

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

P.S.C. Mo. No. 6 Sec. 4 1 Revised Sheet No. 7

Cancelling P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 7

For ALL TERRITORY

RENEWABLE ENERGY PURCHASE PROGRAM  
SCHEDULE REP

PURPOSE:

The purpose of this REP Schedule ("Schedule") is to offer non-residential customers the opportunity to offset the carbon emissions of up to 100% of their electricity consumption through the purchase of renewable energy certificates ("RECs"). Except as otherwise provided herein, all RECs provided under this schedule will be associated with the renewable energy production of the Kings Point, North Fork Ridge, and Neosho Ridge wind facilities owned by the Company ("Wind Facilities").

AVAILABILITY:

This Schedule is available to any customer currently served on one of the following rate schedules and who purchases their electricity from the Company:

<u>Service</u>	<u>Rate Schedules</u>
Small General Service	NS-GS, TC-GS, TP-GS
Large General Service	NS-LG, TC-LG
Small Primary Service	NS-SP, TC-SP
Large Power Service	LP

Participation in this Schedule is limited to a maximum of 15% of the RECs expected from the Wind Facilities. If the total annual enrolled consumption of customers participating in this Schedule equals or exceeds the RECs available for purchase under this Schedule, this Schedule will be closed to new participants. The Company will provide an annual review of the demand and availability of RECs under this schedule and adjust the availability of RECs under this schedule accordingly. In an event, outside of the Company's control, that insufficient RECs are unavailable in a calendar year to meet the annual requirements of agreements under this schedule, the Company will provide replacement RECs from an equivalent alternative source. In the event a permanent change in available RECs, the Company will initiate a modification or cancellation of this Schedule and the associated Renewable Energy Purchase Agreements.

Each REC purchased is the equivalent of 1,000 kWh of electricity consumption. A customer may purchase RECs, in whole increments, equivalent to a percentage of their total monthly billed consumption. A customer may only purchase RECs in increments of 25%, 50%, 75%, or 100% of their total electricity consumption.

All RECs purchased through this Schedule will be retired by the Company on the customer's behalf. The Company will provide an annual attestation to each participant of all RECs retired on that customer's behalf. Such attestation will be provided to participants by February 1 and will reflect all RECs retired on the customers behalf during the previous calendar year.

RATE:

A customer taking service under this Schedule will be responsible for all charges and rates specified in the customer's otherwise applicable rate schedule. All terms and conditions of the otherwise applicable rate schedule, including payment terms, must be adhered to.

The rate will be updated on an annual basis. The rate for the RECs supplied under this Schedule will be calculated as the average weighted price for the Company's REC sales for the previous calendar year, beginning 12-months ending December 31, 2021. Subsequent and updated REC rates will be submitted as revisions to this Schedule by February 1<sup>st</sup> each year and shall become effective upon approval with the first billing cycle in April.

DATE OF ISSUE May 2, 2022 DATE EFFECTIVE June 1, 2022

ISSUED BY Charlotte Emery, Director Rates and Regulatory Affairs, Joplin, MO

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

P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 7a

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RENEWABLE ENERGY PURCHASE PROGRAM  
SCHEDULE REP

REC Rate per 1,000 kWh  
\$4.55

On a quarterly basis, the Company shall perform a review of the previous three months' average weighted price ("Quarterly Review") for the Company's REC sales to the schedule's REC Rate. If the REC Rate is outside a five percent threshold as compared to the Quarterly Review, the REC Rate will be recalculated as the weighted average price for the most recent 12-month ending period. This updated REC Rate shall become effective with the first billing cycle of the following month.

Proceeds from the sale of RECs, net of any transaction costs, will be credited to customers through the Company's fuel adjustment clause rider.

SPECIAL TERMS AND PROVISIONS:

1. A customer must execute a REP service agreement which provides for the purchase of RECs associated with the Wind Facilities. The customer will be responsible for all the costs associated with such agreement up to a specified electricity percentage not to exceed the customer's total electricity consumption.
2. In an event, outside of the Company's control, that insufficient RECs are produced by the Wind Facilities in a calendar year to meet the annual requirements of agreements under this schedule, the Company will provide replacement RECs from an equivalent alternative source. In the event a permanent change in available RECs through the Wind Facilities, the Company will initiate a modification or cancellation of this Schedule and the associated Renewable Energy Purchase Agreements.
3. The term of the REP service agreement is a minimum of one year. The REP service agreement shall be automatically renewed at the end of each term unless termination of the agreement is requested with at least 30 days' written notice from the customer. In the event this schedule is no longer effective, the REP service agreement will be terminated.
4. A new or existing customer taking service from the eligible rate schedules ("eligible accounts") with multiple eligible accounts may aggregate any – up to all – of its eligible accounts under a single REP service agreement with the Company.
5. New or existing customers belonging to the eligible rate schedules will not be allowed to aggregate with other customers under a single REP service agreement.

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P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 7b

Cancelling P.S.C. Mo. No. \_\_\_\_\_ Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_

For ALL TERRITORY

**RENEWABLE ENERGY PURCHASE PROGRAM  
SCHEDULE REP**

**Renewable Energy Purchase Agreement**

This Renewable Energy Purchase Agreement (this "Agreement") is made and entered into as of \_\_\_\_\_, 20\_\_ by and between The Empire District Electric Company d/b/a Liberty ("Liberty"), whose mailing address is 602 S. Joplin Avenue, Joplin, MO 64802, and the Customer identified as follows ("Customer").

Customer Name: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Service Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

WITNESSETH:

WHEREAS, The Company desires to sell and the Customer desires to purchase Renewable Energy Certificates ("RECs") representing the renewable attributes of wind energy generated at one or more of the Company's Neosho Ridge, Kings Point, or North Fork Ridge wind facilities ("Wind Facilities").

NOW THEREFORE, the Company and the Customer mutually agree as follows:

1. The Customer acknowledges and agrees that all the Special Terms and Provisions of Schedule REP and the General Terms and Conditions of the Company's tariff apply to participation in Liberty's Renewable Energy Purchase Program.
2. Subscription Level. The Customer agrees to purchase RECs equivalent to 25 / 50 / 75 / 100 (select one) percent of the Customer's monthly consumption. Each REC shall represent 1,000 kWh of electric energy.
3. The Company agrees to retire RECs purchased under this agreement on the Customer's behalf. The Company shall provide, by February 1st each year, an attestation of RECs retired on the Customer's behalf during the previous calendar year.
4. The Participant shall pay the effective REC Rate per 1,000 kWh as per Schedule REP for each REC purchased under this agreement.
5. The initial term of this Agreement is for ONE YEAR. The Agreement shall be automatically renewed at the end of each term unless termination of the Agreement is requested with at least 30 days' written notice from the Customer to the Company. In the event the REP schedule is no longer effective, this agreement will terminate.

**Liberty:**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Participant:**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_

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