

AN ORDINANCE APPROVING THE MUNICIPAL ELECTRIC SERVICE AGREEMENT (MESA) WITH THE EMPIRE DISTRICT ELECTRIC COMPANY D/B/A LIBERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, The Municipal Electric Service Agreement (MESA) formalizes the purchase of electricity from The Empire District Electric Company D/B/A Liberty for the city's municipal needs; and

WHEREAS, the MESA was last approved on April 28, 2015 and must be renewed every 10 years; and

WHEREAS, the MESA not only addresses the Branson's use of power at municipal facilities but more importantly establishes the process for street lighting which is that Liberty will install, own, operate and maintain street lights and establish rates for various lighting fixtures; and

WHEREAS, the Board of Aldermen desires to approve the MESA.


NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, AS FOLLOWS:

Section 1: The Board of Aldermen hereby approves the Municipal Electric Service Agreement (MESA) with The Empire District Electric Company D/B/A Liberty for the purchase of electricity as specified in the related specifications and substantial conformity with the terms shown on Exhibit "1" attached and incorporated by this reference as set out here in full, together with such changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The Mayor, City Administrator, and other appropriate City officials are hereby authorized to execute the Agreement and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation.

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.


Read, this first time on this 22nd day of April, 2025.

Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this 22nd day of April, 2025.


Larry D. Milton
Mayor

ATTEST:

APPROVED AS TO FORM:


Hillary Briand
City Clerk


City Attorney

Office Use Only
MASTER CONTRACT NUMBER:
C2025-0109

MUNICIPAL ELECTRIC SERVICE AGREEMENT

THIS MUNICIPAL ELECTRIC SERVICE AGREEMENT ("Agreement") is entered into as of this _____ day of April, 2025, by the CITY OF BRANSON, MISSOURI, a fourth-class municipality of the State of Missouri (hereinafter referred to as "City"), and by The Empire District Electric Company d/b/a Liberty (hereinafter referred to as "Utility"); City and Utility are collectively referred to herein as the "Parties" or a "Party."

WITNESSETH:

WHEREAS, the City of Branson desires to engage the Utility to continue providing electric service and equipment to light the City's streets, alleys, and public ways and electric service for light and power for the City's parks, properties, and public places; and

WHEREAS, the Utility made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal; and

WHEREAS, Utility is an "electrical corporation" and "public utility" subject to the general jurisdiction of the Missouri Public Service Commission ("MoPSC").

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Utility as follows:

1. Services. The City agrees to engage the services of the Utility, and the Utility agrees to perform the services hereinafter set forth in connection with this Agreement in accordance with the standard of care, skill, expertise, materials, and requirements set forth and pursuant to its tariffs on file with the MoPSC, including Schedule SPL, as the same may be amended from time to time.

2. Addition to Services.

- a. When, by agreement with the City, the Utility shall install, own, operate, and maintain street lights charged for under Schedule SPL, or is required to provide special or excessive electric facilities to serve City owned street lighting systems served under Schedule SPL, there shall be charged, in addition to the rates hereinbefore set out, a Facilities Usage Charge, payable as herein provided, as mutually agreed upon by the Parties.
- b. It is agreed that the Facilities Usage Charge shall be computed at the rate set forth in Municipal Street Lighting Service Schedule SPL (*Exhibit 1*) as now or in the future in effect and on file with the MoPSC. Said rate shall be applied to the investment in Utility owned streetlights and special or excessive electrical facilities to serve City owned streetlights utilized by the City under Schedule SPL. As of December 31, 2024, the City's annual Facilities Usage Charge is \$198,106.59. This charge shall only increase or otherwise be changed pursuant to written agreement of the Parties (via Utility form SA-22 or other written agreement). Such Facilities Usage Charge shall be due and payable by the City of Branson, Missouri, to the Utility so long as the street lights and/or special electric facilities herein referred to in Article 2(a) and its references shall be utilized by said City, but for a

term of not less than ten (10) years from date hereof, and shall be payable as provided in said Schedule SPL.

- c. The Utility agrees to change the location of any streetlamp in use upon the written request of the City, provided the City shall pay the Utility the actual cost thereof.
- d. The Utility shall furnish and the City shall take and pay for electric service for municipal use, as may be required from time to time by the City in its parks, buildings, properties and public places, according to the rates and provisions of the filed standard rate schedules of the Utility, and subject to the valid rates, rules and regulations of any competent regulating authority of Utility, including the MoPSC.

3. Exchange of Data. All information, data, plans, and reports in the City's possession and necessary for the carrying out of the work, shall be furnished to the Utility without charge, and the Parties shall cooperate with each other in every way possible in carrying out the scope of services.

4. Personnel. The Utility represents that Utility will secure, at Utility's own expense, all personnel required to perform the services called for under this Agreement by Utility. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Utility. All services required hereunder will be performed by the Utility or under Utility's direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this Agreement shall be subcontracted without the written approval of the City, which shall not be unreasonably withheld.

5. Term. The services of the Utility under this Agreement shall be for an initial period of two (2) years from the date of execution and shall be automatically extended for an additional four (4) two (2) year terms. This Agreement shall not be effective for a period of more than 10 years.

6. Costs not to Exceed. The City of Branson is limited by law and its bidding and procurement process with respect to the amount of money it can pay. The rates and conditions set forth in the attached Schedule SPL (*Exhibit 1*), and all applicable rates, rules and, regulations of the Utility filed with competent authority having jurisdiction as now or hereafter promulgated, shall be allowed provided the City utilizes the Utility's service for electric or power service and the Utility serves the City under the provisions of an electric franchise; except for providing further that nothing herein shall prohibit the City from lawfully collecting an Occupation Tax, License Tax, motor vehicle license fees, or any ad valorem tax on the Utility's real estate and personal property.

7. Payment.

- a. **Conditioned upon acceptable performance.** Provided Utility performs the services in the manner set forth herein, the City agrees to pay the Utility in accordance with the terms set forth in *Exhibit 1*, which shall constitute complete compensation for all services to be rendered under this Agreement; provided, that where payments are to be made periodically to Utility for services rendered under this Agreement, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory

manner in accordance with the schedule and description of services set forth in *Exhibit 1*.

8. Termination of Agreement. Either Party may terminate this Agreement with 60 days written notice to the other Party and approval from all other government agencies, including but not limited to the MoPSC. The terminating Party shall follow laws, rules, and regulations required for said termination. If City lawfully terminates this Agreement, Utility will assist City in the orderly termination of services, including timely transfer of services to another designated provider. Anticipatory profits and consequential damages shall not be recoverable by Utility.

9. City's Limitation on Indebtedness. In accordance with the laws of the State of Missouri, specifically Missouri Constitution, Art. VI, Section 26, notwithstanding any provision to this contract, nothing in this Agreement shall be construed as creating an obligation or debt beyond the City's fiscal year, and in the event that it does, performance of the City's obligations under this Agreement is expressly subject to appropriation of funds by the City year-to-year during the duration of this Agreement.

10. Conflicts. No salaried officer or employee of the City and no member of the Board of Alderman shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders the Agreement void. Any federal regulations and applicable provisions in Section 105.450 *et seq.* RSMo. shall not be violated. Utility covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Agreement. The Utility further covenants that in the performance of this Agreement no person having such interest shall be employed.

11. Assignment. The Utility shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, which shall not be unreasonably withheld. Provided, however, that claims for money due or to become due to the Utility from the City under this Agreement may be assigned to a bank, trust contractor, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this Agreement, including the right to change or delete activities from this Agreement or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this Agreement, though City will attempt to so notify any such assignee.

12. Discrimination. The Utility agrees in the performance of this Agreement not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Utility or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

13. Occupational License. The Utility shall obtain and maintain an occupational license with the City of Branson, Missouri, if required by City Code, and any required state or federal license. The cost for this occupational license shall be borne by the Utility. Utility shall not purchase materials or begin work on this Agreement until this occupational license has been obtained, if

required.

14. Compliance with Laws. Utility agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Utility affirmatively states that payment of all local, state, and federal taxes and assessments owed by Utility is current.

15. General Independent Contractor Clause. This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the Utility will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, Missouri Prevailing Wage requirements, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Utility will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Utility's activities and responsibilities hereunder. The Utility agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Utility and the City, and the City will not be liable for any obligation incurred by the Utility, including but not limited to unpaid minimum wages and/or overtime premiums.

16. No Third-Party Benefits. This Agreement shall not be deemed to create any third-party benefit hereunder for any member of the public or to authorize anything or anyone, not a party hereto, to maintain suit pursuant to the terms of this Agreement.

17. City Benefits. The Utility shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

18. Non-Agency. The Parties agree that nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the Parties.

19. Insurance. Utility agrees to maintain insurance as set forth below and provide to City certificates of coverage evidencing said coverage at the time of signing this Agreement, if requested, and on each anniversary of such insurance coverage during the term of this Agreement and any renewals, if requested, which certificates shall contain a provision that the policy will not be cancelled unless and until thirty (30) days' notice of said cancellation has been given to the City, but, in any event, the Utility, any time after the Agreement has been signed, shall notify the City of any impending cancellation, actual cancellation, termination or nonrenewal of the policy by faxing or delivering to the City a copy of the insurer's cancellation, termination or nonrenewal notice to Utility within ten (10) business days of Utility's receipt of said notice. Utility shall also advise the City in writing within ten (10) business days of any oral or other advisement by the insurer of any impending cancellation, actual cancellation, termination or nonrenewal of the policy. (If the City gives written permission for some of the work under this Agreement to be subcontracted or it is subcontracted, Utility shall assure that the subcontractor has the insurance set forth below and that the City and Utility are listed as an additional insured on all of

subcontractor's policies):

- a. **Comprehensive General Liability.** Minimum limit of \$1,000,000 combined single limit, \$2,000,000 annual aggregate for bodily injury and property damage per occurrence with City named as an additional insured on the policy.
- b. **Comprehensive Automobile Liability.** \$1,000,000 combined single limit with City named as an additional insured on the policy.
- c. **Workers' Compensation.** Statutory requirements.

The provision of insurance shall not be construed, nor is it intended to be a waiver of sovereign immunity or any other defense available to City, its officers, agents or employees except to the extent insurance coverage is actually provided.

20. Liability and Indemnity. The Parties mutually agree to the following:

- a. In no event shall a Party be liable to the other for special, indirect, or consequential damages. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this Agreement.
- b. The Utility shall defend, indemnify, and hold the City and its elected or appointed officials, officers, employees and agents harmless from and against all actual claims and alleged claims and all damages, including but not limited to losses, liabilities, costs, expenses and attorney fees arising out of personal injuries, including illness or death, and damage to, or destruction of, property, which are caused by the Utility or the Utility's agents, employees, sub-contractors or by others for whom Utility is liable arising out of or in any way connected with or resulting from, performance of, or failure to perform, this Agreement; unless the same shall be due to the negligence or intentional acts or inactions of the City or anyone acting on behalf of the City.
- c. The Utility shall indemnify and hold the City harmless from all wages or overtime compensation due its employees in rendering services pursuant to this Agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law, if applicable.
- d. All the provisions in this Agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes. Further, this Agreement is not intended to act as a waiver or limitation of City, or any of its officer's, agent's or employee's rights and/or defenses regarding sovereign or any other immunity or defense under Federal Law, Missouri Law, or Municipal Law or Regulation. The Parties agree that the City is not indemnifying this Agreement for any reason whatsoever.
- e. Notwithstanding any provision to the contrary, in no event shall Utility's aggregate liability for all damages connected with its services under the Agreement be more than the actual damages incurred by City.
- f. In the event of litigation by the City against Utility to enforce the terms of this Agreement, or to remedy a breach of the terms of this Agreement (either in law or in equity), the City

shall be entitled to recover from the Utility its reasonable attorney fees, costs, and expenses arising from such litigation if the City is a prevailing party. If the Utility is the prevailing party in litigation brought by or against the City, the Utility shall be entitled to recover from the City its reasonable attorney fees, costs, and expenses arising from such litigation.

21. Performance and Labor and Material Payment Bond. If the Utility performs any construction work on behalf of the City and the work is estimated to exceed \$50,000.00, the Utility shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City. Each bond shall be in the total amount of the construction work conditioned upon the full and faithful performance of all major terms and conditions of this Agreement and payment of all labor and material suppliers. It is further mutually agreed between the Parties hereto that if, at any time after the execution of this Agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Utility shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Utility shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

22. Prevailing Wage. If the Utility performs any construction work on behalf of the City and the work is estimated to exceed \$75,000 for the total project cost, not less than the prevailing hourly rate of wages for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri, shall be paid to all workers performing work under this Agreement, if said Prevailing Wage requirements are applicable to the Utility and required by law. If applicable, the penalties forfeited to the City for violations of the Prevailing Wage Act for each workman employed, for each calendar day, or portion thereof, such workman is paid less than their said stipulated rates for any work done under said Agreement shall be one hundred dollars (\$100) per worker, per day.

23. OSHA Requirements pursuant to Section 292.675 RSMo.

- a. Any contractor for any public body for purposes of construction of public works and any subcontractor (any person entering into a subcontract with a contractor for construction of public works which employs "on-site employees" for purposes of completion of the contract) to such contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program, unless such employees have previously completed the required program. All employees who have not previously completed the program are required to complete the program within sixty days of beginning work on such construction project.

- b. Any employee found on a work site subject to this section without documentation of the successful completion of the required course shall be afforded twenty days to produce such documentation before being subject to removal from the project.
- c. The contractor to whom the contract is awarded and any subcontractor under such contractor shall require all on-site employees to complete the above referenced ten-hour training program or such employees must hold documentation of prior completion of the program. Said contractor and subcontractor(s) shall comply with Section 292.675, RSMo., in all respects as required in relation to work done pursuant to this contract.
- d. The contractor shall forfeit as a penalty to the public body on whose behalf the contract is made or awarded, two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period referenced in subparagraphs (a) and (b) above have elapsed.
- e. The public body awarding the contract shall withhold and retain therefrom all sums and amounts due and owing as a result of any violations of this section when making payments to the contractor under the contract. The contractor may withhold from any subcontractor sufficient sums to cover any penalties the public body has withheld from the contractor resulting from the subcontractor's failure to comply with the terms of this section. If the payment has been made to the subcontractor without withholding, the contractor may recover the amount of the penalty resulting from the fault of the subcontractor in an action maintained in the circuit court in the county in which the public works project is located from the subcontractor.
- f. "On-site employees" are defined as laborers, workmen, drivers, equipment operators, and craftsmen employed by contractors and subcontractors to be directly engaged in construction at the site of the public works. "Directly engaged in construction" shall mean work performed in the actual erection of the structure or completion of the improvement constituting the public works. In addition, employees working at a nearby or adjacent facility used by the contractor or subcontractor for construction of the public works shall be deemed "on-site employees." Persons engaged solely in the transportation of materials, fuel, or equipment to the site of the public works shall not be deemed to be "directly engaged in construction."

24. Missouri Immigration Law Affidavit. After January 1, 2009, Utility takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The Utility's execution of this Agreement constitutes certification of compliance with this provision.

25. Anti-Discrimination Against Israel Act. If this agreement has a total potential value of

\$100,000 or more and Utility has 10 or more employees, the following applies: Pursuant to Section 34.600, RSMo, Utility agrees to comply with Missouri law regarding the Anti-Discrimination Against Israel Act, and execution of this Agreement constitutes Utility's certification of compliance with the Anti-Discrimination Against Israel Act, including that it is not currently engaged in, and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in, or with, Israel companies authorized by, licensed by, or organized under, the laws of the State of Israel; or persons or entities doing business in the State of Israel.

26. Equal Employment Opportunity. During the performance of this Agreement, Utility agrees that Utility will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin, or any other legally protected category.

27. Notices. All notices required or permitted herein under and required to be in writing may be given by email or first-class mail addressed to City and Utility at the addresses or email addresses provided. The contact information provided by the Utility vendor contact information page must be kept current. The contact information for the City is provided below. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by email or mail shall be deemed to be the date transmission occurs.

a. Notice to the City of Branson

Cathy Stepp, City Administrator
110 W. Maddux, Suite 210
Branson, MO 65616
417-337-8548
cstepp@bransonmo.gov

b. Notice to the Utility

Floyd (Junior) Shook
215 W. Main
Branson, MO 65616
Email: Floyd.Shook@LibertyUtilities.com
Office Phone: 417-625-5100

28. Jurisdiction. This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Agreement be litigated, venue shall be proper only in the Circuit Court of Taney County, Missouri or the Federal District Court for the Western District of Missouri, as appropriate. The Party's submit to the personal jurisdiction of and waive any personal jurisdiction or inconvenient forum objection to those courts.

29. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void.

30. Waiver. All waivers of and consents to any terms and conditions of this Agreement, or any rights, powers, or remedies under it, by either Party must be in writing in order to be effective. Once a right has vested in a party, that party shall not be deemed to have waived its right due to its failure or election to not exercise its right at the time it vests, and such party shall continue to have the option to exercise its right unless it waives its right in writing. No waiver or consent granted with respect to one matter or incident shall be construed to operate as a waiver or consent with respect to any different or subsequent matter or incident.

31. Use of Electronic Signatures. The Parties agree to the electronic execution and delivery of any agreement, contract, or purchase order resulting from the acceptance of a bid and that any electronic signatures including facsimile transmission are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

32. Entire Agreement. This Agreement contains the entire Agreement of the Parties. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing specifically referring hereto and signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and year herein stated.

**THE EMPIRE DISTRICT ELECTRIC
COMPANY d/b/a LIBERTY**

By: _____
(Signature) Date

Name: _____
(Printed Name)

Title: _____

Company Name: _____

Address: _____

Phone: _____

E-Mail: _____

CITY OF BRANSON, MISSOURI

Larry D. Milton Date
Mayor

ATTEST:

Hillary Briand Date
City Clerk

APPROVED AS TO FORM:



City Attorney Date 4/9/25

EXHIBIT 1

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

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

Canceling P.S.C. Mo. No. 6 Sec. 3 Original Sheet No. 1

For ALL TERRITORY

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 term of not less than ten (10) years, for outdoor lighting for streets, alleys, parks and public places under the provisions Company's standard Municipal Electric Service Agreement, having an original term of not less than two (2) years.

| ANNUAL STREET LIGHTING CHARGE: | Annual Charge Per Lamp | Annual kWh | Watts |
|--|------------------------------|---------------|-------|
| Incandescent Lamp Sizes (No New Installation Allowed) | | | |
| 4,000 lumen | \$ 67.46 | 1,088 | |
| Mercury-Vapor Lamp Sizes: | | | |
| 7,000 lumen | 91.62 | 784 | 175 |
| 11,000 lumen | 109.95 | 1,186 | 250 |
| 20,000 lumen | 157.41 | 1,868 | 400 |
| 53,000 lumen | 265.58 | 4,475 | 1000 |
| High-Pressure Sodium-Vapor Lamp Sizes (Lucalox, etc.): | | | |
| 6,000 lumen | 85.85 | 374 | 70 |
| 16,000 lumen | 107.46 | 694 | 150 |
| 27,500 lumen | 139.85 | 1,271 | 250 |
| 50,000 lumen | 199.31 | 1,880 | 400 |
| 130,000 lumen | 321.64 | 4,313 | 1000 |
| Metal Halide Lamp Sizes: | | | |
| 12,000 lumen | 134.35 | 696 | 175 |
| 20,500 lumen | 164.64 | 1,020 | 250 |
| 36,000 lumen | 220.24 | 1,620 | 400 |
| 110,000 lumen | 508.78 | 4,056 | 1000 |

The monthly charge per lamp, is 1/12th of the annual charge.

FUEL ADJUSTMENT CLAUSE:

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

DETERMINATION OF ENERGY (kWh) USAGE FOR NON-METERED FIXTURES:

The monthly energy for each type and size of lamp is determined by multiplying the annual kWh listed above, by the monthly factor listed in the table below:

| Month | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | 12 month total |
|-----------------|------|------|------|------|------|------|------|------|------|------|------|------|-------------------|
| Usage Factor | .103 | .089 | .087 | .075 | .070 | .064 | .067 | .073 | .079 | .091 | .098 | .104 | 1.00 |

DATE OF ISSUE May 2, 2022 DATE EFFECTIVE June 1, 2022
ISSUED BY Charlotte Emery, Director Rates and Regulatory Affairs, Joplin, MO

FILED
Missouri Public
Service Commission

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

P.S.C. Mo. No. 6 Sec. 3 Original Sheet No. 1a

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

For ALL TERRITORY

MUNICIPAL STREET LIGHTING SERVICE
SCHEDULE SPL

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, specialty or decorative glass excluded, 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 .75% 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.

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.

PAYMENT:

All bills shall be rendered monthly 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 Company.
3. The Company Rules and Regulations, P.S.C. Mo. No. 5, Section 5, are a part of this schedule.

FILED
Missouri Public
Service Commission
ER-2019-0374; EN-2021-0038;
YE-2021-0041

DATE OF ISSUE August 17, 2020 DATE EFFECTIVE September 16, 2020
ISSUED BY Sheri Richard, Director Rates and Regulatory Affairs, Joplin, MO

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

P.S.C. Mo. No. 6 Sec. 3 Original Sheet No. 6

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

For ALL TERRITORY

MUNICIPAL STREET LIGHTING SERVICE
LIGHT EMITTING DIODE (LED) TARIFF
SCHEDULE SPL-LED

AVAILABILITY:

This schedule is available for outdoor lighting for streets, alleys, parks, and public places by municipalities served by the Company under the provisions of an Electric Franchise having an original term of not less than ten (10) years, and who have executed, prior to the effective date of this schedule, the Company's standard Municipal Electric Service Agreement (MESA), having an original term of not less than two (2) years.

ANNUAL STREET LIGHTING CHARGE:

| Light Emitting Diode (LED) Fixtures: | Lumens | Annual Charge per Fixture | Annual kWh | Input Watts |
|--------------------------------------|---------------|------------------------------|---------------|----------------|
| LED 1..... | 7,500-9,500 | \$ 74.03 | 380 | 92 |
| LED 2..... | 13,000-16,000 | \$100.02 | 591 | 143 |
| LED 3..... | 19,000-22,000 | \$148.35 | 694 | 168 |

The monthly charge per lamp is 1/12th of the annual charge.

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.

DETERMINATION OF ENERGY (kWh) USAGE FOR NON-METERED FIXTURES:

The monthly energy charge for each type of fixture is determined by multiplying the annual kWh listed above, by the monthly usage factor listed in the table below:

| Month | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | 12 month total |
|-----------------|------|------|------|------|------|------|------|------|------|------|------|------|-------------------|
| Usage Factor | .103 | .089 | .087 | .075 | .070 | .064 | .067 | .073 | .079 | .091 | .098 | .104 | 1.00 |

DATE OF ISSUE August 17, 2020 DATE EFFECTIVE September 16, 2020

ISSUED BY Sheri Richard, Director Rates and Regulatory Affairs, Joplin, MO

FILED
Missouri Public
Service Commission
FD 2020-0274-EN 0004 0000

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

P.S.C. Mo. No. 6 Sec. 3 Original Sheet No. 7

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

For ALL TERRITORY

MUNICIPAL STREET LIGHTING SERVICE
LIGHT EMITTING DIODE (LED) TARIFF
SCHEDULE SPL-LED

MUNICIPALITY OWNERSHIP:

If the Municipality owns the LED Street Lighting System, the Company will furnish electric energy, inspect LED street lights, and repaint steel poles when necessary. However, replacement or repairs to poles, conduit, conductors, or fixtures 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 LED street lights served under this schedule or is required to provide special or excessive electric facilities to serve Municipality-owned LED 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 LED street lighting facilities and a Facilities Usage Charge in the amount of .75% 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.

MINIMUM:

The total annual net amount of the Annual LED Street Lighting Charge, plus the Facilities Usage Charge, shall not be less than an amount equal to twelve (12) times the total of charges to the Municipality for street lighting service for the calendar month prior to the date of the contract.

PAYMENT:

All bills shall be rendered monthly 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 fixtures shall burn every night from dusk to dawn, subject to a reasonable maintenance schedule.
2. The Company Rules and Regulations, P.S.C. Mo. No. 5, Section 5, are a part of this schedule.

DATE OF ISSUE August 17, 2020 DATE EFFECTIVE September 16, 2020
ISSUED BY Sheri Richard, Director Rates and Regulatory Affairs, Joplin, MO

FILED
Missouri Public
Service Commission
FD 342-3274-PL 0001-0000