

**BEFORE THE PUBLIC SERVICE COMMISSION OF THE  
STATE OF MISSOURI**

In the Matter of The Empire District        )  
Electric Company's Application for        ) **File No. ET-2020-0259**  
Approval of a Community Solar         )  
Program for Electric Customers in        )  
the Missouri Service Area                )

**STIPULATION AND AGREEMENT**

**COME NOW** The Empire District Electric Company d/b/a Liberty (“Liberty” or the “Company”) and the Staff of the Missouri Public Service Commission (“Staff”), by and through their respective counsel, and, for their Stipulation and Agreement (“Stipulation” or this “Agreement”), respectfully state as follows to the Missouri Public Service Commission (“Commission”):

**Background:**

1. On February 27, 2020, Liberty filed its Notice of Intended Case Filing regarding a Community Solar Pilot Program (“CSPP”). Liberty satisfied RSMo 393.1665's utility-owned solar investment requirement through their CSPP-I, and, pursuant to that statute, Liberty did not need to apply for and obtain a certificate of convenience and necessity (“CCN”) for CSPP-I. Liberty must, however, apply for and obtain a CCN for additional solar facilities (absent the applicability of another statutory exemption).

**Certificate of Convenience and Necessity Applications:**

2. This Stipulation addresses Liberty’s proposed amendment to its CSPP tariff sheets with regard to CSPP-II and future CCN applications for subsequent community solar facilities in Liberty’s CSPP.

3. The approval of the Company's revised tariff sheets, as discussed below, is without prejudice to CSPP-II and future CCN applications. No aspect of the future CCN application for CSPP-II and future CCN applications has been decided, approved, or otherwise addressed in any way by this Agreement.

Tariff Changes:

4. The parties agree that the following changes will be made to Schedule CSPP tariff language:
  - a. 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.
  - b. 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. 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.

5. Liberty shall file compliance tariff sheets reflective of the example included in Appendix A, with an effective date of 30 days after filing.

Evaluation Criteria:

6. The Company agrees to evaluate the CSPP in conjunction with any future requests for CSPP facilities, or after five years of operation of CSPP-1, whichever comes first.

Evaluation will include:

- a. Recording of program costs and revenues (separately for participants, all ratepayers, and Company shareholders);
- b. Numbers and types of subscribers (by rate class and participation by low and moderate-income customers);
- c. Annual surveys of participating customers covering (economic considerations and customer service), impact or benefits of the facilities on the utility distribution system; and
- d. Plans to site program expansion facilities in areas where distributed generation would benefit the electric utility's distribution system, such as areas where there is a potential to avoid or minimize distribution system investment.

General Provisions:

7. This Agreement is being entered into solely for the purpose of settling the issues in this case explicitly set forth above. Unless otherwise explicitly provided herein, none of the Signatories to this Agreement shall be deemed to have approved or acquiesced in any ratemaking or procedural principle, including, without limitation, any cost of service methodology or determination, depreciation principle or method, method of cost determination or cost allocation or revenue-related methodology. Except as explicitly provided herein, none of the Signatories shall be prejudiced or bound in any manner by the terms of this Agreement in this or any other proceeding, regardless of whether this Agreement is approved.
8. This Agreement is a negotiated settlement. Except as specified herein, the Signatories to this Agreement shall not be prejudiced, bound by, or in any way affected by the terms of this Agreement: (a) in any future proceeding; (b) in any proceeding currently pending under a separate docket; and/or (c) in this proceeding should the Commission decide not to approve this Agreement, or in any way condition its approval of same.
9. This Agreement has resulted from extensive negotiations among the Signatories, and the terms hereof are interdependent. If the Commission does not approve this Agreement unconditionally and without modification, then this Agreement shall be void and no Signatory shall be bound by any of the agreements or provisions hereof.
10. This Agreement embodies the entirety of the agreements between the Signatories in this case on the issues addressed herein, and may be modified by the Signatories only by a written amendment executed by all of the Signatories.

11. If approved and adopted by the Commission, this Agreement shall constitute a binding agreement among the Signatories. The Signatories shall cooperate in defending the validity and enforceability of this Agreement and the operation of this Agreement according to its terms. This *Stipulation* does not constitute a contract with the Commission and is not intended to impinge upon any Commission claim, right, or argument by virtue of the *Stipulation's* approval. Acceptance of this *Stipulation* by the Commission shall not be deemed as constituting an agreement on the part of the Commission to forego the use of any discovery, investigative or other power which the Commission presently has or as an acquiescence of any underlying issue. Thus, nothing in this *Stipulation* is intended to impinge or restrict in any manner the exercise by the Commission of any statutory right, including the right to access information, or any statutory obligation.
12. If the Commission does not approve this Agreement without condition or modification, and notwithstanding the provision herein that it shall become void, neither this Agreement nor any matters associated with its consideration by the Commission shall be considered or argued to be a waiver of the rights that any Signatory has for a decision in accordance with RSMo. §536.090 or Article V, Section 18 of the Missouri Constitution, and the Signatories shall retain all procedural and due process rights as fully as though this Agreement had not been presented for approval, and any suggestions, memoranda, testimony, or exhibits that have been offered or received in support of this Agreement shall become privileged as reflecting the substantive content of settlement discussions and shall be stricken from and not be considered as

part of the administrative or evidentiary record before the Commission for any purpose whatsoever.

13. If the Commission accepts the specific terms of this Agreement without condition or modification, with respect only to the issues resolved herein, the Signatories each waive their respective rights to call, examine and cross-examine witnesses pursuant to RSMo. §536.070(2), their respective rights to present oral argument and written briefs pursuant to §536.080.1, their respective rights to the reading of the transcript by the Commission pursuant to §536.080.2, their respective rights to seek rehearing pursuant to §386.500, and their respective rights to judicial review pursuant to §386.510. This waiver applies only to a Commission order approving this Agreement without condition or modification issued in this proceeding and only to the issues that are resolved hereby. It does not apply to any matters raised in any prior or subsequent Commission proceeding nor any matters not explicitly addressed by this Agreement.

14. The Signatories shall also have the right to provide, at any agenda meeting at which this *Stipulation* is noticed to be considered by the Commission, whatever oral explanation the Commission requests, provided that each Signatory shall, to the extent reasonably practicable, provide the other parties with advance notice of the agenda meeting for which the response is requested. Signatories' oral explanations shall be subject to public disclosure, except to the extent they refer to matters that are privileged or protected from disclosure pursuant to the Commission's rules on confidential information.

**WHEREFORE**, the undersigned Signatories respectfully request the Commission to issue an order approving this Stipulation and Agreement subject to the

specific terms and conditions contained herein.

Respectfully submitted,

**/s/ Eric Vandergriff**

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**/s/ Diana C. Carter**

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### **CERTIFICATE OF SERVICE**

I hereby certify that the above document was filed in EFIS on this 18<sup>th</sup> day of April, 2023, with a copy sent by electronic mail to all counsel of record.

**/s/ Diana C. Carter**