

THE EMPIRE DISTRICT ELECTRIC COMPANY d/b/a LIBERTY

P.S.C. Mo. No. 6 Sec. 3 2nd Revised Sheet No. 10

Canceling P.S.C. Mo. No. 6 Sec. 3 1st Revised Sheet No. 10

For ALL TERRITORY

RESIDENTIAL SMART CHARGE PILOT PROGRAM - FROZEN
SCHEDULE RG-SCPP

AVAILABILITY:

Upon the effective date of this schedule, no new customers may be enrolled in this program in accordance with the decision and order by the Missouri Public Service Commission. Any customers who were already enrolled in the program before this date will continue to be supported by the Company per their original terms of participation. Enrollment will be restricted solely to those residential customers who have executed the Program Participation Agreement prior to the effective date. This Schedule RG-SCPP is available to residential customers currently receiving permanent, metered electric service at a single-family residence or a multi-family (e.g. duplex) residence that the Company deems suitable for the purposes of limiting access to the charging equipment to the participant's EV(s) only, provided that they have been invited to and executed the program Participation Agreement. Participation in this program will be limited to a total of five hundred (500) participants and will be available for a term of five years. This schedule is available beginning October 15, 2022 to existing or new residential customers, and is only available for customers who remain on time-varying rates for their household consumption (e.g. Time Choice Residential Rate Plan – Schedule RG-TC). New installations under this program shall not be available during program Year 5. To maintain eligibility for this program, customers must remain on one of the time-varying rate options for their general household consumption, as applicable to residential customers over the course of the program.

MONTHLY RATES:	Summer Season	Winter Season
Customer Access Charge.....	\$13.00	\$13.00
RSCPP Operations Fee	\$11.71	\$11.71
Additional RSCPP Financing Fee (if applicable to Participant).....	\$8.20	\$8.20
The first 600-kWh, per kWh.....	\$0.14031	\$0.14031
Additional kWh, per kWh.....	\$0.14031	\$0.11651
Off Peak Discount Rider	(\$0.02000)	(\$0.02000)

COMPANY-APPROVED CHARGER USAGE: applicable to the volume of consumption recorded through a Company-Approved Charger over the billing period.

	Summer Season	Winter Season
Time-Based "Peak" Energy Charge: 12 p.m. to 10 p.m.....	\$0.24554	\$0.24554
Time-Based "Shoulder" Energy Charge: 6 a.m. to 12 p.m.....	\$0.17539	\$0.17539
Time-Based "Off-Peak" Energy Charge: 10 p.m. to 6 a.m.....	\$ 0.03508	\$ 0.03508

Consumption recorded through the Company-Approved EV Charger during the Time-Based "Off-Peak" period is not eligible for the Off-Peak Discount Rider.

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.

FUEL ADJUSTMENT CLAUSE:

The above charges will be adjusted in an amount provided by the terms and provisions of the Fuel Adjustment Clause, Rider FAC .

ENERGY EFFICIENCY COST RECOVERY:

The above charges will be adjusted to include a charge of \$0.00028 per kWh on all customers who have not declined to participate in Company's energy efficiency programs under P.S.C. Rule 4 CSR 240-20.094(6).

DEMAND SIDE INVESTMENT MECHANISM

The above charges will be adjusted in an amount provided by the terms and provisions of the Demand Side Investment Mechanism, Rider DSIM for Residential service.

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 0.25% 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, gross 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 flat sum

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payment, a percentage of gross receipts, net receipts, or revenues from the sale of electric service rendered by the Company to the Customer. When such tax or fee is imposed on the Company as a flat sum or sums, the proportionate amount applicable to each Customer's bill shall be determined by relating the annual total of such sum(s) to the Company's total annual revenue from the service provided by this tariff within the jurisdiction of the governmental body and the number of customers located within that jurisdiction. The amounts shall be converted to a fixed amount per customer, so that the amount, when accumulated from all customers within the geographic jurisdiction of the governmental body, will equal the amount of the flat sum(s). The fixed amount per customer shall be divided by 12 and applied to each monthly bill as a separate line item. The amount shall remain the same until the flat sum may be changed by the governmental body, in which case this process shall be adjusted to the new flat sum. The amount shall be modified prospectively by the Company anytime it appears, on an annual basis, that the Company is either over-collecting or under-collecting the amount of the flat sum(s) by more than five percent (5%) on an annual basis. Bills will be increased in the proportionate amount only in service areas where such tax or fee is applicable.

CONDITIONS OF SERVICE: GENERAL

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. The Company Rules and Regulations, P.S.C. Mo. No. 5, Section 5, are a part of this schedule.

CONDITIONS OF SERVICE: EV CHARGING PROGRAM AND EQUIPMENT

Participants billed under this RG-SCPP tariff schedule must continually meet all obligations, terms and conditions provided for in the Program Tariff Document and the executed program Participant Agreement.

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SCHEDULE RG-SCPP

**RESIDENTIAL SMART CHARGE PILOT PROGRAM
Schedule RG-RSCPP**

PROGRAM DESCRIPTION

The purpose of the Residential Smart Charge Pilot Program ("RSCPP") and the associated Tariff RG-SCPP is to provide a subscription service for qualifying Residential Customers of The Empire District Electric Company ("the Company") that equips their premises with a dedicated smart (networked) Level 2 ("L2") Electric Vehicle ("EV") charging station, and facilitates charging of the EVs at the rates and terms specified in this Tariff, net of the rates and charges for the General Household Consumption equivalent to the Residential Service (RG) Tariffs in force over the term of the Pilot. Charging infrastructure deployed pursuant to this Schedule will be installed and owned by Company.

AVAILABILITY

Upon the effective date of this schedule, no new customers may be enrolled in this program in accordance with the decision and order by the Missouri Public Service Commission. Any customers who were already enrolled in the program before this date will continue to be supported by the Company per their original terms of participation. Enrollment will be restricted solely to those residential customers who have executed the Program Participation Agreement prior to the effective date. Schedule RG-RSCPP is available to residential customers currently receiving or applying for permanent, metered electric service under the Company's retail rate schedules at a single-family residence or a multi-family (e.g. duplex) residence that the Company deems suitable for the purposes of limiting access to the charging equipment to the participant's EV(s) only, provided that they have been invited to and executed the program, Participation Agreement. Participation in this program will be limited to a total of five hundred (500) Participants and will be available for a term of five years commencing 30 days after the date of this Tariff Schedule first coming into effect. New installations under this program shall not be available during program Year 5.

A maximum of 25 program spots will be reserved for Income-Qualified Participants. Subject to demonstrating eligibility pursuant to the terms described below, this category of Participants is eligible to participate in the program at a discounted RSCPP Monthly Fee as indicated below. All other rates and charges applicable under this Tariff Schedule shall apply without further modifications, subject to Participants being eligible for additional forms of rate relief under other applicable Company programs. Income-qualified applicants are those customers who otherwise qualify for service on this schedule who have an income level at or below 135% of the Federal Poverty Level (FPL), as confirmed by the designated Community Action Agency ("CCA").

DEFINITIONS

Applicant: A current or prospective Residential customer of the Company that approaches the Company with the intent to participate in the RSCPP program.

Charger Finance Agreement: A component of the Participant Agreement between the Company and the Participant that outlines the terms and conditions of the financing arrangement for the EV charger and other associated infrastructure installed by the Company on the Participant's premises.

Commission: The Missouri Public Service Commission.

Company-Approved Charging Device: A "smart" L2 electric vehicle charging device that is new, equipped with a SAE J1772 standard plug, capable of delivering at least 6.2 kilowatts of power to an EV, network-enabled, capable of delivering station utilization data to the Company, and capable of receiving a demand response signal. All Schedule RSCPP-facilitated chargers must be ENERGY STAR-certified, listed by a nationally recognized testing laboratory (e.g., UL), and must adhere to open communication standards that support interoperability. In the event that a charging device has been used and removed pursuant to this Program at a site, it may subsequently be reused in the Program following a suitable inspection and/or refurbishment.

The Company will enter into an agreement with two or more qualified vendors to provide charging equipment installed through the Residential Smart Charge Pilot Program, provided more than one vendor are available, express interest and meet the Company's supplier and procurement guidelines.

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Connection Cost Estimate ("CCE"): an estimate issued by the Company to the Applicant upon the initial site visit, outlining in the scope and nature of requisite work to complete the safe installation of charging equipment, the associated cost responsibility and available financing options. The Applicant must sign the CCE prior to executing the Participant Agreement.

Income-Qualified Participant: A program participant who has meet the qualifications for and has been accepted into the program as an Income-Qualified Participant, and as such qualifies for certain additional benefits described in this Tariff Document.

Participant: A customer of the Company that meets the eligibility criteria established in this Schedule RG-SCPP for participation and who executes a Participant Agreement.

Participation Agreement: The agreement between the Company and the Participant further describing the terms and conditions governing the Participant's subscription to the Residential Smart Charge Pilot Program. The current form of the Participant Agreement shall be available for review on the Company's website. In the event the Company chooses to make changes to the Participant Agreement, it shall provide a copy to counsel for Staff and to the Public Counsel and provide a period of 30 days to review. Staff and the Public Counsel may affirmatively recommend the Company proceed with changes in less than 30 days.

Remaining Pilot Term: A minimum term over which the Participant agrees to deploy and make use of the charging equipment, commencing on the date of the Participant Agreement's execution and concluding on the date of a five-year anniversary of the RSCPP program start date.

Site: The location of Participant's premises at which a Schedule RG-SCPP-facilitated charger is installed and operated.

RSCPP PROGRAM MINIMUM ELIGIBILITY AND ENROLLMENT PROCESS

To enroll into RSCPP, applicants must complete and submit a completed Program Enrollment Application. To meet the minimum eligibility requirements for participation, applicants must demonstrate to the Company's satisfaction a proof of the following:

- (a) Legal possession of an EV via a financing, lease or other suitable arrangement;
- (b) Existing RG account in good standing with the Company, or an application for such an account, at the address matching that of the EV title documents;
- (c) Authorization to modify the premises at the address noted in (b) such as a property title or proof of lease, along with a property owner's written consent if the premises are leased.

Should the vehicle, property or Company account holder names be different across the documents noted in clauses (a) through (c), applicants must provide proof of residency and sharing of living premises by the individuals whose names appear on these documents to the Company's satisfaction.

- (d) Proof of satisfactory credit standing, in the manner required by the Company;
- (e) Confirmation that the scope and nature of modifications to the occupied premises typically required for the operation of a Company-Approved Charging Device have been communicated and consented to by the property's mortgage holding institution(s) and all insurance provider(s); and
- (f) If applying as an Income-Qualified Participant, the Applicant must provide the requisite documentation to confirm eligibility.

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By signing the Application, the Applicant will acknowledge their understanding that their participation in the program is contingent upon the execution of the Participant Agreement, predicated by meeting the balance of requirements to the Company's satisfaction articulated therein. Upon receiving the completed Program Enrollment Application and verifying that the Applicant meets all the minimum eligibility requirements, the Company or its agents will inspect the site on a mutually satisfactory date and time, including, potentially, via a remote inspection based on the photographic and/or video evidence of the charging site's condition provided by the applicant and the geospatial records available to the Company. Based on the findings of the initial inspection, the Company will make a determination as to the Applicant's premises suitability for the program, including the presence of an acceptable structure for mounting of a Company-Approved Charging Device, and the condition of the house and electrical work in general.

The Company reserves the discretion to decline the application, should the applicant's premises not meet the electrical safety requirements, lack the adequate physical features to safely mount the charging equipment and/or prevent outside parties from accessing the Charging Device without the Participant's authorization, or be determined to be otherwise unsuitable. Upon completing the initial inspection and satisfying itself of all other preliminary matters explored in the Application, the Company will invite the Applicant to enter the program by executing the Participation Agreement, which will also include a completed Connection Cost Estimate Acknowledgment Form ("CCEAF") and the Charger Financing Agreement ("CFA") or waiver form, as appropriate for the financing option elected by the Applicant.

Financial Considerations

Included in the Participant Agreement will be the completed CCEAF, that will outline in reasonable detail the scope and nature of any expected customer-side (behind-the-meter) and/or utility-side (front-of-the-meter) works required to accommodate the Company-Approved Charging Device installation, the cost of which exceeds the amounts recoverable through the customer deposit and regular RSCPP Monthly Fee established by this Tariff. The CCEAF will also specify what, if any, portion of such works is eligible for Company rebates. By signing the CCEAF as a part of the overall Participant Agreement, the Applicant will confirm their understanding of and readiness to arrange for and otherwise accommodate any works on their premises required to install the Company-Approved Charging Device, including providing any payments for works not recoverable through the standard payments provided for in this tariff.

Concurrent with execution of the Participation Agreement, the Participant will either provide \$1,000 plus applicable taxes to the Company, reflective of the standard cost of the purchase of the charger and installation of the device, or provide \$25 plus applicable taxes to the Company and enter into a Charger Financing Agreement. Participants who elect to pre-pay the cost of the Charger and Installation by providing \$1,000 plus applicable taxes in one payment will be eligible for the "Operations RSCPP Monthly Fee" fixed charge described below, reflective of the up-front payment made, and recovering the eligible operating costs only. Participants who elect to pay a \$25 deposit plus applicable taxes and enter into CFA, will be required to pay the standard RSCPP Monthly Fee, reflective of eligible operating and capital expenditures incurred in installing and operating the Company-Approved Charging Device.

Notwithstanding the act of providing either the \$1,000 pre-payment or the \$25 deposit (plus applicable taxes) to enter the CFA, the Applicant shall continue to be responsible for any payments in excess of the standard amount as estimated in the CCEAF, which would be billed to the Participant at the time of the first bill under this Tariff being issued. On executing the Participation Agreement and all required appendices, the Applicant becomes a Program Participant.

Upon the execution of the Participation Agreement, if a suitable 240 Volt-equipped junction box and other associated equipment is not present, the Participant will arrange for the installation of a suitable junction box and related wiring on Participant's premises by a licensed and bonded electrician. The Participant will be responsible for the cost of installation and will pay this cost directly to the electrician. The Company will reimburse up to \$200 for the installation of the junction box and other associated equipment, on provision of an itemized receipt from an electrician.

Upon completion of the requisite customer-side upgrades (if required), the Company will install a Company-Approved Charging Device and arrange for any requisite electrical safety site inspections.

Upon installation of the Company-Approved Charging Device, the Company will invoice the Participant for any final costs not covered by the standard tariff charges, as specified in the CCEAF. Upon installation of the Company Approved Charging Device, the Participant will be responsible for payment of the RSCPP Monthly Fee, and the rate schedule for service for the premises will be switched to Schedule RG-SCPP.

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Should the level of interest in participating in the RSCPP exceed that of the 500-participant cap, the Company will invite otherwise qualifying Applicants it cannot accommodate to join the program waitlist. The customers placed on the waitlist will be eligible to have the right of first refusal to participate in the Program (should its terms or conditions change), or in functionally similar future initiatives carried out by the Company. The priority of access of waitlist participants will be based on the order of the waitlist entry.

Other Program Terms and Customer Obligations

By executing the Participant Agreement, applicants commit to keeping the charger installed on their premises for a period no shorter than the Remaining Pilot Term, and meeting all other terms and conditions of this Tariff Schedule, the Participant Agreement and the Charger Financing Agreement (as applicable). Should a Participant wish to withdraw from the RSCPP program sooner than after two years of participation, the Participant will be responsible for the Termination Fee. Should a Participant wish to move to a different location within the Company's service territory and continue participating in the Program, the participant will be responsible for the costs of all requisite removal and installation costs. For any charging equipment that may be de-installed due to a Participant's withdrawal from the Program, the Company will perform requisite refurbishment and will either redeploy the equipment to another Participant's premises, or utilize it for the purposes of its own fleet.

Participants must ensure reliable access to wireless internet service at the location of the charging equipment to ensure remote reading of the EV charger's consumption for use in billing, and commit to provide access to the Company's personnel from time to time to the charger for the purposes of maintenance, and (if required) reading verification. Should the Company be unable to obtain the reading of the EV charger's consumption via a remote reading, a site visit and/or other reasonable means in the course of a billing period, the overall EV consumption and the breakdown of that consumption across the Time of Use periods will be estimated in the following manner:

- (a) The overall consumption (total kWh consumed in the billing period) shall be estimated to equal the daily average of the most recent 90 days for which that Participant's actual EV Charger consumption is available times the number of days in the billing period for which an estimated bill is being prepared.
- (b) The relative breakdown of consumption across the three Time of Use periods for the period being estimated shall equal the average daily breakdown across the Time of Use periods over the most recent 90 days for which the Participant's actual EV consumption data is available.
- (c) Should the need to resort to estimated billing for EV charger consumption arise before a 90-day record of the Participant's actual EV Charger consumption data is accumulated, the Company shall bill all consumption recorded on the household's Revenue Meter at the rate(s) applicable for the general household consumption.
- (d) Participants who have been issued estimated bills for their EV Charger consumption may contact the utility to have the estimated charges adjusted, provided they can furnish the relevant actual data for the period in question to the Company's satisfaction. The Company shall rectify the estimation by way of an adjustment applied to the next billing period.

Participants will be limited to one Schedule RG-SCPP-facilitated charger per site. If a Participant demonstrates ownership of multiple EVs registered at the same address, a Participant may, at the Company's discretion, be eligible for the installation of an additional Company-Approved Charging Device charger(s). If more than one charger is installed, the Charger Finance Agreement shall not be available for additional chargers. Participants agree to transfer to an electronic billing arrangement for their household for a minimum of the term of program participation. Participants also agree to partake in at least three participant surveys over the course of their RSCPP participation, including an enrollment companion survey. Participants also consent for their charger consumption data to be analyzed by the Company and reported to the Commission in an aggregated manner with that of other Participants and/or without any personal information being revealed. Participants may also be asked to participate in other activities to help the Company obtain certain insights regarding the charging equipment, the impact of EV charging on the Company's distribution system or other program administration elements.

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By Executing the Participation Agreement the Company commits to maintaining the Charger infrastructure in good working order, provide electricity for use in the Charger at the rates specified below, and provide such other services as may be required to support the Participants' participation in the RSCPP in accordance with the terms and conditions contemplated in the Participation Agreement. The Company also commits to run the RSCPP through to the conclusion of the Remaining Pilot Term and to facilitate the Participants' options elected at the conclusion of the RSCPP as described above.

Participation in Special Demand Management Events

The Company may call up to ten (10) Demand Response Events per year, not to exceed 4 hours per event. If the Participant complies with a Demand Response event, as verified by the charger consumption records, the Participant will be eligible for an additional credit as specified below.

The Company may request the Participants to participate in the Vehicle to Grid ("V2G") Events by discharging a portion of their available battery charge back into the grid during certain times communicated in advance by the company, and following all the appropriate electrical safety and operational protocols. If a Participant participates in a V2G event, that Participant will be compensated at the rate as specified below, as measured through the Company-Approved Charging Device. The compensation will take the form of a credit on the Participant's next billing period. The V2G rates shall only apply for the specific time periods communicated ahead of time by the Company.

PARTICIPANTS' OPTIONS UPON THE RSCPP PILOT TERM CONCLUSION

Parties' Rights and Obligations Upon the Conclusion of the RSCPP Program

At the conclusion of the Remaining Pilot Term, the Company may elect to transition the RSCPP into a successor program and apply for the associated leave to the Commission to establish the requisite tariff(s), or discontinue the RSCPP without adopting a dedicated successor program and/or tariff for electric vehicle charger financing or electric vehicle consumption. Should the Company transition the RSCPP into a successor program, it would reserve the right to apply to the Commission to modify the program terms, rate structures, or amounts charged upon the conclusion of the Remaining Pilot Period, including establishing special terms (as appropriate) that would apply to the original RSCPP Participants.

In either scenario of the RSCPP concluding with or without being substituted for a successor program, the Company will give the existing Participants no less than a 30-day notice prior to applying to the Commission for the appropriate leave. Along with the notice specifying the Company's intent, Participants would be offered the following options with respect to the charging equipment installed during the Program Term, as applicable under the Scenarios contemplated below.

Scenario 1: No RSCPP Successor Program and/or Tariff: If the RSCPP and the associated tariff are discontinued without being replaced by a successor program and tariff, the Participants will have two options:

- i. Option A: buy out the remaining Charger capital costs at remaining net book value, thus assuming ownership. Under this option the customer would be responsible for all charger maintenance activities and the associated costs upon the expiration of the Program and would be responsible for procuring replacement equipment; OR
- ii. Option B: continue paying charger financing costs under the rates in place prior to the Program's cancellation, by executing an appropriate service extension agreement available exclusively to the legacy RSCPP Participants – the Company would continue maintaining and replacing the assets until equipment is fully depreciated. .

Under either option under Scenario 1, the Participants would then be charged for their EV charger's electricity consumption under the regular residential tariff applicable at the time.

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Scenario 2: An RSCPP Successor Program and/or Tariff are in Place: If the Company replaces RSCPP with a successor program and tariff, the existing Participants will have an option of being enrolled into the successor program and may be eligible for special transitional treatment terms (if any) that the Company may contemplate and the Commission may authorize. The Participants will have two Options with respect to their Charging Equipment:

- i. Option A: Enroll in the RSCPP successor program and continue financing the Company-Approved Charging Equipment and paying for the charger consumption as per the terms of the associated tariff.
- ii. Option B: Do not continue with the successor program and select from among Scenario 1 Options A or B listed above to determine the ensuing financing arrangements with respect to the financed charger equipment.

PROGRAM RATES

RSCPP Monthly Fee:

This is a fixed monthly charge recovering the cost of the Company-Approved Charging Device and other costs associated with the set-up and facilitation of the Participant's participation in the RSCPP program. All participants will be required to pay the RSCPP Operations Fee that recovers the cost of maintenance of charging equipment and billing. Participants who do not choose to pre-pay the charger purchase and installation costs and instead opt to enter the Charger Financing Agreement will also be required to pay the RSCPP Financing Fee. Along with those customers who pre-pay their charger purchase and installation costs, the limited number of Income Qualified participants will also be exempt from paying the RSCPP Financing fee.

If participation is cancelled prior to two years in the program, Customer shall be responsible for payment of Termination Fees. The above fees are subject to periodic review and approval in the manner determined by the Commission.

Termination Fee: An amount equal to 24 minus the number of months of participation, times \$20, but not less than zero. Such amounts shall be recorded to offset capital expenditures and capitalized expenses incurred under the Company's provision of this program.