

THE EMPIRE DISTRICT ELECTRIC COMPANY d/b/a LIBERTY

P.S.C. Mo. No. 6 Sec. 3 2nd Revised Sheet No. 13

Canceling P.S.C. Mo. No. 6 Sec. 3 1st Revised Sheet No. 13

For ALL TERRITORY

**ELECTRIC SCHOOL BUS PILOT PROGRAM - FROZEN**  
**SCHEDULE ESBPP**

**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 have already enrolled in the program before this date will continue to be supported by the Company per their original terms of participation. This Rider Schedule ESBPP is available to customers who take their regular consumption service according to tariff schedules listed below and who are enrolled in the Electric School Bus Pilot Program (ESBPP). This schedule is available beginning October 15, 2022 to existing or new customers in the following rate classes.

<u>Service</u>	<u>Rate Schedule</u>
Non-Standard General Service	NS-GS
Time Choice General Service	TC-GS
Non-Standard Large General Service	NS-LG
Time Choice Large General Service	TC-LG
Non-Standard Small Primary	NS-SP
Time Choice Small Primary	TC-SP

Participation in this program will be limited to applicants who have applied for the program, been subsequently invited to participate, and executed the Participation Agreement. The Program will be available for five years.

**MONTHLY RATES:**

CUSTOMER ACCESS CHARGE (as applicable to customer's facilities)

<u>Service</u>	<u>Monthly Rate</u>
NS-GS, TC-GS	\$23.97
NS-LG, TC-LG, NS-SP, TC-SP	\$69.49

For Customers on Non-Time Varying Rates:

**DEMAND AND FACILITIES CHARGES**

As applicable per participants' tariffs associated with their regular facilities.

<u>Service</u>	<u>Demand Charge - per kW of Billing Demand (if Applicable)</u>		<u>Facilities Charge – per kW of Facilities Demand (if Applicable)</u>	
	<u>Summer Season</u>	<u>Winter Season</u>	<u>Summer Season</u>	<u>Winter Season</u>
-	-	-	-	-
NS-GS	-	-	-	-
NS-LG	\$8.93	\$6.96	\$2.13	\$2.13
NS-SP	\$8.75	\$6.82	\$2.08	\$2.08

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ENERGY CHARGES

REGULAR CONSUMPTION CHARGES  
 as applicable to a customer's class and usage

Service	Consumption Components	Summer Season	Winter Season
NS-GS	The first 700 kWh, per kWh.....	\$0.13429	\$0.13429
	Additional kWh, per kWh.....	\$0.13429	\$0.12020
NS-LG	First 150 hours use of Metered Demand, per kWh.....	\$0.08941	\$0.07676
	Next 200 hours use of Metered Demand, per kWh.....	\$0.06939	\$0.06253
	All additional kWh, per kWh.....	\$0.06231	\$0.06198
NS-SP	First 150 hours use of Metered Demand, per kWh.....	\$0.08767	\$0.07527
	Next 200 hours use of Metered Demand, per kWh.....	\$0.06804	\$0.06131
	All additional kWh, per kWh.....	\$0.06110	\$0.06077

EV CONSUMPTION RATE RIDERS:

Applicable to the volume of consumption recorded through a Company-Approved Charger over the billing period and added to the regular volumetric rates calculated at the rate for the first tier of consumption according to the time and season of consumption

	Peak		Shoulder		Off Peak	
	12 p.m. - 10. p.m.		6 a.m. - 12. p.m.		10 p.m. - 6 a.m.	
	Summer	Winter	Summer	Winter	Summer	Winter
NS-GS	\$0.02014	\$0.02014	\$0.01343	\$0.01343	\$-0.10034	\$-0.10034
NS-LG	\$0.01341	\$0.01151	\$0.00894	\$0.00768	\$-0.05546	\$-0.04281
NS-SP	\$0.01315	\$0.01129	\$0.00877	\$0.00753	\$-0.05372	\$-0.04132

For Customers on Time Varying Rates:

DEMAND AND FACILITIES CHARGES

As applicable per participants' tariffs associated with their regular facilities.

Service	Demand Charge - per kW of Billing Demand (if Applicable)		Facilities Charge - per kW of Facilities Demand (if Applicable)	
	Summer Season	Winter Season	Summer Season	Winter Season
-				
TC-GS	-	-	-	-
TC-LG	\$8.93	\$6.96	\$2.13	\$2.13
TC-SP	\$8.75	\$6.82	\$2.08	\$2.08

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ENERGY CHARGES

REGULAR CONSUMPTION CHARGES  
as applicable to a customer's class and usage

Service	Consumption Components	Summer Season	Winter Season
TC-GS	The first 700 kWh, per kWh.....	\$0.13892	\$0.13892
	Additional kWh, per kWh.....	\$0.13892	\$0.12624
	Off-Peak kWh credit, per kWh .....	\$-0.00200	\$-0.00200
TC-LG	First 150 hours use of Metered Demand, per kWh.....	\$0.08998	\$0.07793
	Next 200 hours use of Metered Demand, per kWh.....	\$0.07091	\$0.06436
	All additional kWh, per kWh.....	\$0.06417	\$0.06385
	Off-Peak kWh credit, per kWh .....	\$-0.00500	\$-0.00500
TC-SP	First 150 hours use of Metered Demand, per kWh.....	\$0.08823	\$0.07641
	Next 200 hours use of Metered Demand, per kWh.....	0.06953	0.06311
	All additional kWh, per kWh.....	0.06292	0.06261
	Off-Peak kWh credit, per kWh .....	\$-0.00490	\$-0.00490

Off-Peak kWh includes all kWh consumed between 10 PM and 6 AM daily.

EV CONSUMPTION RATE RIDERS:

Applicable to the volume of consumption recorded through a Company-Approved Charger over the billing period and added to the regular volumetric rates calculated at the rate for the first tier of consumption according to the time and season of consumption.

	Peak		Shoulder		Off Peak	
	12 p.m. - 10. p.m.		6 a.m. - 12. p.m.		10 p.m. - 6 a.m.	
	Summer	Winter	Summer	Winter	Summer	Winter
TC-GS	\$0.02084	\$0.02084	\$0.01389	\$0.01389	\$(0.10497)	\$(0.10497)
TC-LG	\$0.01350	\$0.01169	\$0.00900	\$0.00779	\$(0.05603)	\$(0.04398)
TC-SP	\$0.01323	\$0.01146	\$0.00882	\$0.00779	\$-0.05428	\$-0.04246

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.

Consumption recorded through the Company-Approved EV Charger during the Time-Based "Off-Peak" period is not eligible for the Off-Peak kWh credit applicable to regular consumption charges.

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).

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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 non-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 0.5% 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, 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 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. The charging of end user EVs in the manner contemplated by the RCPP program shall be permitted and shall not be deemed an otherwise prohibited resale, redistribution or submetering activity.
3. Bills for service will be rendered monthly.
4. 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 ESBPP 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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For ALL TERRITORY

ELECTRIC SCHOOL BUS PILOT PROGRAM - FROZEN  
SCHEDULE ESBPP

**ELECTRIC SCHOOL BUS PILOT PROGRAM**  
**Schedule ESBPP**

**PROGRAM DESCRIPTION**

The Electric School Bus Pilot Program (Schedule ESBPP) provides charging infrastructure and Time-of-Use electricity consumption price schedules to support the operation of electric school buses at public school districts. Under Schedule ESBPP, The Empire District Electric Company ("Company") will deploy smart, network-enabled Level 2 ("L2") or Direct Current Fast Charger ("DCFC") charging infrastructure to be installed, owned and maintained by the Company. Participating schools and/or districts will be required to adopt Time-of-Use billing arrangements prescribed in this Tariff Schedule for the consumption recorded through the EV charging infrastructure, which will be applied to the appropriate portion of the overall facility's consumption.

**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 have already enrolled in the program before this date will continue to be supported by the Company per their original terms of participation. This Schedule ESBPP is available to school districts with customer accounts within the service area of the Company, provided that the school district demonstrates the proof of ownership or lease of an electric school bus or buses in the number commensurate to the number of applied-for Company-Approved Charging Stations at the time of applying for the program. Qualifying program participation applications will be reviewed and invitations to participate will be extended to qualifying applicants on a first-come-first served basis, until the Company exceeds the resources allocated to this program.

**DEFINITIONS**

Additional Connection Costs: capital costs of distribution system and/or customer-side works which exceed those on which the Monthly Participation Fee. The Participants are solely responsible for these costs.

Applicant: An eligible customer of the Company that approaches the Company with the intent to participate in the ESBPP program and completes the requisite application documentation.

Company-Approved Charging Device (or Station, as applicable to describe a standalone structure with multiple ports): A "smart" L2 or DCFC 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 ESBPP-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.

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, including the Additional Connection Costs. The Applicant must sign the CCE prior to executing the Participation Agreement.

Participant: A customer of the Company that meets the eligibility criteria established in Schedule ESBPP for participation and who executes a Participation Agreement.

Participation Agreement: The agreement between the Company and the Participant further describing the terms and conditions governing the Participant's participation in the Commercial Electrification Pilot Program ("ESBPP").

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 Participation Agreement's execution and concluding on the date of a five-year anniversary of the ESBPP program's start date.

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SCHEDULE ESBPP

**ESBPP APPLICATION PROCESS**

To enroll into ESBPP, eligible Applicants must complete and submit a Program Enrollment Application and be subsequently invited to enter the program. To meet the minimum eligibility requirements for participation, applicants must demonstrate to the Company's satisfaction a proof of the following:

- (a) Existing Commercial service account in good standing with the Company;
- (b) Proof of ownership or lease arrangement of an electric school bus or buses in the number commensurate to the number of charging stations applied for through ESBPP;
- (c) Confirmation that the scope and nature of modifications to the occupied premises typically required for the operation of a Company-Approved Charging Stations have been communicated and consented to by the Applicant's insurance provider(s).

By signing the Application, the Applicant will acknowledge their understanding that their participation in the program is contingent upon the execution of the Participation Agreement. 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 of intended installation on a mutually satisfactory date and time, including, potentially, via a remote inspection based on the photographic and/or video evidence of the site's condition provided by the applicant and the geospatial records available to the Company. Using the information so collected, the Company will evaluate the application and the site and notify the successful applicants (if any) by extending to them an invitation to execute the Participation Agreement, which will also include a completed Connection Cost Estimate ("CCE"). By executing the Participation Agreement and all relevant appendices, the Applicant becomes the Participant and officially enters the ESBPP program. There is no program enrollment fee for the ESBPP program.

The completed CCE will outline in reasonable detail the scope, nature and cost of any expected Additional Connection Costs, which entail any customer-side (behind-the-meter) and/or utility-side (front-of-the-meter distribution system) works required to accommodate the Company-Approved Charging Device installation, the cost of which exceeds the amounts included in the reference connection scope prepared for the purposes of this Program. By signing the CCE as a part of the overall Participation 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(s), including providing any payments for works outlined in the CCE. The final additional connection costs will be billed to the Participant once the works are completed and the final cost has been communicated by the Company.

Qualifying applications for entry into the program will be evaluated on a first come-first served basis. Should the level of interest in participating in the ESBPP exceed the total number of program spots, the Company will invite otherwise qualifying Applicants it cannot accommodate to join the program waitlist. The Applicants placed on the waitlist will be eligible to have the right of first refusal to participate in the ESBPP (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 first come-first served basis.

The Participation Agreement and Obligations Arising from it

By executing the Participation 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 and the Participation Agreement. Should a Participant wish to withdraw from the ESBPP program sooner than the conclusion of the Remaining Pilot Period, the Participant will be responsible for the cost of charging equipment's de-installation and the Early Termination Fee. 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 use it for the purposes of its own fleet.

In executing the Participation Agreement, the Participant shall grant an easement to the company to install and operate the Company-Approved Charging Stations and the associated infrastructure and access them as needed for maintenance.

Aside from those additional costs outlined in the CCE, Participants will not be responsible for the capital and operating costs associated with procurement, installation, and operation of the EV charging stations throughout the Remaining Pilot Term. Participants shall be responsible for paying the cost of electricity used to charge the electric buses charged at the rates described below.

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SCHEDULE ESBPP

Participants shall be responsible for maintaining the civil infrastructure in and around the parking stalls where the charging infrastructure is installed in good working order, including regular clearing of snow, maintaining adequate asphalt surface condition and painted line and signage. Upon enrollment into the Program, the Participant are encouraged to transfer the billing arrangements for its facilities to the e-billing service offered by the Company. Customers applying for service under this ESBPP program must have and maintain an account that is not more than 60 days delinquent or in default at the time of application. Participants waive all rights to any retrospective billing reductions arising from a claim that the Participant's service would be or would have been at a lower cost had it not participated in the Commercial Electrification Pilot Program for any period of time.

Participants shall also agree to partake in at least three participant surveys over the course of their ESBPP participation, including an enrollment companion survey. Participants also consent for their charger consumption data to be analyzed and reported to the Commission and used by Liberty in an aggregated manner with that of other Participants, and without any commercially sensitive 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.

By Executing the Participation Agreement, the Company commits to maintaining the charger infrastructure, including the charging, metering, and communication components in good working order, cover the insurance costs for the equipment, 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 ESBPP in accordance with the terms and conditions prescribed in this Tariff Schedule and the Participation Agreement. The Company also commits to run the ESBPP through to the conclusion of the Remaining Pilot Term and to facilitate the Participants' options elected at the conclusion of the ESBPP as described below. The Company will enter into an agreement with two or more qualified vendors to provide charging equipment used by Participants.

Should a Participant wish to withdraw from the ESBPP program at any point before the conclusion of the Remaining Pilot Term, that Participant shall be responsible for the cost of de-installation of the Company-Approved Charging Stations, and the additional Early Termination Fee in the amount of \$1,000, irrespective of the number of chargers installed.

Participation in Special Demand Management Events

The Company may call up to ten (10) Demand Response ("DR") Events per year, not to exceed 4 hours per event, during which the charging infrastructure will be remotely shut off and inaccessible for charging. The anticipated instances of DR events shall be communicated in advance.

**PARTICIPANTS' OPTIONS UPON THE ESBPP PILOT TERM CONCLUSION**

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

At the conclusion of the Remaining Pilot Term, the Company may elect to transition the ESBPP into a successor program and apply for the associated leave to the Commission to establish the requisite tariff(s), or discontinue the ESBPP without adopting a dedicated successor program and/or tariff for electric vehicle charger financing or electric vehicle consumption. Should the Company transition the ESBPP 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 ESBPP Participants.

In either scenario of the ESBPP 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.

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SCHEDULE ESBPP

Scenario 1: No ESBPP Successor Program and/or Tariff: If the ESBPP 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(s) capital costs at remaining net book value in a single lump sum payment. Under this option the customer would be responsible for all charger maintenance activities and the associated costs upon the expiration of the ESBPP and would be responsible for procuring replacement equipment; OR
- ii. Option B: establish a payment schedule to repay the remaining charger infrastructure net book value and ongoing operating costs, by executing an appropriate service extension agreement available exclusively to the legacy ESBPP 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 tariff applicable at the time.

Scenario 2: An ESBPP Successor Program and/or Tariff are in Place: If the Company replaces ESBPP 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 ESBPP successor program and continue financing the Company-Approved Charging Equipment and 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**

Early Termination Fee: An amount equal to \$1,000 plus the cost of decommissioning of equipment. Such amounts shall be recorded to offset capital expenditures and capitalized expenses incurred under the Company’s provision of this program.

Demand Charge: Should the operation of the EV Charging Stations result in demand charges whether recorded on the Participant’s main AMI meter or on a separately installed meter for the charging stations, these charges shall be payable as per the tariff schedule applicable to the Participant’s facilities.

EV Charging Time-of-Use Rate Riders: time-based riders (positive or negative) applicable to the portion of the Participant’s facilities’ monthly consumption recorded on the metering device(s) embedded within the Company-Approved Charging Stations, and applied in addition to the regular consumption charges calculated at the rate for the first tier of consumption, plus the FAC,EECR, the Demand Side Investment Mechanism (“DSIM”), and other applicable charges for the Participant’s facilities.

Additional Connection Cost Fee: a one-time fee payable by the Participant for the costs of any distribution system or customer side capital works and the applicable taxes, the cost of which exceeds the costs included in the calculation of the Monthly Participation Fee per Charger, and as communicated by the Company through the Connection Cost Estimate