

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

P.S.C. Mo. No. 6 Sec. 4 1st Revised Sheet No. 25

Cancelling P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 25

For ALL TERRITORY

COMMUNITY SOLAR PILOT PROGRAM SCHEDULE CSPP
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COMMUNITY SOLAR PILOT PROGRAM
Schedule CSPP

PURPOSE

The purpose of the Community Solar Pilot Program (the “Solar Program”) is to provide customers the opportunity to subscribe voluntarily to the generation output of solar facilities owned and operated by the Company within its service territory and connected to its distribution system. The solar generation output purchased under Schedule CSPP will offset portions of the otherwise applicable charges for energy used by participating customers as specified herein, and the associated Renewable Energy Credits (“RECs”) will be transferred to or retired on behalf of the participating customers.

PROGRAM DESCRIPTION

Participating customers enroll in the Solar Program via a Participant Agreement through which they subscribe to Solar Blocks of five hundred (500) watts (AC) each in a designated Solar Resource located within the Company’s service territory. The charges associated with the Solar Blocks and electric grid charges for the delivery of the solar energy are set forth in this Schedule CSPP.

Any energy produced by the subscribed Solar Blocks and delivered to the customer will offset an equivalent amount of kWh energy and, for demand billed customers, a portion of the kW demand used, metered and billed for under the participant’s standard class of service from the Company. Approximately 4,500 Solar Blocks will be available in the initial offering. Approximately 10,000 Solar Blocks will be available in the second offering. Additional offerings may be made available in the future, should demand for the program exceed the current offering(s). New participants will be assigned to existing Solar Blocks until all existing blocks are filled, before proposing new Solar Resource builds. If the Company does not receive a sufficient number of subscriptions for the Solar Program, the Company may request Commission approval to terminate any offering(s) under this Schedule CSPP.

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SCHEDULE CSPP

AVAILABILITY

This Schedule CSPP is available to any customer currently receiving permanent, metered electric service under the Company’s retail Rate Schedules NS-RG, TC-RG, TP-RG, NS-GS, TC-GS, TP-GS, NS-LG, TC-LG, NS-SP, TC-SP and LP. Customers must execute a Participant Agreement and have an account that is not delinquent or in default at the time of subscription.

Customers will be enrolled on a first-come, first-served basis subject to the permissible participation levels described below and upon execution of a Participant Agreement. Customers applying but not enrolled in the Solar Program due to the lack of available Solar Blocks will be placed on a waiting list. Customers on the waiting list will be offered the opportunity to subscribe to Solar Blocks in the order applications are received should Solar Blocks become available due to construction of additional Solar Resources or subscription cancellations. Subscriptions are provided through one meter to one end-use customer and may not be aggregated, redistributed, or resold.

A minimum of 35% of the Solar Blocks available from the CSPP II Solar Resource offering shall be reserved for residential class customers (“Residential Solar Resource Minimum”). Provided that, if after the first 75 days of availability of a new Solar Resource such Residential Solar Resource Minimum is not fully subscribed, it shall become available to all eligible customers in eligible rate classes.

Schedule CSPP may not be combined with any other renewable energy program offered by the Company for the same customer account.

Service locations served under Schedule PL (Private Lighting Service), Schedule SPL (Municipal Street Lighting Service), Schedule LS (Specialty Lighting Service), Schedule MS (Miscellaneous Service) or Rider NM (Net Metering Rider) are ineligible for the Solar Program while participating in those service agreements. Schedule CSPP is not available for resale, standby, breakdown, auxiliary, parallel generation, or supplemental service.

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Cancelling P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 25b

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COMMUNITY SOLAR PILOT PROGRAM SCHEDULE CSPP
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DEFINITIONS

Cancellation: Customers may cancel their subscription subject to the terms contained within Schedule CSPP.

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

Participant Agreement: An agreement between the Company and the Participant further describing the terms and conditions governing the Participant’s subscription to the Solar Program.

Solar Block: 500 watts of solar capacity. The amount of energy produced by a Solar Block will be based on production of the Solar Resource over the life of the Solar Resource.

Solar Resources: Company owned solar generation facilities designated for the Community Solar Pilot Program.

Subscription: The Participant’s subscription for Solar Resources is established through an executed agreement with the Company by contacting the Company’s customer service department or visiting the Company’s website to begin the enrollment process.

Termination: Termination of the agreement with the customer may occur if the Commission cancels Schedule CSPP or the Participant’s account is otherwise terminated.

Transfer: Certain customers, subscribed to 1,000 or more blocks, with multiple eligible accounts are eligible to transfer solar block subscriptions from an eligible account to another eligible account, subject to the Terms within Schedule CSPP. Customers that relocate within the Company’s service territory may transfer their Subscription to the new location subject to the terms within Schedule CSPP.

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SCHEDULE CSPP

PRICING

Participating customers receive two charges associated with Schedule CSPP. Demand billed customers served on NS-LG, TC-LG, NS-SP, TC-SP or LP Service shall receive a Billing Demand Quantity Credit.

- Solar Facility Charge will be finalized based on the actual cost of each Solar Resource increment and will be included in this Schedule CSPP. For the pre-construction subscription period the Company will provide an engineering estimate of the Solar Facility Charge. Upon finalization of the Solar Facility Charge, if the final Solar Facility Charge is higher than the engineering estimate, customers that have enrolled based on the engineering estimate will be given the opportunity to cancel their subscription without penalty or accept the higher Solar Facility Charge through an amendment to their Participant Agreement. If the final Solar Facility Charge is not greater than the engineering estimate, the agreement will be adjusted accordingly. As the development of each increment is initiated and finalized this tariff will be updated to reflect the Solar Facility Charge of each increment.

Solar Resource Increment	Number of Solar Blocks	Pre-Construction Solar Facility Charge Estimate per Block	Final Solar Facility Charge per Block	Expected Annual Energy per Block
CSPP-I	4,500	\$5.72	\$5.36	941,700
CSPP-II	10,000	\$5.90	\$x.xx	Xxx,xxx

- Electric Grid Charge for solar energy delivered as follows:
 - Residential Service \$0.04377 per kWh
 - Small General Service \$0.03908 per kWh
 - Large General Service \$0.00586 per kWh
 - Small Primary Service \$0.00575 per kWh
 - Large Power Service \$0.00456 per kWh

- Billing Demand Quantity Credit percentage of Solar Capacity:
 - Large General, Small Primary, and Large Power Service 23%

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Cancelling P.S.C. Mo. No. _____ Sec. _____ Original Sheet No. _____

For ALL TERRITORY

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The Solar Facility Charge is designed to recover the cost of the Solar Resource(s). When new Solar Resource increments are constructed and included in the Solar Program, the Solar Facility Charges will be adjusted for existing Solar Resource(s) to reflect the combined cost of existing and new Solar Resources. In no event shall the addition of a new Solar Resource cause the Solar Facility Charge for existing Solar Resources to increase, nor shall the Solar Facility Charge for a new Solar Resource be lower than the Solar Facility Charge for an existing Solar Resource. If a Participant’s subscription is cancelled or terminated, the portion of the solar resource released by that Participant will be assigned to the Participant which subscribed immediately after the departing Participant. The remainder of the Solar Resource will be reassigned in like manner until all Participants have been reassigned. New Participants will subscribe to output from the latest Solar Resource increment constructed.

The Electric Grid Charge is designed to recover the cost of distribution facilities necessary to deliver solar energy to non-demand billed customers. The Electric Grid Charge applicable to each rate class will be adjusted by the same percentage increase applied to the applicable rate class’ approved energy charges in the Company’s most recent general rate case, but in no event can the Electric Grid Charge be negative.

The Billing Demand Quantity Credit percentage is designed to offset the otherwise applicable charges for the generation capacity provided through the generation of the subscribed portion of the Solar Resource. The Billing Demand Quantity Credit will be adjusted in the Company’s general rate cases to reflect the actual production capacity benefit.

SUBSCRIPTION LEVEL

During initial sign-up, the Participant will designate its desired subscription amount in whole blocks (the “Subscription Level”). For non-demand billed customer accounts, a Participant may subscribe to no more than a total number of Solar Blocks expected to generate up to 50% of the Participant’s average annual energy use based on up to two years of their past usage history. For customers with less than two years of history, the Company will estimate the average energy use based on available history or history based on similar customers. For demand billed customer accounts, a Participant may subscribe up to their highest billed demand in the most recent 12-month period. In no event shall the expected solar production of the Participant’s subscription exceed the Participant’s billed energy during the most recent 12-month period.

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Cancelling P.S.C. Mo. No. _____ Sec. _____ Original Sheet No. _____

For ALL TERRITORY

COMMUNITY SOLAR PILOT PROGRAM SCHEDULE CSPP
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After the initial subscription term, the Subscription will continue indefinitely until the Subscription is cancelled by the Participant or the Solar Program is terminated. A Participant may change their Subscription Level only once in any 12-month period after the initial subscription term. A Participant cannot change their subscription level and leave the program within the same 12-month period. In the event there is a significant and regular reduction in Participant metered energy consumption and there are customers on the waiting list, the Company, may adjust the Participant's subscription level to reflect the reduction in consumption after written notice to the Participant.

Participants may not combine loads with other Participants for achieving participation limits, determination of subscription levels, or aggregated billing.

BILLED PURCHASE QUANTITY

The quantity of energy that will be purchased by a Participant for each monthly billing cycle will be computed as follows:

$$PQ = \frac{SL}{TSC} \cdot AME$$

Where,

PQ = Monthly Purchase Quantity in kWh

SL = Subscription Level in kW AC

TSC = Total Solar Resource Capacity in kW AC

AME = Actual Monthly Energy Produced by the Solar Resource in kWh.

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Cancelling P.S.C. Mo. No. 6 Sec. 4 2nd Revised Sheet No. 25f

For ALL TERRITORY

COMMUNITY SOLAR PILOT PROGRAM SCHEDULE CSPP
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MONTHLY BILLING

For Participants served under the Company’s NS-RG, TC-RG, TP-RG, NS-GS, TC-GS, TP-GS rate schedules:

1. The energy production of the Solar Resource will be measured and apportioned monthly to each Participant based on Purchase Quantity computation.
2. The Participant’s Purchase Quantity will be subtracted from the metered energy consumed by the Participant for the billing month. To the extent the Purchase Quantity is greater than the Participant’s consumption, the Participant will be credited for excess Purchase Quantity in accordance with the Company’s bi-annually calculated avoided fuel cost of the net energy (kWh) as set forth in the Company’s Net Metering Rider.
3. Any remaining metered energy consumption will be billed under the otherwise applicable rates associated with the Participant’s standard rate schedule. For billing purposes, the Purchase Quantity shall first be subtracted from the additional, or second, energy pricing block and then any remaining energy will be applied to the initial, or first, energy pricing block.

For Participants served under the NS-LG, TC-LG, TC-SP and LP rate schedules

4. Any energy produced by the Solar Resource will be measured and apportioned monthly to each Participant based on the Purchase Quantity Computation.
5. The Billing Demand Quantity Credit is equal to the Billing Demand Quantity Credit percentage multiplied by the Participant’s Subscription Level in kW.
6. The Participant’s Purchase Quantity will be subtracted from the metered energy consumed by the Participant for the billing month. To the extent the Purchase Quantity is greater than the Participant’s consumption, the Participant will be credited for excess Purchase Quantity in accordance with the Company’s bi-annually calculated avoided fuel cost of the net energy (kWh) as set forth in the Company’s Net Metering Rider.
7. Any Billing Demand Quantity Credit attributed to a Participant will be subtracted from the Participant’s Billing Demand for the purpose of calculating the Demand Charge under the standard rate schedule. In no event shall the demand credit reduce the Billing Demand below the applicable minimum billing demand set forth in the Participant’s standard rate schedule. No demand credit will be applied to the Participant’s Monthly Facilities Demand as set forth in the Participant’s standard rate schedule.

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Cancelling P.S.C. Mo. No. 6 Sec. 4 1st Revised Sheet No. 25g

For ALL TERRITORY

COMMUNITY SOLAR PILOT PROGRAM

SCHEDULE CSPP

8. The remaining metered energy will be billed in accordance with the Participant's standard rate schedule. The hours use calculations to determine the energy charge step rates will be calculated using the Billing Demand as set forth within the Participant's standard rate schedule without applying the Billing Demand Quantity Credit.

For all Customers

9. The Participant's share of any Solar Resource energy production and any remaining metered energy consumed will be billed under all applicable riders and charges. The Company's FAC Rider will not apply to the Solar Resource energy production. The Company's Energy Efficiency Cost Recovery will apply to any Solar Resource energy production.
10. Other, non-consumption based, charges defined by the standard rate schedule are not impacted by the Solar Block subscription and will be billed to the Participant. The entire bill amount, inclusive of all standard rate charges and Solar Program charges, must be paid according to the payment terms set forth in the Company's Rules and Regulations.

WAITING LIST

If at the time of enrollment, a customer's desired subscription level is greater than the available Solar Blocks of the Solar Resource(s), then the customer may elect to be placed on a waiting list. If the available capacity is less than the customer's desired subscription level, the customer will be offered the opportunity to subscribe to the remaining available capacity and be placed on the waiting list for the remainder of the desired subscription level. If the customer does not wish to participate at the lower subscription level, then the next customer on the waiting list will be offered the available capacity. Customers will be offered an opportunity to be placed on the waiting list only if the available capacity is less than the customer's desired subscription level. The Company will maintain records related to the waiting list.

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For ALL TERRITORY

COMMUNITY SOLAR PILOT PROGRAM SCHEDULE CSPP
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SUBSCRIPTION TERM

Participants must remain in the Solar Program at their Subscription Level for a minimum of three years, as measured from the first bill received under this Schedule CSPP. Participants who subscribe to 1,000 or more Solar Blocks (500 kW AC) shall commit to a minimum term of ten (10) years. Following the initial term, the subscription will continue indefinitely until cancelled or terminated as provided for herein.

If a Participant cancels their subscription or becomes ineligible due to some action of the Participant before the end of the initial subscription term, they are required to pay Termination Fees which will be equal to the Solar Facility Charge applicable to the initial subscription level times the number of months remaining in the subscription term. These Termination Fees collected by the Company will be treated as a Contribution in Aid of Construction (“CIAC”). However, a customer that is a participant in the Program will be permitted to withdraw from the Program before the initial commitment period has been completed only if a customer on the waitlist for which there is not a Resource available can take the withdrawing participant’s place for the Resource, and the withdrawing participant will not be refunded any fees.

EXPANSION

The Company may offer a new Solar Resource if there are sufficient subscriptions to support, and the Commission approves, a Certificate of Convenience and Necessity (“CCN”). Upon granting of a CCN, construction of a new Solar Resource shall not begin until it is fully subscribed. Solar Program expansion will be done with consideration of the energy delivered to the jurisdictional system.

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COMMUNITY SOLAR PILOT PROGRAM

SCHEDULE CSPP

PROGRAM PROVISIONS AND SPECIAL TERMS

1. Customers may enroll in the program via the Company’s website or by contacting the Company’s customer service department. Customers applying for service under this Solar Program must have and maintain an account that is not more than 60 days delinquent or in default at the time of application. Renewable Energy Credits (“RECs”) produced by Solar Resources will be tracked by the Company, consistent with Participant subscriptions. All rights to the RECs associated with the generation output of the Solar Resource will be transferred by the Company to the Participants with an active renewables’ registry account. If a participant has no such account, the Company will retire the credits on behalf of the participant within the commission-approved tracking system.
2. 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 Solar Program for any period of time.
3. Enrollment; Participation Fee; Commitment:
 - a. CSPP-I (the first Solar Resource) is an approximately 2.25 MW Solar Resource representing approximately 4,500 Solar Blocks at 500 Watts AC each. Eligible customers enrolling in the Solar Program for CSPP-I will be assigned to the Solar Resource until such time as all of the Solar Blocks for the Solar Resource are subscribed.
 - b. For each additional Solar Resource other than CSPP-I, eligible customers enrolling in the Solar Program will be assigned to the Solar Resource until such time as all of the Solar Blocks for the Solar Resource are subscribed. For each additional Solar Resource other than CSPP-I and CSPP-II, upon enrollment, customers may be required to pay a Program participation fee per Solar Block, with said amount to be established by the Commission, and this tariff to be updated accordingly. Collected Program participation fees will be treated by the Company as a Contribution in Aid of Construction (“CIAC”) upon construction of the Solar Resource.
 - c. On and after the date the Company commits to construct the Solar Resource, which commitment shall occur upon the Company posting its commitment on its website and sending an email, if available, or by letter, announcing its commitment to the enrollees assigned to the Solar Resource, said enrollees will be obligated to participate in the Solar

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SCHEDULE CSPP

Program and pay the charges thereunder for a term of three years after the Solar Resource’s in-service date, unless the customer no longer takes service from the Company. Until said committal date, an enrollee may withdraw from the Solar Program via the Company’s website or calling the Company’s customer service line and, if applicable, shall receive a full refund of the enrollee’s Program participation fee.

Any enrollee from whom a Program participation fee has been collected who has not received service from the Solar Resource by the earlier of (1) the date the Company commits to the Solar Resource, or (ii) three years after this tariff becomes effective, will be refunded the Program participation fee.

4. Customer’s may enroll in the Solar Program via the Company’s website or calling the Company’s customer service line after the Company has committed to build the Solar Resource, and throughout the Solar Program’s operation, during which there exists a Solar Availability Bank, without paying a Program participation fee. The Company will maintain a waiting list of customers interested in enrolling in the Program during periods when there are no blocks available in the Solar Availability Bank and will notify customers on the waiting list via e-mail or letter when blocks become available. If a Participant moves to another location within the Company’s Missouri service territory the subscription will transfer to the new customer account. If the subscription level exceeds the new location’s allowed subscription amount, the customer will be responsible for the original subscription amount until the end of the original subscription period. At the end of the original subscription period, the customer may elect to change their subscription level.
5. Participants that have multiple eligible accounts in the Company’s Missouri service territory and are subscribed to a minimum of 1,000 Solar Blocks may transfer subscribed Solar Blocks from one eligible account to another subject to the following conditions:
 - a. The account to which the subscribed Solar Blocks are transferred is otherwise eligible to participate in the CSPP program.
 - b. The total Solar Blocks subscribed by the receiving account do not exceed the allowed subscription amount after the Solar Blocks are transferred.
 - c. Any remaining subscription term associated with the transferred Solar Blocks will remain in effect following the transfer.
 - d. Resale is Prohibited. Participant rights to a solar block may not be sold or otherwise transferred to a third party.

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COMMUNITY SOLAR PILOT PROGRAM SCHEDULE CSPP
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6. If a Participant’s electric service is cancelled or the Participant’s account is terminated due to an action of the Participant before the end of the initial subscription term, the Company will make the subscribed Solar Blocks available to customers on the waiting list. If the cancelled subscription is not fully subscribed by another customer for the remaining subscription period, the cancelling participant shall be responsible for a Termination Fee for the remaining portion of the subscription. The Termination Fee shall be equal to the solar facility charge for the subscription level times the number of months remaining in the initial subscription term. Termination fees collected by the Company shall be treated as a CIAC.
7. Participants must notify the Company via the Company’s website or calling the Company’s customer service line, of their intent to transfer any subscription(s). Transfers will only be effective if the transferee satisfies the terms and conditions applicable to the subscription, signs and returns the Participant Agreement to the Company, and thereby assumes all responsibilities associated therewith.
8. Customers that subscribe will continue as Participants until, they cancel their subscription, their subscription is terminated, or the Solar Program is terminated. New subscriptions and cancellations require 20 calendar days’ notice by the Participant via the Company’s website or calling the Company’s customer service line prior to the end of the Participant’s billing cycle and will take effect at the beginning of the next applicable billing cycle.
9. Any Participant who cancels its participation in the Solar Program must wait 12 months after the first billing cycle without a subscription to re-enroll in the Solar Program.
10. Unsubscribed Solar Blocks will be determined monthly and any energy production associated with any such amounts shall be included in the Company’s generation portfolio.
11. The cost associated with any unsubscribed portion of Solar Resources will not be included in the revenue requirement used to establish base rates if subscriptions cover at least 50 percent of Solar Resources. If subscriptions cover less than 50 percent of Solar Resources, then the cost associated with the unsubscribed portion below 50 percent of Solar Resources will be included in the revenue requirement used to establish base rates.
12. The RECs associated with unsubscribed or unused portions of the solar production will be tracked and applied to the Company Renewable Portfolio Standard requirements.

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