

October 16, 2020

VIA ELECTRONIC FILING

Mr. Morris Woodruff, Secretary Missouri Public Service Commission P.O. Box 360 Jefferson City, MO 65102

RE: The Empire District Electric Company Community Solar Pilot Program - Case No. ET-2020-0259

Dear Judge Woodruff:

On April 17, 2020, The Empire District Electric Company ("Liberty") filed an application for approval of a Community Solar Pilot Program, along with proposed tariff sheets. Since the initial filing of the Community Solar Pilot Program application and tariff sheets, Liberty continued to work with Staff on program design and costs. Also, in the interim, the complete tariff book was replaced to reflect the addition of the fictitious name "Liberty" for The Empire District Electric Company (moving from PSC MO No. 5 to PSC MO No. 6).

Given the foregoing, the Community Solar Pilot Program tariff sheets filed on April 17, 2020, were withdrawn, and new Community Solar Pilot Program tariff sheets were submitted on September 15, 2020. Those tariff sheets were approved by the Commission and took effect on October 15, 2020.

An error was discovered in the final, approved tariff sheets now in effect. In the process of making edits between the initial filing and the final submission, a section of text was accidentally deleted. The missing paragraphs are specific to the billing process for the GP, TEB, and LP classes. To address the error, the following sheets are being submitted:

> PSC MO No. 6, Section 4, 1st Revised Sheet No. 25f; PSC MO No. 6, Section 4, 1st Revised Sheet No. 25g; PSC MO No. 6, Section 4, 1st Revised Sheet No. 25h; PSC MO No. 6, Section 4, 1st Revised Sheet No. 25i; PSC MO No. 6, Section 4, 1st Revised Sheet No. 25j; PSC MO No. 6, Section 4, 0riginal Sheet No. 25k.

These sheets bear an issue date of October 16, 2020, and a proposed effective date of November 15, 2020. A redlined version was previously provided to Staff and OPC and is attached hereto.



Please do not hesitate to contact me with any questions or concerns regarding this correction to Liberty's Community Solar Pilot Program tariff sheets, and please bring this tariff action to the attention of the Commissioners and the appropriate Commission personnel.

Sincerely,

Diana Carter

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY									
P.S.C. Mo. No. <u>6</u>	Sec.	4	1st	Revised	Sheet No.	25f			
Cancelling P.S.C. Mo. No. <u>6</u>	Sec.	4		Original	Sheet No.	25f			
For <u>ALL TERRITORY</u>									
COMMUNITY SOLAR PILOT PROGRAM									
SCHEDULE CSPP									

MONTHLY BILLING

For Participants served under the Company's RG, CB, and SH 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 GP, TEB, and LP rate schedules

- 4. The energy production of 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. The Participant's Billing Demand Quantity Credit 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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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 the 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 the 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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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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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. The Solar Program will result in the construction of 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 will be assigned to the Solar Resource until such time as all of the Solar Blocks for the Solar Resource are subscribed, and upon enrollment such customers shall pay a Program participation fee of \$25.00 per Solar Block. Collected Program participation fees will be treated by the Company as a Contribution in Aid of Construction (CIAC) upon construction of the Solar Resource.
 - b. 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 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

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may withdraw from the Solar Program via the Company's website or calling the Company's customer service line and shall receive a full refund of the enrollee's Program participation fee.

- c. 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 is no Solar Availability Bank, and will notify customers on the waiting list via e-mail or letter when the Bank becomes 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 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.

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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 the energy production associated with any such amounts shall be included in the Company's generation portfolio.
- 11. 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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- 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 GP, TEB, and **PLLP** rate schedules

- 4. The energy production of 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.
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DATE OF ISSUE October 16, 2020

DATE EFFECTIVE November 15, 2020

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- 4.9. The Participant's share of the 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 the Solar Resource energy production.
- 5.10. 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.

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EXPANSION

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- 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. The Solar Program will result in the construction of 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 will be assigned to the Solar Resource until such time as all of the Solar Blocks for the Solar Resource are subscribed, and upon enrollment such customers shall pay a Program participation fee of \$25.00 per Solar Block. Collected Program participation fees will be treated by the Company as a Contribution in Aid of Construction (CIAC) upon construction of the Solar Resource.
 - b. 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 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

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may withdraw from the Solar Program via the Company's website or calling the Company's customer service line and shall receive a full refund of the enrollee's Program participation fee.

- c. 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 is no Solar Availability Bank, and will notify customers on the waiting list via e-mail or letter when the Bank becomes 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 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.

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