rate schedules.

Mobile Home Park:

An area specifically developed to offer accommodations to occupants of either tenant-owned or customer-owned residential mobile homes.

Person:

An individual, association, corporation, partnership, receiver, firm, trustee, or governmental agency.

RULES AND

REGULATIONS

Point of Delivery:

The point at the customer's building wall where Company's service lines attach to customer's service entrance, unless otherwise [*102] provided by mutual agreement between the Company and the customer.

Rendition of Bill:

The date of physical mailing or delivery of the bill by the Company.

Residential Service:

The provision of or use of electricity for household purposes.

a. Underground Primary and Secondary Distribution Facilities:

When application is received from a developer for an extension of electric service to a subdivision in an area not served by existing facilities, the Company shall prepare a detailed estimate of the cost to install an overhead distribution system to the subdivision, including indirect costs. The Company shall also perform a detailed estimate to determine the cost to install an underground distribution system of the same scope as the overhead distribution system to the same subdivision, including indirect costs. The Company shall be responsible for furnishing the less costly of the two alternatives, based on a Benefit/Cost analysis. If the underground system is more expensive than the overhead system, and the developer insists upon an underground system, the developer shall be required to pay the difference between the estimated cost of the underground system and the overhead [*103] system. The developer may make arrangements to pay a portion of the excess cost of the underground system by performing certain work such as trenching and back-filing. However, any work performed by the developer shall be done in accordance with Company requirements and specifications and shall be coordinated with the Company representative.

A copy of the Company's estimate of the cost of construction including direct and indirect costs shall be furnished to the customer upon request prior to construction.

As a normal practice, only single-phase service will be provided for residential subdivisions. Three-phase service may be supplied, if available, at the developer's request, but where installed, the Company shall prepare a detailed estimate of the cost to install a single-phase system to the subdivision, including indirect costs. The Company shall also perform a detailed estimate to determine the cost to install a three-phase system to the same subdivision, including indirect costs. The Company shall be responsible for furnishing the less costly of the two alternatives. If the three-phase system is more expensive than the single-phase system, and the developer insists upon [*104] a three-phase system, the developer shall be required to pay the difference between the estimated cost of the single-phase system and the three-phase system. The developer will not be charged if three-phase construction is due to the Company's decision based upon sound engineering design criteria.

In all cases, the developer will be responsible for obtaining any easements or rights-of-way required by the Company and will have them indicated on the subdivision plot and filed with the proper authorities for dedication.

b. Underground Services:

The Company will furnish and install cable sufficient to provide underground service runs to individual customers from the Company's underground primary distribution systems, up to 100 feet in length. Any conduit required for the service trench will be the responsibility of the customer. Where a service exceeds 100 feet in length, the Company shall prepare a detailed estimate of the cost to install the entire underground run, including indirect costs. The customer will be required to pay the cost, including indirect costs of construction, of the underground service for that portion in excess of 100 feet. The developer may make arrangements [*105] to pay a portion of the excess cost of the underground service by performing certain work such as trenching and back-filling. However, any work performed by the customer shall be done in accordance with Company requirements and specifications and shall be coordinated with the Company representative. After installation, the Company shall own and maintain the underground service.

Where the Company's existing distribution system is installed underground, only underground service conductors to individual customers will be installed. Where the Company's existing facilities are overhead, the service will be overhead unless the customer agrees to pay the estimated difference between the cost of underground and overhead service.

Customers having existing overhead service conductors from the Company's overhead distribution system may have underground service provided they compensate the Company for the unused life and removal costs less salvage value of the existing overhead service conductors in addition to meeting the requirements listed above.

A rural customer whose point of delivery is located at a yard pole shall be responsible for all circuits beyond that point, whether overhead [*106] or underground. If the rural customer does not have a yard pole, the Company policy for providing underground service shall be the same as described above for other residential customers.

c. Underground Service to Commercial or Industrial Customers:

When application is received from a commercial or industrial customer for underground electric service, the Company shall prepare a detailed estimate of the cost to install an overhead system to the customer, including indirect costs. The Company shall also perform a detailed estimate to determine the cost to install an underground system of the same scope as the overhead system to the same customer, including indirect costs. The Company shall be responsible for furnishing the less costly of the two alternatives. If the underground system is more expensive than the overhead system, and the customer insists upon an underground system, the customer shall be required to pay the difference between the estimated cost of the underground system and the overhead system. The customer may make arrangements to pay a portion of the excess cost of the underground system by performing certain work such as trenching and back-filling. However, [*107] any work performed by the customer shall be done in accordance with Company requirements and specifications and shall be coordinated with the Company representative.

d. Underground Service to Authorized Public Street Lighting:

Any authorized street lighting lines installed in a subdivision with underground distribution will be installed underground. When public street lighting lines are installed underground, the estimated difference in cost between the costs of underground and overhead service to the street lighting shall be charged to the appropriate governing agency. The governing agency may make arrangements to pay a portion of the excess cost of the underground system by performing certain work such as trenching and back-filling. However, any work performed by the governing agency shall be done in accordance with Company requirements and specifications and shall be coordinated with the Company representative.

Arrangements for public street lighting, however, are made between the customer and the governing agency in the area, such as a duly incorporated city, town, village, etc., which has the right to authorize public street lighting in the subdivision. This agency will [*108] then contract with the Company for public street lighting service.

If the street lighting lines are required to be installed underground where adequate overhead distribution already exists, then a charge of the estimated difference between the costs of underground and overhead service to the street lighting, plus compensation for any unused life and the removal costs of any overhead distribution requiring removal, shall be charged to the appropriate governing agency. The governing agency may make arrangements to pay a portion of the excess cost of the underground system by performing certain work such as trenching and back-filling. However, any work performed by the governing agency shall be done in accordance with Company requirements and specifications and shall be coordinated with the Company representative.

e. Upon request, the Company shall install underground services to each mobile home site from an overhead distribution system in accordance with the terms and provisions of the Company's filed Rules and Regulations For Electric Service. A combination meter pedestal and power outlet box will be located at each mobile home location. The combination pedestal as well as [*109] the necessary meter will be furnished, owned and maintained by the Company. The mobile home park owner or operator will be expected to furnish the trenching and back-filling for underground services. In addition, the park owner or operator will be responsible for payment of the cost difference between the combination meter pedestal and a normal underground meter pedestal without a power supply box.

f. In those situations where the Company determines that, due to economic or safety concerns it would be in the Company's interest to install underground facilities, such facilities may be installed without cost to the customer. When it appears that underground construction may be in the Company's economic interest, the Company shall prepare a detailed estimate of the cost to install an overhead system, including indirect costs. The Company shall also perform a detailed estimate to determine the cost to install an underground system of the same scope as the overhead system, including indirect costs. The Company shall be responsible for furnishing the less costly of the two alternatives.

If the Company determines that either employee or public safety will be affected in the case of [*110] reverse feed construction, airport runways, commercial traffic, or state and local codes, the Company will install underground facilities without cost to the customer.

2. Overhead:

a. Electric Distribution Extensions:

The Company will make extensions to its distribution system to supply overhead single-phase electric service as and when necessary to serve any and all prospective customers occupying permanent residences who apply for such service, provided, however, that the Company will not make any extension of its lines to serve any customer who will be located more than one thousand (1,000) feet from existing facilities unless the customer shall contract to pay the cost of the extension, including indirect costs of construction, in excess of one thousand (1,000) feet as a contribution in aid of construction. The customer will pay a minimum of five percent (5%) at the time of application for such extension as evidence of good faith and the remainder on completion of the construction. With proper credit (as determined by the Company), the customer may pay the remainder in no more than sixty (60) equal monthly payments with an interest charge of six percent (6%) on an annual [*111] basis on the unpaid portion of the original amount put on monthly payments. For a period of five (5) years the Company will pay the customer or credit the customer's unpaid extension cost balance for each new customer added to the extension a prorata amount of the original cost of the extension, based on the ratio of 1,000 feet to the original length of the extension in excess of 1,000 feet.

A copy of the Company's estimate of the cost of construction including direct and indirect costs shall be furnished to the customer upon request prior to construction.

The Company will not make any extension over 1,000 feet unless customer executes a contract in writing with suitable guarantee that he will use the service for at least two years and that he will pay any unpaid extension cost balance in full if service is disconnected at any time during the first five years of service, or unless the owner of the property served by such extension, or some other responsible person guarantees that the service will be used for that length of time and the payment of the unpaid extension cost balance.

The Company will provide an overhead distribution extension to an individual non-residential customer [*112] at no cost to the customer provided the estimated revenue from three years operation equals or exceeds the estimated cost of the distribution extension. The Company shall require contributions in aid of construction for the portion of the investment in the total extension of the service to the customer that cannot be supported with the estimated revenues. In addition, if the customer cannot establish adequate credit or accurately project revenues as determined by the Company, the entire cost of the construction shall be required from the customer before the construction is commenced, in combination with minimum monthly or annual guarantees in term contracts to guarantee performance that the sales will develop or that the Company investment will be protected. At the end of five (5) years, the portion of the construction cost justified by the revenue will be refunded to the customer.

The Company will not be required to obligate funds to secure private right-of-way for the purpose of making extension of distribution pole lines or other facilities to premises of prospective customers.

b. **Overhead Service Conditions:**

Customer's service entrance shall be installed where it can be [*113] conveniently reached from Company's supply line without undue interference from trees, buildings and adjoining property, and in a location such that Company's service lines will have a clearance of not less than thirty-six (36) inches from windows, doors, porches or similar locations, as required by the code, for safety reasons. Where it appears impractical to provide thirty-six (36) inches clearance, customer should consult with the Company for assistance in working out the problem.

In order to permit proper operation of Company's service lines and feeder lines serving the customer, the Company shall have the right, when and as necessary, to trim properly and keep trimmed any trees located upon the customer's premises which may interfere with service to customer or service to any other customer.

The service weatherhead shall be placed at a point near, and preferably slightly below the point of attachment of Company's service lines to the building, service pole or other support. Enough wire (thirty (30) inches is recommended) must extend outside the service weatherhead for proper connection to Company's service lines.

Where the main service switch is placed on the exterior of [*114] the building or in any outdoor location, the code requires that this switch be of an approved weatherproof type. The Company recommends that the customer install a main service switch below the meter on yard pole installations for his safety and convenience.

Customer's service entrance conductors shall be of a size as determined by code requirements, but in no case smaller than No. 8 American wire gauge. Connection will not be made to any installation consisting of more than two (2) branch circuits with a 2-wire service entrance. The Company strongly recommends 3-wire service for all residential dwellings.

For service at under 600 volts, the point of attachment of Company's service lines to a building, service pole or other support shall be not less than ten (10) feet above ground or platform, and shall be at height to permit a minimum clearance for Company's service lines of eighteen (18) feet above alleys, roads, streets, and commercial driveways; ten (10) feet above sidewalks, entrance drives to residence garages and spaces and ways accessible to pedestrians only; and eight (8) feet above roofs. In the case of 277/480 volt services, a minimum clearance of twelve (12) feet [*115] is required at the point of attachment to a building and above spaces and ways accessible to pedestrians only. For supply wires limited to 150 volts to ground a minimum clearance of eight (8) feet is permissible above spaces and ways accessible to pedestrians only, where the form of a building will not permit ten (10) feet clearance and where all other clearance requirements are met. Also, where the voltage between conductors passing above a roof does not exceed 300 and the roof cannot be readily walked upon, the minimum clearance above the roof may be reduced to three (3) feet.

11. At locations where, as provided under Chapter II, Section D4 hereof, service is not to be disconnected upon vacation of premises, a customer desiring to terminate service shall notify the nearest Company office, and receive, either in person at the office or by mail, a regular card form for final meter reading by customer. Upon return of the final meter reading to the Company office either by mail or in person, settlement of the customer's account may be completed, either directly or by mail.

12. The customer will be charged Eight Dollars (\$ 8.00) for each bad check rendered to the Company in payment [*116] of a bill.

B. **Guarantee of Payment**

1. Company may require a security deposit or other guarantee as a condition of new service due to any of the following:

a. The customer has outstanding with a utility providing the same type of service, an unpaid service account which accrued within the last five years and at the time of the request for service, remains unpaid and not in dispute.

* b. Within the customer's last twelve consecutive months of service with the Company, or a utility furnishing similar service, the customer has been disconnected for non-payment, paid late more than five times, or rendered more than one bad check.

* c. The customer has in an unauthorized manner interfered with or diverted the service of a utility providing similar service situated on or about or delivered to the customer's premises within the last five years.

d. If the customer is unable to establish an acceptable credit rating.

(1) To establish an acceptable credit rating, a residential customer must meet one of the following criteria:

(a) Owns or is purchasing a home.

(b) Is and has been regularly employed on a full-time basis for at least one year.

(c) Has an adequate regular source of [*117] income.

(d) Can provide adequate credit references from a commercial credit source.

(2) Customers other than residential may provide, but are not limited to, the following credit information:

(a) References from previous utility.

(b) Banking references.

(c) Financial statements.

(d) Reports from commercial credit sources.

2. Company may require a security deposit or other guarantee as a condition of continued service due to any of the following:

a. The service of the customer has been discontinued by the Company for nonpayment of a delinquent account not in dispute.

b. In an unauthorized manner, the customer interfered with or diverted the service of the Company on or about or delivered to the customer's premises.

c. A residential customer has failed to pay an undisputed bill before the delinquency date for five billing periods out of twelve consecutive billing periods. During the period defined in the Cold Weather Rule, deposits for electric service assessed because of discontinuance for non-payment or for excessive late payments may be paid by installments over a six-month period unless the Company can show a likelihood that the customer does not intend to pay for [*118] continued service. The Company shall not assess new deposits nor bill previously assessed deposits during the cold weather period to those customers who enter into a settlement agreement and make timely payments in accordance with the Cold Weather Rule.

d. A customer other than residential has failed to pay an undisputed bill before the delinquency date for two billing periods out of six consecutive billing periods.

3. No deposit shall be required by the Company because of a customer's race, sex, creed, national origin, marital status, age, number of dependents, source of income, or geographical area of residence.

(a) Initially, make two or more phone call attempts with mailing of the disconnect notice.

(b) Mail a copy of the disconnect notice to a designated third party if customer's registration so stipulates.

(c) Make personal contact on the premises with some member of the family above the age of fifteen (15) years immediately preceding the discontinuance of service.

* Minimum billing demand applies to facilities charge only

f. Procedures at Discontinuance

When the Company goes to a customer's premises to discontinue service, the Company shall leave a notice stating that such customer may be eligible to receive financial assistance [*119] in paying the bill from the Division of Family Services or other assistance from social service or charitable organizations that have notified the Company that they render such assistance, and the Company shall provide a list of those organizations to the customer.

7. Exceptions to Rules:

Notwithstanding any other provision of these rules, Company may discontinue any service temporarily for reasons of maintenance, health, safety or a state of emergency.

8. Manner of Discontinuance:

Immediately preceding the discontinuance of service, an employee of the Company designated to perform such function shall, except in individual situations where the safety of the employee is a consideration, make a reasonable effort to contact and identify himself to the customer or responsible person then upon the premises and shall announce the purpose of his presence. The employee shall be authorized to accept payment due on the account and shall not discontinue service if the customer then and there renders payment of such account together with a charge of Thirteen Dollars (\$ 13.00) for sending the employee to the premises. When service is discontinued, the employee will leave a notice upon [*120] the premises in a manner conspicuous to the customer that service has been discontinued and the address and telephone number of the Company where the customer may arrange to have service restored.

9. Reconnection of Service:

Upon the customer's request, Company will restore service promptly when the cause of discontinuance of service has been eliminated, applicable restoration charges paid, and, if required, satisfactory credit arrangements have been made. At all times, a reasonable effort shall be made to restore service upon the day restoration is requested, and in any event, restoration shall be made no later than the next working day following the day requested by the customer. The Company will charge the customer a reconnection fee of Twenty-five Dollars (\$ 25.00) during normal working hours and Fifty Dollars (\$ 50.00) after normal working hours. If discontinuance was caused by diversion, the cost of any facility or changes Company deems necessary or appropriate in order to prevent possible future diversion of energy by customer may have to be paid for by customer.

D. Settlement Agreements

1. When Company and customer arrive at a mutually satisfactory settlement of any [*121] dispute or the customer does not dispute liability to the Company but claims inability to pay the outstanding bill in full, Company and the customer may enter into a settlement agreement. A settlement agreement which extends beyond sixty (60) days shall be in writing and mailed or otherwise delivered to the customer.

2. Every settlement agreement resulting from the customer's inability to pay the outstanding bill in full shall provide that service will not be discontinued if the customer pays the amount of the outstanding bill specified in the agreement and agrees to pay a reasonable portion of the remaining outstanding balance in installments until the bill is paid. For purposes of determining reasonableness, the parties will consider the following: the size of the delinquent account; the customer's ability to pay; the customer's payment history; the time that the debt has been outstanding; the reasons why debt has been outstanding; and, any other relevant factors relating to the customer's service.

DATE ● OF ISSUE

ISSUED BY M. W. MCKINNEY, Vice President, Joplin, M●

DATE EFFECTIVE

RESIDENTIAL SERVICE

1994 Mo. PSC LEXIS 16, *121

EXAMPLE RATES & REVENUE CALCULATION AT \$ 6,000,000 INCREASE IN REQUIRED [*122] FIRM RATE REVENUES

RG	UNITS	RATES	REVENUES
CUSTOMER CHARGE:			
SUMMER BILLS	372,351	\$ 7.00	\$ 2,606,455
WINTER BILLS	740,963	\$ 7.00	\$ 5,186,740
TOTAL BILLS	1,113,314		\$ 7,793,195
ENERGY CHARGE:			
SUMMER			
ALL SUMMER KWHS	405,714,007	\$ 0.0570	\$ 23,131,621
WINTER			
FIRST 600 KWH	361,264,117	\$ 0.0570	\$ 20,597,328
OVER 600 KWH	362,723,998	\$ 0.0335	\$ 12,162,903
WINTER KWHS	723,988,114		\$ 32,760,231
TOTAL KWHS	1,129,702,121		\$ 55,891,852
TOTAL REVENUE			\$ 63,685,047

RESIDENTIAL RATE DESIGN

\$ 7.00 Customer Charge.

Flat summer energy charge.

First 600 KWH winter energy charge equal to summer rate.

Summer - winter average rate differential is 26.00%.

RESIDENTIAL OPTIONAL TIME-OF-USE RATES

EXAMPLE RATES & REVENUE CALCULATION AT \$ 5,000,000 INCREASE IN REQUIRED FIRM RATE REVENUES

RTU	UNITS	RATES	REVENUES
CUSTOMER CHARGE:		\$ 17.00	Covers Additional
ALL T-D BILLS	XXX	\$ 10.00	Metering Costs
SUMMER BILLS	372,351	\$ 7.00	\$ 2,606,455
WINTER BILLS	740,963	\$ 7.00	\$ 5,186,740
TOTAL BILLS	1,113,314		\$ 7,793,195
SUMMER			
PEAK KWH's	111,639,996	\$ 0.1003	\$ 11,193,336
SHOULDER KWH's	142,525,350	\$ 0.0486	\$ 6,928,632
OFF-PEAK KWH's	151,548,661	\$ 0.0399	\$ 6,040,590
SUMMER KWH's	405,714,007		\$ 24,162,558

RTU	UNITS	RATES	REVENUES
WINTER			
PEAK KWH's	371,436,936	\$ 0.0524	\$ 19,453,352
OFF-PEAK KWH's	352,551,178	\$ 0.0348	\$ 12,275,942
WINTER KWH's	723,988,114		\$ 31,729,294
TOTAL KWH's	1,129,702,121		\$ 55,891,852
TOTAL REVENUE			\$ 63,685,047

(excluding additional metering costs)

[*123]

T-O-U PERIODS	PEAK	SHOULDE
		8:00 AM TO NOON
SUMMER-WEEKDAYS	NOON TO 7:00 PM	7:00 PM TO 10:00 PM
SUMMER-WEEKENDS		NOON TO 5:00 PM
WINTER-WEEKDAYS	8:00 AM TO 10:00 PM	
WINTER-WEEKENDS		

T-O-U PERIODS	OFF-PEAK
SUMMER-WEEKDAYS	10:00 PM TO 9:00 AM
SUMMER-WEEKENDS	9:00 PM TO NOON
WINTER-WEEKDAYS	10:00 PM TO 8:00 AM
WINTER-WEEKENDS	ALL HOURS

RESIDENTIAL T-O-U RATE DESIGN

\$ 17.00 Customer Charge which includes the regular \$ 7.00 residential customer charge plus \$ 10.00 for additional t-o-u metering costs.

Energy charges proportional to the above rates.

COMMERCIAL SERVICE

EXAMPLE RATES & REVENUE CALCULATION AT \$ 5,000,000 INCREASE IN REQUIRED FIRM RATE REVENUES

CB	UNITS	RATE	REVENUES
CUSTOMER CHARGE:			

CB	UNITS	RATE	REVENUES
SUMMER BILLS	52,303	\$ 10.00	\$ 523,034
WINTER BILLS	103,293	\$ 10.00	\$ 1,032,925
TOTAL BILLS	155,596		\$ 1,555,960
ENERGY CHARGE:			
SUMMER			
ALL SUMMER KWH	91,499,737	\$ 0.0664	\$ 6,077,524
WINTER			
FIRST 700 KWH	43,024,253	\$ 0.0664	\$ 2,857,723
OVER 700 KWH	91,743,990	\$ 0.0463	\$ 4,246,618
WINTER KWH	134,768,243		\$ 7,104,341
TOTAL KWH	226,267,980		\$ 13,181,865
MUNI LIMITER			
SUMMER			
BILLED KWH	186,028	\$ 0.0588	\$ 10,938
UNBILLED KWH	116,186	0	\$ 0
WINTER			
BILLED KWH	391,746	\$ 0.0588	\$ 23,035
UNBILLED KWH	236,745	0	\$ 0
TOTAL MUNI LIMITER	930,705		\$ 33,973
TOTAL	227,198,685		\$ 14,771,798

[*124]

SGS RATE DESIGN

Rate CB

\$ 10.00 Customer Charge.

Flat summer energy charge.

First 700 kWh winter energy charge equal to summer rate.

Summer - winter average rate differential is 26.00%.

Revenue Requirement increases (decreases) at rate of \$ 743.67 per \$ 1,000.00 increase (decrease) in SGS revenue requirement.

SMALL HEATING SERVICE

EXAMPLE RATES & REVENUE CALCULATION AT \$ 5,000,000 INCREASE IN REQUIRED FIRM RATE REVENUES

SH	UNITS	RATE	REVENUES
CUSTOMER CHARGE:			

1994 Mo. PSC LEXIS 16, *124

SH	UNITS	RATE	REVENUES
SUMMER BILLS	9,839	\$ 10.00	\$ 98,386
WINTER BILLS	19,568	\$ 10.00	\$ 195,676
TOTAL BILLS	29,406		\$ 294,062
ENERGY CHARGE:			
SUMMER			
ALL SUMMER KWH	32,432,511	\$ 0.0664	\$ 2,154,207
WINTER			
FIRST 700 KWH	11,759,591	\$ 0.0664	\$ 781,086
OVER 700 KWH	50,871,932	\$ 0.0346	\$ 1,757,979
WINTER KWH	62,631,523		\$ 2,539,065
TOTAL KWH	95,064,034		\$ 4,693,272
MUNI LIMITER			
SUMMER			
BILLED KWH	148	\$ 0.0588	\$ 9
UNBILLED KWH	651	0	\$ 0
WINTER			
BILLED KWH	425	\$ 0.0588	\$ 25
UNBILLED KWH	1,678	0	\$ 0
TOTAL MUNI LIMITER	2,902		\$ 34
TOTAL	95,066,936		\$ 4,987,367

SGS RATE DESIGN

Rate SH

\$ 10.00 Customer Charge.

Flat summer energy charge equal to CB rate.

First [*125] 700 KWH winter energy charge equal to summer rate.

Revenue Requirement increases (decreases) at rate of \$ 251.08 per \$ 1,000.00 increase (decrease) in SGS revenue requirement.

GENERAL POWER SERVICE

EXAMPLE RATES & REVENUE CALCULATION AT \$ 5,000,000 INCREASE IN REQUIRED FIRM RATE REVENUES

GP	UNITS	RATE	REVENUES
CUSTOMER CHARGE:			
SUMMER BILLS	3,659	\$ 36.31	\$ 132,852
WINTER BILLS	7,481	\$ 36.31	\$ 271,652
TOTAL BILLS	11,140		\$ 404,504

1994 Mo. PSC LEXIS 16, *125

GP	UNITS	RATE	REVENUES
DEMAND CHARGE:			
SUMMER KW	510,517	\$ 4.72	\$ 2,407,716
WINTER KW	934,831	\$ 3.84	\$ 3,591,503
TOTAL KW	1,445,347		\$ 5,999,219
PRIMARY DISCOUNT			
SUMMER KW	51,990	(\$ 0.623)	(\$ 32,390)
WINTER KW	106,270	(\$ 0.623)	(\$ 66,206)
TOTAL KW	158,260		(\$ 98,596)
ENERGY CHARGE:			
SUMMER			
FIRST 150 HU	79,366,342	\$ 0.0512	\$ 3,755,844
NEXT 200 HU	76,985,406	\$ 0.0324	\$ 2,494,282
OVER 350 HU	38,154,071	\$ 0.0290	\$ 1,107,703
SUMMER KWH	188,505,819		\$ 7,357,828
WINTER			
FIRST 150 HU	134,468,185	\$ 0.0295	\$ 3,986,322
NEXT 200 HU	127,453,064	\$ 0.0285	\$ 3,637,627
OVER 350 HU	46,839,736	\$ 0.0279	\$ 1,305,790
WINTER KWH	308,760,984		\$ 8,929,739
TOTAL KWH	497,266,803		\$ 16,287,567
MUNI LIMITER	214,805	\$ 0.0588	\$ 12,631
TOTAL	497,481,608 KWH		\$ 22,605,325

[*126]

LGS RATE DESIGN

Rate GP

\$ 36.31 Customer Charge.

\$ 0.623 per KW primary discount.

Demand/Energy/ Energy block rate relationships as in above example, i.e., rates are to be adjusted to the final revenue requirement target by factoring the above demand and energy rates only.

A single factor is to be applied to GP, TEB and LPS rates to reach the combined LGS & LPS revenue target.

Billing units at Secondary Voltage

LARGE POWER SERVICE

1994 Mo. PSC LEXIS 16, *126

EXAMPLE RATES & REVENUE CALCULATION AT \$ 5,000,000 INCREASE IN REQUIRED FIRM RATE REVENUES

LP	UNITS	RATE	REVENUES
CUSTOMER CHARGE:			
SUMMER BILLS	152	\$ 133.58	\$ 20,304
WINTER BILLS	302	\$ 133.58	\$ 40,288
TOTAL BILLS	454		\$ 60,592
DEMAND CHARGE:			
SUMMER KW	357,811	\$ 7.69	\$ 2,750,799
WINTER KW	652,464	\$ 4.22	\$ 2,753,935
TOTAL KW	1,010,275		\$ 5,504,734
SECONDARY ADDER			
SUMMER KW	33,329	\$ 0.605	\$ 20,164
WINTER KW	62,911	\$ 0.605	\$ 38,061
TOTAL KW	96,240		\$ 58,225
ENERGY CHARGE:			
SUMMER			
FIRST 150 HU	53,187,255	\$ 0.0303	\$ 1,613,999
NEXT 200 HU	69,235,567	\$ 0.0303	\$ 2,100,995
OVER 350 HU	52,187,903	\$ 0.0157	\$ 820,824
SUMMER KWH	174,610,725		\$ 4,535,918
WINTER			
FIRST 150 HU	94,544,639	\$ 0.0267	\$ 2,527,338
NEXT 200 HU	120,232,905	\$ 0.0267	\$ 3,214,029
OVER 350 HU	78,429,594	\$ 0.0149	\$ 1,164,892
WINTER KWH	293,207,138		\$ 6,906,060
TOTAL KWH	467,817,863		\$ 11,441,978
MUNI LIMITER	0	\$ 0.0588	\$ 0
TOTAL	467,817,863 KWH		\$ 17,065,529

[*127]

LPS RATE DESIGN

Rate LPS

\$ 133.58 Customer Charge.

\$ 0.605 per KW primary discount.

1994 Mo. PSC LEXIS 16, *127

Demand/Energy/ Energy block rate relationships as in above example, i.e., rates are to be adjusted to the final revenue requirement target by factoring the above demand and energy rates only.

A single factor is to be applied to GP, TEB and LPS rates to reach the combined LGS & LPS revenue target.

Billing units at Primary Voltage

FEED MILL & GRAIN ELEVATOR SERVICE

EXAMPLE RATES & REVENUE CALCULATION AT \$ 5,000,000 INCREASE IN REQUIRED FIRM RATE REVENUES

PFM	UNITS	RATE	REVENUES
CUSTOMER CHARGE:			
SUMMER BILLS	93	\$ 15.00	\$ 1,397
WINTER BILLS	191	\$ 15.00	\$ 2,868
TOTAL BILLS	284		\$ 4,265
ENERGY CHARGE:			
SUMMER			
ALL SUMMER KWH	416,416	\$ 0.0847	\$ 35,259
WINTER			
FIRST 700 KWH	113,910	\$ 0.0847	\$ 9,645
OVER 700 KWH	667,185	\$ 0.0590	\$ 39,368
WINTER KWH	781,095		\$ 49,013
TOTAL KWH	1,197,511		\$ 84,272
MUNI LIMITER			
SUMMER			
BILLED KWH	0	\$ 0.0588	\$ 0
UNBILLED KWH	0	0	\$ 0
WINTER			
BILLED KWH	0	\$ 0.0588	\$ 0
UNBILLED KWH	0	0	\$ 0
TOTAL MUNI LIMITER	0		\$ 0
TOTAL	1,197,511		\$ 88,537

SGS RATE DESIGN

Rate PFM

\$ 15.00 Customer Charge. [*128]

Energy charges proportional to CB rates.

Revenue Requirement increases (decreases) at rate of \$ 4.46 per \$ 1,000.00 increase (decrease) in SGS revenue requirement.

TOTAL ELECTRIC BUILDING SERVICE

1994 Mo. PSC LEXIS 16, *128

EXAMPLE RATES & REVENUE CALCULATION AT \$ 5,000,000 INCREASE IN REQUIRED FIRM RATE REVENUES

TEB	UNITS	RATE	REVENUES
CUSTOMER CHARGE:			
SUMMER BILLS	1,856	\$ 36.31	\$ 67,396
WINTER BILLS	3,717	\$ 36.31	\$ 134,963
TOTAL BILLS	5,573		\$ 202,359
DEMAND CHARGE:			
SUMMER KW	198,631	\$ 2.89	\$ 573,456
WINTER KW	459,322	\$ 2.35	\$ 1,080,236
TOTAL KW	657,953		\$ 1,653,692
PRIMARY DISCOUNT			
SUMMER KW	0	(\$ 0.623)	\$ 0
WINTER KW	0	(\$ 0.623)	\$ 0
TOTAL KW	0		\$ 0
ENERGY CHARGE:			
SUMMER			
FIRST 150 HU	28,279,019	\$ 0.0585	\$ 1,654,501
NEXT 200 HU	24,747,939	\$ 0.0370	\$ 916,364
OVER 350 HU	4,565,023	\$ 0.0332	\$ 151,467
SUMMER KWH	57,591,981		\$ 2,722,331
WINTER			
FIRST 150 HU	64,525,746	\$ 0.0306	\$ 1,977,101
NEXT 200 HU	38,599,908	\$ 0.0289	\$ 1,116,841
OVER 350 HU	3,805,129	\$ 0.0279	\$ 106,079
WINTER KWH	106,930,782		\$ 3,200,020
TOTAL KWH	164,522,763		\$ 5,922,352
MUNI LIMITER	3,683	\$ 0.0588	\$ 217
TOTAL	164,526,446 KWH		\$ 7,778,619

[*129]

LGS RATE DESIGN

Rate TEB

\$ 36.31 Customer Charge.

\$ 0.623 per KW primary discount.

Demand/Energy/ Energy block rate relationships as in above example, i.e., rates are to be adjusted to the final revenue requirement target by factoring the above demand and energy rates only.

A single factor is to be applied to GP, TEB and LPS rates to reach the combined LGS & LPS revenue target.

Billing units at Secondary Voltage

SMALL GENERAL SERVICE OPTIONAL TIME-OF-USE RATES

EXAMPLE RATES & REVENUE CALCULATION AT \$ 5,000,000 INCREASE IN REQUIRED FIRM RATE REVENUES

UNITS			
SGTU	(CB + SH)	RATES	REVENUES
SINGLE-PHASE CUSTOMER CHARGE		\$ 20.00	Covers Additional
T-D BILLS	XXX	\$ 10.00	Metering Costs
SUMMER BILLS	43,485	\$ 10.00	\$ 434,853
WINTER BILLS	85,974	\$ 10.00	\$ 859,742
TOTAL BILLS	129,459		\$ 1,294,595
THREE-PHASE CUSTOMER CHARGE		\$ 25.00	Covers Additional
T-D BILLS	XXX	\$ 10.00	Metering Costs
SUMMER BILLS	18,657	\$ 15.00	\$ 279,851
WINTER BILLS	36,886	\$ 15.00	\$ 553,289
TOTAL BILLS	55,543		\$ 833,140
SUMMER			
PEAK KWH's	38,728,084	\$ 0.0995	\$ 3,852,307
SHOULDER KWH's	41,757,824	\$ 0.0609	\$ 2,544,392
OFF-PEAK KWH's	44,872,621	\$ 0.0475	\$ 2,130,634
SUMMER KWH's	125,358,529		\$ 8,527,334
WINTER			
PEAK KWH's	121,496,681	\$ 0.0464	\$ 5,642,695
OFF-PEAK KWH's	78,321,393	\$ 0.0442	\$ 3,461,402
WINTER KWH's	199,818,075		\$ 9,104,096
TOTAL KWH's	325,176,604		\$ 17,631,430
TOTAL REVENUE			\$ 19,759,165

(excluding additional metering costs)

[*130]

T-O-U PERIODS	PEAK	SHOULDER
		8:00 AM TO NOON
SUMMER-	NOON TO 7:00 PM	7:00 PM TO 10:00 PM

T-O-U PERIODS	PEAK	SHOULDER
WEEKDAYS		
SUMMER- WEEKENDS		NOON TO 9:00 PM
WINTER-WEEKDAYS	8:00 AM TO 10:00 PM	
WINTER-WEEKENDS		

T-O-U PERIODS	OFF-PEAK
SUMMER- WEEKDAYS	10:00 PM TO 9:00 AM
SUMMER- WEEKENDS	9:00 PM TO NOON
WINTER-WEEKDAYS	10:00 PM TO 8:00 AM
WINTER-WEEKENDS	ALL HOURS

SMALL GENERAL SERVICE T-O-U RATE DESIGN

\$ 20.00 Single-Phase or \$ 25.00 Three-Phase Customer Charge, (includes \$ 10.00 for additional t-o-u metering costs)

Energy charges proportional to the above rates.

LARGE GENERAL SERVICE

OPTIONAL LGS TIME-OF-DAY RATE EXAMPLE

	SUMMER	WINTER
Customer Charge	\$ 50.00 per month	\$ 50.00 per month
Facilities Charge: *		
Secondary	\$ 0.623 per kW	\$ 0.623 per kW
Primary	\$ 0.000 per kW	\$ 0.000 per kW
Energy Charge:		
Peak Period		
Demand *	\$ 4.09 per kW	\$ 3.22 per kW
Energy	\$ 0.0555 per kWh	\$ 0.0272 per kWh
Shoulder Period	\$ 0.0350 per kWh	\$ 0.0000 per kWh
Off-Peak Period	\$ 0.0274 per kWh	\$ 0.0256 per kWh

LGS TIME-OF-DAY RATE DESIGN

[*131] LGS TOD

\$ 50.00 Customer Charge

\$ 0.623 per KW facilities charge for secondary service

TOD energy charges will be factored by the same factor applied to the GP, TEB and LPS general application rates to reach the combined LGS & LPS revenue target.

On-peak demand charges will be calculated as the demand charge on the GP general application tariff less \$ 0.623.

Billing units at secondary voltage.

LARGE POWER SERVICE

OPTIONAL LPS TIME-OF-DAY RATE EXAMPLE

	SUMMER	WINTER
Customer Charge	\$ 133.58 per month	\$ 133.58 per month
Facilities Charge: *		
Secondary	\$ 0.605 per kW	\$ 0.605 per kW
Primary	\$ 0.000 per kW	\$ 0.000 per kW
Energy Charge:		
Peak Period		
Demand *	\$ 7.69 per kW	\$ 4.22 per kW
Energy	\$ 0.0473 per kWh	\$ 0.0234 per kWh
Shoulder Period	\$ 0.0305 per kWh	\$ 0.0000 per kWh
Off-Peak Period	\$ 0.0236 per kWh	\$ 0.0220 per kWh

LPS TIME-OF-DAY RATE DESIGN

LPS TOD

\$ 133.58 Customer Charge

\$ 0.605 per KW facilities charge for secondary service

TOD energy charges will be factored by the same factor applied to the GP, TEB and LPS general application [*132] rates to reach the combined LGS & LPS revenue target.

On-peak demand charges will be calculated as the demand charge on the LPS general application tariff.

Billing units at primary voltage.

SPECIAL TRANSMISSION SERVICE

EXAMPLE RATES & REVENUE CALCULATION AT \$ 5,000,000 INCREASE IN REQUIRED FIRM RATE REVENUES

* Minimum billing demand applies to facilities charge only

1994 Mo. PSC LEXIS 16, *132

ST	UNITS	RATE	REVENUES
CUSTOMER CHARGE:			
BILLS	24	\$ 133.58	\$ 3,206
SUMMER KWH			
peak	7,794,277	\$ 0.0239	\$ 186,283
shoulder	10,838,833	\$ 0.0190	\$ 205,938
off-peak	19,442,184	\$ 0.0143	\$ 278,023
WINTER KWH			
peak	33,683,977	\$ 0.0165	\$ 555,786
off-peak	36,911,599	\$ 0.0135	\$ 498,307
TOTAL KWH	108,670,871		\$ 1,724,336
SUMMER PEAK KW	61,146	\$ 11.78	\$ 720,216
WINTER PEAK KW	115,923	\$ 8.00	\$ 927,271
TOTAL PEAK KW	177,069		\$ 1,647,487
SUBSTATION KW	86,325	\$ 0.25	\$ 21,581
REVENUES			\$ 3,396,611

T-O-U PERIODS	PEAK	SHOULDER
		8:00 AM TO NOON
SUMMER-WEEKDAYS	NOON TO 7:00 PM	7:00 PM TO 10:00 PM
SUMMER-WEEKENDS		NOON TO 9:00 PM
WINTER-WEEKDAYS	6:00 AM TO 10:00 PM	
WINTER-WEEKENDS		

T-O-U PERIODS	OFF-PEAK
SUMMER-WEEKDAYS	10:00 PM TO 9:00 AM
SUMMER-WEEKENDS	9:00 PM TO NOON
WINTER-WEEKDAYS	10:00 PM TO 6:00 AM
WINTER-WEEKENDS	ALL HOURS

[*133]

SPECIAL TRANSMISSION SERVICE T-O-U RATE DESIGN

Customer Charge same as Large Power Customer Charge.

Staff's Marginal Cost based T-O-D energy rates.

Summer - winter differential on demand charge of 47.25%.

Substation charge of \$ 0.25 per KW.

Billing units at Transmission Voltage.

MISCELLANEOUS SERVICE

EXAMPLE RATES & REVENUE CALCULATION AT \$ 5,000,000 INCREASE IN REQUIRED FIRM RATE REVENUES

MS	UNITS	RATE	REVENUES
CUSTOMER CHARGE:			
SUMMER BILLS	4	\$ 10.00	\$ 42
WINTER BILLS	8	\$ 10.00	\$ 82
TOTAL	12		\$ 124
ENERGY CHARGE:			
ALL KWH	328,593	\$ 0.0472	\$ 15,524
MUNI LIMITER			
SUMMER			
BILLED KWH	0	\$ 0.0588	\$ 0
UNBILLED KWH	0	0	\$ 0
WINTER			
BILLED KWH	0	\$ 0.0588	\$ 0
UNBILLED KWH	0	0	\$ 0
TOTAL MUNI LIMITER	0		\$ 0
TOTAL	328,593		\$ 15,648

SGS RATE DESIGN

Rate MS

\$ 10.00 Customer Charge.

Flat energy charge.

Revenue Requirement increases (decreases) at rate of \$ 0.79 per \$ 1,000.00 increase (decrease) in SGS revenue requirement.

APPENDIX B

Acct. #	Description	Depr. Rate
---------	-------------	------------

1994 Mo. PSC LEXIS 16, *133

Acct. #	Description	Depr. Rate
Production - Riverton - Steam		
311.200	Structures & Improvements	2.0500
312.200	Boiler Plant Equipment	2.7700
314.200	Turbogenerator Units	1.7900
315.200	Accessory Electric Equipment	1.9800
316.200	Miscellaneous Power Plant Equipment	2.0200
Production - Asbury - Steam		
311.300	Structures & Improvements	2.1500
312.300	Boiler Plant Equipment	2.9100
312.700	Unit Train	5.6700
314.300	Turbogenerator Units	2.6000
315.300	Accessory Electric Equipment	2.1000
316.300	Miscellaneous Power Plant Equipment	2.1000
Production - Iatan - Steam		
311.600	Structures & Improvements	3.3500
312.600	Boiler Plant Equipment	4.1900
312.500	Unit Train	5.6700
314.600	Turbogenerator Units	3.0000
315.600	Accessory Electric Equipment	3.1800
316.600	Miscellaneous Power Plant Equipment	2.9400
Production - Ozark Beach - Hydro		
331.300	Structures & Improvements	1.9800
332.300	Reservoirs, Dams & Waterways	1.9000
335.300	Miscellaneous Power Plant Equipment	2.1000
Production - Riverton - CT		
341.200	Structures & Improvements	3.0200
342.200	Fuel Holders, Producers & Access.	3.7100
343.200	Prime Movers	3.4000
344.200	Generators	3.1000
345.200	Accessory Electric Equipment	3.4400
346.200	Miscellaneous Power Plant Equipment	3.8600
Production - Energy Center - CT		
341.300	Structures & Improvements	3.1600
342.300	Fuel Holders, Producers & Access.	3.7100
343.300	Prime Movers	3.4400
344.300	Generators	3.1600

1994 Mo. PSC LEXIS 16, *133

Acct. #	Description	Depr. Rate
345.300	Accessory Electric Equipment	3.4400
346.300	Miscellaneous Power Plant Equipment	3.8600
Transmission Plant		
352.000	Structures & Improvements	1.5800
353.000	Station Equipment	2.5700
354.000	Towers & Fixtures	1.5600
355.000	Poles & Fixtures	2.7100
356.000	Overhead Conductors & Devices	2.2500
Distribution Plant		
361.000	Structures & Improvements	2.2500
362.000	Station Equipment	3.0000
364.000	Poles, Towers & Fixtures	4.2500
365.000	Overhead Conductors & Devices	2.8700
366.000	Underground Conduit	3.9600
367.000	Underground Conduit & Devices	4.1900
368.000	Line Transformers	2.8200
369.000	Services	4.1900
370.000	Meters	2.6300
371.000	Installation on Customers' Premises	5.8200
373.000	Street Lighting & Signal Systems	2.4800
General Plant		
390.000	Structures & Improvements	4.6800
391.000	Office Furniture & Equipment	4.6700
392.000	Transportation Equipment	9.0000
393.000	Stores Equipment	4.5700
394.000	Tools, Shop & Garage Equipment	3.6700
395.000	Laboratory Equipment	3.0000
396.000	Power Operated Equipment	6.7100
397.000	Communication Equipment	4.7600
398.000	Miscellaneous Equipment	3.8800

[*134]

MO Public Service Commission Decisions

 End of Document