BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of The Empire District Electric Company's Application for Approval of a Transportation Electrification Portfolio for Electric Customers in its Missouri Service Area	))))	Case No. ET-2020-0390

GLOBAL STIPULATION AND AGREEMENT

COME NOW The Empire District Electric Company ("Liberty" or the "Company"), the Staff of the Missouri Public Service Commission ("Staff"), the Office of the Public Counsel ("OPC"), the Missouri Propane Gas Association ("MPGA"), and Renew Missouri Advocates d/b/a Renew Missouri ("Renew Missouri") (collectively, the "Signatories"),[1] and for their Global Stipulation and Agreement (this "Stipulation"), respectfully state as follows to the Missouri Public Service Commission ("Commission"):

I. OVERARCHING PROGRAM FEATURES

1. **Program Scope and Objectives.** Pursuant to Liberty's Application filed herein, the Signatories agree that Liberty should be authorized to establish and run a Transportation Electrification Pilot Program ("TEPP" or the "Program") under the budgetary, operating and reporting rules articulated in this Stipulation and attachments thereto, for evaluation of certain metrics.

2. **Program Duration.** The duration of the TEPP agreed to by the Signatories is five years. For the purposes of program funding allocation and the review of its insights and outcomes, the Program's start date shall be 31 days after the effective date of the Commission's Order

[1] The following are also parties to this proceeding: the Midwest Energy Consumers Group; Charge Point, Inc.; and Union Electric Company d/b/a Ameren Missouri. Although not Signatories to this Stipulation, each have stated their non-objection.

approving the Tariff Schedules attached as Appendices A1-A5. The Program's end date shall be the fifth anniversary of its start date unless otherwise ordered by the Commission.

3. **Program Expenditures, Revenues, and Accounting Treatment.**

a. *Types of Expenditures and Earnings Authorized.* The Signatories agree that in administering the TEPP Program, the Company will incur Operation, Maintenance, and Administrative ("OM&A") and Capital costs that it shall be permitted to recover through tariff revenues as per the terms set out in this Agreement and its Appendices. Along with recovery of the authorized program costs, the Company will be permitted to earn return on the capital investments it makes net of the appropriate customer contributions, as described in this Stipulation including Appendices. For clarity, the capital expenditures made during the five-year Program term will be eligible for recovery of both the return of and on capital over the duration of the associated equipment's useful lives, including where these useful lives extend beyond the duration of TEPP, unless a customer elects to buy out the charging assets at the remaining net book value at the time of the TEPP termination, or as otherwise may be permissible by the program rules.

b. *Maximum Program Expenditures.* Table 1 outlines the maximum amounts of recoverable OM&A costs and gross capital expenditures (including the Company portion of facility extensions and any associated distribution upgrade costs not borne by the participating customer) the Company is authorized to make over the five-year term of the TEPP Program. For ease of reference to the Company's original application, the expenditures are broken down across the two major streams – namely the On-Road and Non-Road Electrification streams. Each major stream is broken down into sub-programs associated with a specific type of target customer or service provided. The maximum recoverable amounts agreed to by the Signatories reflect the Company's estimated Program costs by segment and the maximum number of Program participants per Program segment, as reviewed and agreed to by the Signatories during the Settlement Discussions. In the case of the Ready Charge Program, the maximum costs estimates are also predicated on the Company's meeting certain public charger usage thresholds over the course of the Program (the "Level Up" criteria discussed in Section II 2 c).

Table 1: Maximum Pilot Program Expenditure Amounts

Programs	**Authorized Expenditure Amounts**		
	Max Capex (5-Year Total)	**Max OM&A (5-Year Total)**	**Max 5 Totex (5-Year Total)**
On-Road Electrification Stream			
Residential Smart Charge Program	$618,000	$378,000	$996,000
Ready Charge Program	$2,431,849	$568,151	$3,000,000*
Commercial Electrification Program	$1,205,000	$331,650	$1,536,650
School Bus Electrification Program	$492,000	$132,660	$624,660
Fleet Advisory Program**	-	-	-
Administration, Education & Analytics	-	$1,250,000	$1,250,000
Total On-Road Program	**$4,746,849**	**$2,660,461**	**$7,407,310**
Non-Road Electrification Stream			
Non-Road: Customer Incentives	-	$550,000	$550,000
Non-Road: Program Delivery Costs	-	$100,000	$100,000
Total Non-Road Program	**-**	**$650,000**	**$650,000**
Total Program	**$4,746,849**	**$3,310,461**	**$8,057,310**

* The initial approved amount of maximum Ready-Charge expenditures amounts to $500,000 on a Total Expenditure basis, with the additional funding up to the total $3,000,000 amount becoming available in three equal tranches of $833,333 each, subject to the Company's public charger consumption reaching certain thresholds as prescribed in the Ready Charge Level Up provisions discussed in Section 7c of this agreement. The terms of cost responsibility delineation between public charger station hosts and the general customer base are outlined in Section 7c and Table 3 of this Agreement, as well as Appendix A2.

** While the Signatories agreed that no dedicated amount for this sub-program was authorized by the terms of the proposed Settlement, the Company is permitted to provide these services as required, and funding them with the OM&A resources from the overall Administration, Education and Analytics Program sub-segment.

c. *Accounting Treatment:* The Signatories agree that the Company will isolate and track all expenditures, eligible carrying costs, and revenues related to the TEPP, with net costs to be reclassified as a regulatory asset and considered for recovery in a future rate case. Consistent with its application, the Signatories agree that the Company should be granted accounting authority to defer the eligible costs and amortize their subsequent recovery (once approved and netted against the revenues collected), with the amortization period to be determined in future rate cases.

d. *Plant in Service Accounting ("PISA")*: the Signatories agree that the capital assets deployed in the course of this Program are not eligible for PISA deferral treatment.

e. *Carrying Costs*: The Signatories agree that the Company shall apply its Weighted Average Cost of Capital ("WACC") for the purposes of tracking its On-Road program stream carrying costs and revenues. For tracking of costs associated with the Non-Road program stream, the Company shall apply its Long-Term Debt Rate.

f. *Management Within the Program's Budgetary Envelope*: The Signatories agree that Liberty will not be eligible to seek recovery of any costs in excess of those captured in Table 1. The Signatories agree that the Company has the discretion to manage the operating and capital funds within the overall envelope of the On-Road stream expenditures, including by moving them from one subprogram to another, while staying within the overall approved levels of operating, capital and total (Totex) investments and having regard for satisfying the customer demand levels across all subprograms, subject to the following:

i. Prior to moving funds from one subprogram to another, the Company shall file within this docket a Notice that it intends to reallocate budgets, including the proposed amount to be reallocated, the source subprogram, the recipient subprogram, and a summary of the reasons the budget for each involved subprogram should be decreased and increased, respectively.
ii. Within 5 business days of any such filing any party may file a request to delay reallocation. The Company, the requesting party, and any other parties participating shall expeditiously resolve any concerns, and may present the matter for Commission resolution if necessary.

4. **Overarching TEPP Program Provisions.** In addition to the specific conditions and rules spelled out elsewhere in this Settlement, the Signatories agree that the following provisions shall apply to the overall Program or a specific stream (as applicable):

a. *Cost Responsibility for Charger Equipment and Related Costs*: except for the specific instances prescribed within this Stipulation, Program participants shall be responsible for bearing all costs associated with the installation, operation, and maintenance of the charging equipment – including the related costs that may not be explicitly contemplated in this Stipulation or the associated tariffs. These costs shall be recovered in the manner laid out in the attached compliance tariff sheets and specimen tariff sheets. Should unforeseen costs or circumstances arise that neither this Stipulation nor the Tariffs specifically contemplate at this time, and where the Company believes that there may be a rationale to deviate from the default cost responsibility provisions, the Company shall make a filing in this docket requesting further relief or tariff modifications.

b. *Commodity Charging Costs*: with the partial exception of the Ready Charge Program described below, all On-Road Program participants will be fully responsible for the commodity costs and the associated adjustments including the Fuel Adjustment Costs (FAC) and Energy Efficiency Costs (EEC). Under the Ready Charge Program, the participants (charging site hosts) shall have the discretion on whether to pass on the commodity costs to the end users (EV drivers) or absorb it themselves along with the associated costs of charging equipment.

c. *Time of Use Component of Commodity Tariffs*: each of the On-Road stream sub-programs shall include an element of Time-of-Use (TOU) rates. The levels of TOU charges or adjustments to otherwise applicable charges adjustments are a product of negotiation between parties to this Settlement.

d. *Use of Embedded Metering Equipment*: The Signatories recognize that to deliver the Program efficiently and avoid duplicative expenditures for certain sub-programs, the Company may rely on the metering devices embedded within the Charging Equipment for the purposes of capturing the volume of electricity consumed by EV charging, and reconciling it against the remainder of the customer's consumption for the purposes of billing. The Company shall monitor the performance of the embedded metering equipment using the applicable empirical procedures outlined in the Targeted Pilot Metrics and Insights in the Appendix B. The Stipulation and contemplated tariff provisions are premised on the Commission reaching a determination that, within the context of the programs here-in designed, and subject to the waivers enumerated, (1) it is lawful to rely on the electric vehicle charging infrastructure for purposes of rendering a subset of a bill for electric service, and (2) the arrangement provided here-in reflects sufficient bi-lateral obligations and rate elements that the holding of *State ex rel. Laundry v. Public Service Commission*, 34 S.W.2d 37 (Mo. 1931), is not violated. The signatories represent that within the program designs and subject to the provisions of this Stipulation (including its appendices), that such arrangement is lawful. The Signatories request that the Commission include in its order a finding that such use of Company-owned Charging Equipment for the purposes described and with the waivers requested below, is lawful for purposes of submetering pursuant to all applicable Missouri law and Commission rules.

e. *Year 5 On-Road Subscription Moratorium*: For the On-Road Program Stream, the Company will not subscribe any new customers in the final 365 days of the pilot's duration. Should any operating and/or capital funds remain available to accommodate the Year 5 connection demand, the utility may be eligible to carry forward this approved funding for any future iteration of an EV-related program approved by the Commission in a future proceeding. The Year 5 moratorium does not apply to the Non-Road Program Stream, where eligible electrification incentives can continue to be used until the TEPP Program's end.

f. *Program Waitlist*: Throughout the course of the TEPP Program duration, the Company will maintain a wait list of current or prospective customers who have expressed interest in participating in the Program, but whose requests could not be accommodated. In generating and maintaining the waitlist, the Company shall capture the reason why the connection could not be accommodated and report the associated summary statistics (while omitting private information) to the Signatories at the end of the Pilot Term and other interim junctures as applicable. The customers placed on the waitlist will be given priority participation opportunities to participate in the Program (should its terms or conditions change), or in functionally similar future initiatives carried out by the Company. The priority of access of waitlisted participants will be based on the order of the waitlist.

g. *Equipment and Maintenance Vendors*: The Company will enter into an agreement with two or more qualified vendors to provide charging equipment over the course of the Program provided more than one vendor of each type are available, express interest and meet the Company's supplier and procurement guidelines. The Company shall also secure services of one or more equipment installation / maintenance / decommissioning service providers.

h. *Charger Equipment Specifications*: All company-approved charging infrastructure must be new, network-enabled, capable of delivering station utilization data to the Company, capable of receiving a demand response signal, must be listed by a nationally recognized testing laboratory (e.g., UL), and must adhere to open communication standards that support interoperability, unless a participant's early withdrawal from the program creates an opportunity for all or a part of the withdrawing customer's charging infrastructure to be economically repurposed for another customer's facilities. Level 2 chargers must be equipped with a SAE J1772 standard plug, capable of delivering at least 6.2 kilowatts of power to an EV,. and ENERGY STAR-certified.

i. *Commodity Charging Costs Beyond the Pilot Term*: Should the Company not pursue any further EV charging programs upon the conclusion of the TEPP Program, the charges for electric service applicable to the participants' EV consumption would revert to those charged under the applicable standard tariffs for each customer at the time.

j. *Cost of Front-of-the-Meter Distribution System Upgrades*: The Signatories recognize that the TEPP Program capital costs provided in Table 1 and incorporated into the Tariff Calculations appended to this Stipulation include a portion budgeted for distribution system upgrades in front of / upstream of customer meters. These investments may be required to enable interconnection and safe operation of EV charging equipment. The maximum amounts of capital upgrades per charger included in the program budget are showcased in Table 2.

Table 2: Distribution Grid Upgrade Capital Costs Included in Tariffs – Per Charger

On Road Sub-Program	System Upgrade Costs Included in Tariff – Per Charger
Residential Smart Charge Program	-
Ready Charge Program	L2 Charger: $2,000
	DCFC Charger: $26,667
Commercial Electrification Program	$2,000
School Bus Electrification Program	$5,000

If in the course of the Program enrollment activities the Company discovers that connecting a particular customer(s) to its distribution system would require distribution system upgrades estimated to cost in excess of the value provided in Table 2, the customer(s) in question will be responsible for the entire cost of the grid upgrades as a condition of program participation. The process for cost estimation and recovery mechanism determination will follow the Company's standard practices for connection facility cost recovery evaluation.

k. *Insurance Costs*: by way of the Participation Agreements entered into by the Company and participants, the Company shall ensure that all Participants are in possession of insurance coverage appropriate for any type of damage that may be associated with their participation in the TEPP Program.

l. *Pilot Metrics and Insights Report-Back*: as a part of the TEPP Program, the Company will collect and report on the information related to various dimensions of the EV charging infrastructure implementation and program delivery, as specified in Appendix B. Within three months from the Pilot's conclusion, the Company will file a report summarizing its qualitative and quantitative findings across the categories listed in Appendix B. Among other conclusions made on balance of its dimensions of analysis, the Company's Report will also make best efforts to quantify the overall value delivered by EV charging deployment in the Company's service territory over the course of the Program.

m. *WattTime Pilot*: as a part of the metrics and insights explored throughout the TEPP term, the Company agrees to explore the WattTime technology as a piloted software solution initially with volunteer Company employees as a way to help participating drivers reduce greenhouse gas (GHG) emissions and to explore the software's potential value proposition for a larger-scale deployment. In determining the exact scale and scope of deployment of the WattTime solution during the term of the TEPP Program, the Company will be guided by the solution's cost considerations relative to the cost of all other analytical undertakings it has committed to deliver by the terms of this settlement and will revisit the issue with Signatories during the Mid-Term Check-in.

n. *Mid-Term Check-in*: The Company will schedule a Mid-Term Program Check-In with the Signatories to this Stipulation. The Mid-Term Program Check-In presentation will occur no earlier than 18 months from the Program's commencement and no later than 24 months before its completion, and requires a 30-day advance notice to the Signatories. In the scope of the Check-In the Company may propose modifications to the Program design, should the terms in this Stipulation prove to be suboptimal in eliciting participant interest. The Company may also request the expansion of the Program's scope should the offerings prove to draw materially greater interest than the terms and funding permit. The Company may also discuss its experience with using the WattTime solution and explore potential modifications to its use of the tool. In any case, the

Company must substantiate any requests for adjustments to TEPP terms using quantitative information. The Signatories are entitled to discovery on topics related to the Company's proposed tariff modifications or proposed amendments to this stipulation, which the Company would answer to the best of its ability within a mutually agreed timeline. Should consensus be achieved regarding the scope and nature of any TEPP Program adjustments through the Mid-Term Program Check-In discussions, the Signatories will submit an Amendment to this Stipulation for Commission approval, and the Company will file any relevant tariff revisions.

o. *Cooperation with Municipalities*: The Company commits to working with local municipalities within its service territory to arrange for appropriate signage to indicate location of and parking time limitations associated with public charging locations installed as a part of the Ready Charge program.

p. *Program Q & A*: Throughout the term of the Program, the Company will maintain a section of its website dedicated to the TEPP program and EV-related matters more generally. Among other content, the Company shall maintain a Q&A document, including the initial items endorsed by the Signatories for further development and included in Appendix C.

q. *Participation Agreements:* Prior to enrolling participants Liberty shall prepare and file in this docket draft Participation Agreements for each program. Parties shall have a minimum of 25 business days to review these draft agreements and note any objections or requested modifications. Parties may sooner indicate non-objection. The participation agreements shall include provisions addressing Critical Peak and Major Weather Event Charging Restrictions and implement the requisite operating capabilities around encouragement or mandating (as appropriate) self-curtailment or throttling of charging activities in anticipation of, and during the course of extreme weather events or other conditions driving electricity demand towards and beyond critical threshold levels.

r. **Tariffs**: The Company shall file tariff sheets in the forms described below.[2]

II. SPECIFIC PROVISIONS OF TEPP SUB-PROGRAMS

1. **Residential Smart Charge Program (RSCP)**

a. *Program Description*: The Residential Smart Charge Program (RSCP) is intended to equip participants with Company-Approved Charging Equipment.

b. *Program Size and Participants*: The RSCP will deploy up to 500 Level 2 chargers to eligible residential participants as defined in the attached Tariff Appendix A1

c. *Charging Equipment Cost Responsibility*: aside from a subset of qualifying low-income customers described in sub (g) below, RSCP Program participants will be fully responsible for the cost of EV charging infrastructure net of applicable rebates described in the Tariff Schedule in the Appendix A1.

d. *EV Charging Commodity Cost Responsibility*: The Signatories agree to support promulgation of a new Residential rate schedule in substantial conformance with the specimen attached as Appendix D1 as part of the current Liberty rate request, File No. ER-2021-0312, with the following contemplated adjustments:

e. Charges not included in the section "Company-Approved Charger Usage" will be updated to conform to the rates established for the generally applicable Residential Rate Schedule Charges. If put at issue by parties to File No. ER-2021-0312 not bound by this Stipulation or by the Commission, nothing in this Stipulation prohibits any signatory from addressing the reasonableness of the "Company-Approved Charger Usage" rates. The Signatories

[2] The Company has not filed tariffs with this filing to date, so there are no suspended or proposed sheets to be withdrawn or rejected at this time.

shall cooperate to develop compliance tariff rates that are generally consistent with the rate design provided in Appendix D1. The Signatories recognize that the Commission is not bound by this Stipulation for purposes of establishing rates in File No. ER-2021-0312. For illustrative purposes, the rates included in Appendix D1 are approximate results of the following calculations:

i. Time-Based "Peak" Energy Charge: 12 p.m. to 9 p.m.: 175% of the standard rate applicable to the first 600 kWh.

ii. Time-Based "Shoulder" Energy Charge: 6 a.m. to 12 p.m.: 125% of the standard rate applicable to the first 600 kWh.

iii. Time-Based "Off-Peak" Energy Charge: 9 p.m. to 6 a.m.: 25% of the standard rate applicable to the first 600 kWh, not to result in value less than 120% of the voltage-adjusted Net Base Energy Cost or less than the voltage-adjusted average SPP LMP for the consumption time period in question over the last 365 days, adjusted for 1st and 100th percentile outliers, whichever is greater.

f. *Demand Response and Vehicle to Grid Events*: participants will be eligible to participate and receive on-bill credits for participation in the Demand Response ("DR") and Vehicle To Grid ("V2G") events that the company may call from time to time with sufficient prior notification of the participants. The amounts of credits are a product of negotiations and are presented in Appendix D5.

g. *Qualifying Low-Income Participants and Associated Benefits*: of the total maximum number of Program participants, 25 spots shall be reserved for qualifying Low-Income participants. The RSCP Low-Income Participants will have the charging infrastructure costs subsidized by the total customer base. For added clarity, the RSCP Low-Income participants will be responsible for the commodity costs associated with charging and all applicable adjustments, including FAC and EEC. To qualify for the Low-Income status for the purposes of the Program, candidates must meet the following criteria:

i. Meet the Low-Income Home Energy Assistance Program (LIHEAP) income threshold;

ii. Provide the proof of ownership or lease an electric vehicle;

iii. Meet other criteria prescribed in the Tariff Document.

2. **Ready Charge Program**

a. *Program Description*: The Ready Charge Program targets deployment of Level 2 (L2) and Direct Current Fast Chargers (DCFC) at premises accessible to the public, hosted by businesses, public, or not-for-profit organizations.

b. *Program Size and Participants*: through the Ready Charge Program, the Company will be permitted to deploy up to the maximum of 65 L2 and DCFC chargers (in total), and a minimum of three chargers per site, subject to meeting the "Level Up" consumption gating provisions that unlock the funding tranches as described below. For the purposes of the Ready Charge Program the charging site hosts (e.g. businesses, public or not-for-profit organizations, will be considered Program Participants.

c. *Program Funding and the Level Up Framework*: the funds that the Company will be permitted to expand for the Ready Charge program will be unlocked in a phased format, subject to the Company's existing population of public chargers meeting certain consumption growth thresholds, collectively defined as the Level Up arrangement and articulated below.

Table 3: Level Up Funding Tranches Framework

Phase of Funding Release	Maximum Funding Amount (Totex)	Applicable Conditions	Charging Equipment Cost Responsibility
Initial: Program Launch	$500,000	PSC Approves Ready Charge Program Tariff.	100% customer base recovered net of the initial participant deposit.
Level Up Tranche 1	$833,333	25% consumption increase (total kWh) above reference level across at least 60% of Public Chargers over the most recent six months of usage.	80% Missouri customer base recovered net of the 20% participant contributions per charger recovered through the combination of an initial participant deposit and monthly fixed charges.
Level Up Tranche 2	$833,333	20% consumption increase (total kWh) above Tranche 1 qualifying consumption level across at least 60% of Public Chargers over the most recent six months of usage.	80% Missouri customer base recovered net of the 20% participant contributions per charger recovered through the combination of an initial participant deposit and monthly fixed charges.
Level Up Tranche 3	$833,333	20% consumption increase (total kWh) above Tranche 2 qualifying consumption level across at least 60% of Public Chargers over the most recent six months of usage.	80% Missouri customer base recovered net of the 20% participant contributions per charger recovered through the combination of an initial participant deposit and monthly fixed charges.
Total Maximum	**$3,000,000**	**-**	**-**

The starting "reference level" kWh value over which the initial Tranche 1 consumption increases will be calculated will be the average monthly consumption value per charger across all public-facing chargers in the Company's service territory for the 12 months prior to the date of the Ready Charge Tariff being approved by the Commission in the general rate case. In reviewing the baseline data, the parties shall have regard for the anticipated effect and timing of usage attrition due to elimination of free public charging. As such, the parties may contemplate any reasonable adjustments to the baseline to account for this effect to the consensus of the Company, OPC and PSC Staff.

The Level Up phased funding tranches may not be unlocked more often than once every six (6) months, provided the requisite consumption thresholds have been reached across the appropriate portion of chargers. The phases cannot be "skipped" or the associated funding combined, even if the consumption levels reach the prescribed threshold for more than one phase at a time.

d. *Charging Equipment Cost Responsibility*: the costs of the Ready-Charge charging infrastructure will vary by Level Up phase, and will be recoverable from the Company's Missouri customer base and program participants in the manner described in Table 3 above.

e. *Signage:*: The Company will ensure that the rates and periods are clearly visible on signage adjacent to the charger.

f. *Charging Revenues in Excess of Commodity Costs and Applicable Adjustments*: The Signatories recognize that the per-kWh charge proposed for the Ready Charge Program Tariff Schedule in Appendix D2 are designed to exceed the aggregate per-kWh cost of commodity under the participants' regular tariffs that apply to their general consumption under the existing tariff schedules. Given this design feature, the Company will track the net difference between the commodity revenues collected under the Ready Charge program, and the commodity costs applicable under the existing general customer tariffs. The Company will use the net difference between these two amounts shall be used to offset the general OM&A costs of the TEPP program.

g. *End Users Charging at Ready Charge Facilities*: use of EV charging stations established and operated under this pilot program by end users to charge their EVs does not give rise to status as a "Customer," as defined in the Company's tariffed Rules and Regulations, nor does it give rise to the protections of the Commission's rules regarding metering, terminations, payments, or other provisions.

h. *Existing Company-Owned Public Chargers*: The Company agrees to move all of its existing public-facing chargers from the current arrangement where charging is free, to "Cost Responsibility Option 2" under the Ready Charge rate schedule. The transition of existing chargers to the end-user-paid arrangement will happen as soon as practicable, but no later than 90 days after the compliance version of the Ready Charge Rate Schedule (Appendix D2) takes effect through File No. ER-2021-0132. Fifteen days after this Agreement is approved by the Commission, Liberty shall replace the existing site host as the customer of record for the meters associated with the existing company-owned charging stations. At that time, Liberty shall bill for EV charging consistent with the existing first block CB rate for all usage consistent with the provisions of "Cost Responsibility Option 2" under the Ready Charge rate schedule. Upon the effective date of the Ready Charge rate schedule, this provision shall terminate, except that Liberty shall retain responsibility for the meter.

i. *New Ready Charge Charger Locations*: none of the new Ready Charge Program chargers will be installed within or adjacent to Liberty's facilities in Missouri, or at any other location where Liberty's fleet would be expected to be their primary user.

j. *Potential Charger Site Evaluation / Program Participant Selection*: to maximize the expected value of public charging deployment across the Company' service territory and optimize the usage of the Company's distribution system, potential host sites / candidates will be selected on the basis of a set of pre-determined scoring criteria developed by the Company and made available to prospective participants..

k. *Company's Own EV Use – New Ready Charge Sites*: should the Company's employees use the Ready Charge chargers not co-located with its own facilities to charge the Company vehicles – they will be required to pay for consumption in accordance with the applicable Ready Charge program rates prescribed in Appendix D2.

l. *Removal of Company's Consumption Data from Level Up Calculation*: To the extent practicable, the Company's own vehicles' consumption will be removed from the Ready Charge chargers' consumption data used for calculation of Level Up consumption thresholds, except for the consumption from the legacy locations adjacent to the Company's facilities.

m. *Future Public-Facing Chargers Deployed outside of the Ready Charge Program*: Liberty will make no incremental utility-owned charger installations within its service territory during the pendency of the TEPP period, with the exception of installations which meet the following conditions:

i. The Company installs chargers at its facilities as a part of its own fleet electrification program using funding outside of the Ready Charge Program subject to the Commission's oversight and approval, and makes chargers available to public at the same rates as Ready Charge in the specific hours where its own fleet would not be using them.

ii. Parties commit to continue discussions to implement any necessary tariff modifications to enable third party site hosts to participate in the Ready Charge rate without participation in the Ready Charge Program.

iii. Nothing in this agreement prohibits or limits the ability of any third party to install electric vehicle charging equipment in the Liberty service territory.

n. *EV Charging Commodity Cost Responsibility*: The Signatories agree to support promulgation of a new rate schedule in substantial conformance with the specimen attached as Appendix D2 as part of the current Liberty rate request, File No. ER-2021-0312, with the following contemplated adjustments:

i. Charges not included in the section "Company-Approved Charger Usage" will be updated to conform to the rates established for the generally applicable rate schedule.

ii. If put at issue by parties to ER-2021-0312 not bound by this Stipulation or by the Commission, nothing in this Stipulation prohibits any signatory from addressing the reasonableness of the "Company-Approved Charger Usage" rates.

3. **Commercial Electrification Program**

a. *Program Description*: The Commercial Electrification Program targets deployment of L2 chargers on premises of commercial enterprises that operate their own vehicle fleet and intend to use program-deployed chargers solely for the purposes of charging their own fleet, or private vehicle charging available exclusively to employees.

b. *Program Size and Participants*: through the Commercial Electrification Program, the Company will be permitted to deploy up to the maximum of 50 L2 chargers, with the minimum of three and maximum of 10 chargers per site of installation.

c. *Charging Equipment Cost Responsibility*: the costs of the Commercial Electrification charging infrastructure will be fully recoverable from Program participants through the combination of the enrollment fee and monthly fixed charges.

d. *End Users Charging at Commercial Electrification Program Facilities*: use of EV charging stations established and operated under this pilot program by end users to charge their EVs does not give rise to status as a "Customer," as defined in the Company's tariffed Rules and Regulations, nor does it give rise to the protections of the Commission's rules regarding metering, terminations, payments, or other provisions.

e. *EV Charging Time-of-Use Rate Riders*: time-based riders (positive or negative) applicable to the portion of the Participant's facilities' monthly consumption recorded on the metering device(s) embedded within the Company-Approved Charging Stations, and applied in addition to the regular consumption charges calculated at the rate for the first tier of energy consumption as applicable by the Participant's rate class, plus the FAC, EEC and other applicable charges for the Participant's facilities. The rider amounts shall be calculated in the following manner, with illustrative values included in Appendix D3:

i. Time-Based "Peak" Energy Rider Charge: applicable to charger consumption during the period between 12 p.m. to 9 p.m. and calculated as a positive volumetric rate adder to be applied to the regular consumption charge shall be calculated as a 10% adder to the first block of energy usage, by season.

ii. Time-Based "Shoulder" Energy Charge: applicable to charger consumption during the period between 6 a.m. to 12 p.m. and calculated as a positive volumetric rate adder to be applied to the regular consumption charge shall be calculated as a 0% adder to the first block of energy usage, by season.

iii. Time-Based "Off-Peak" Energy Charge: applicable to charger consumption during the period between 9 p.m. to 6 a.m. and calculated as a negative volumetric rate adder to be applied to the regular consumption charge shall be calculated to result in a 75% reduction to the rate applicable to the first block of energy usage, not to result in value less than 120% of new Net Base Energy Cost (NBEC) or less than and the average Southwest Power Pool Locational Marginal Price (SPP LMP) for the consumption time period in question over the last 365 days, adjusted for 1st and 100th percentile outliers, whichever is greater.

f. The Signatories agree to support promulgation of a new rate schedule in substantial conformance with the specimen attached as Appendix D3 as part of the current Liberty rate request, File No. ER-2021-0312, with the following contemplated adjustments:

i. Charges not included in the section "Company-Approved Charger Usage" will be updated to conform to the rates established for the generally applicable rate schedule.

ii. The values provided in the "EV Consumption Rate Riders" section are illustrative, and shall be updated in the manner described above to conform to final rates associated with each applicable class. If put at issue by parties to ER-2021-0312 not bound by this Stipulation or by the Commission, nothing in this Stipulation prohibits any signatory from addressing the reasonableness of the "Company-Approved Charger Usage" rates.

g. *Demand Response and Vehicle to Grid Events*: participants will be eligible to participate and receive on-bill credits for participation in the Demand Response ("DR") and Vehicle To Grid ("V2G") events that the company may call from time to time with sufficient prior notification of the participants. The amounts of credits are a product of negotiations and are presented in Appendix D5.

4. **School Bus Electrification Program**

a. *Program Description*: The School Bus Electrification Program seeks to deploy L2 and/or DCFC chargers (as requested) to the public schools / School Boards pursuing electrification of their school bus fleet.

b. *Program Size and Participants*: through the School Bus Electrification Program, the Company will be permitted to deploy up to the maximum of 20 chargers. To qualify for the program, the School / School Board must demonstrate the proof of purchase and/or lease of electric school buses commensurate to the number and type of chargers applied for.

c. *Charging Equipment Cost Responsibility*: the costs of the School Bus Electrification Program charging infrastructure will be fully recoverable from the Company's general customer base, subject to the candidate participants satisfying all Program requirements as prescribed in Appendix A4.

d. *EV Charging Time-of-Use Rate Riders*: time-based riders (positive or negative) applicable to the portion of the Participant's facilities' monthly consumption recorded on the metering device(s) embedded within the Company-Approved Charging Stations, and applied in addition to the regular energy consumption charges calculated at the rate for the first per-kWh tier of energy consumption, plus the FAC and EEC charges for the Participant's facilities. The rider amounts shall be calculated in the following manner:

i. Time-Based "Peak" Energy Rider Charge: applicable to charger consumption during the period between 12 p.m. to 9 p.m. and calculated as a positive volumetric rate adder to be applied to the regular consumption charge shall be calculated as a 15% adder to the first block of energy usage, by season.

ii. Time-Based "Shoulder" Energy Charge: applicable to charger consumption during the period between 6 a.m. to 12 p.m. and calculated as a positive volumetric rate adder to be applied to the regular consumption charge shall be calculated as a 10% adder to the first block of energy usage, by season.

iii. Time-Based "Off-Peak" Energy Charge: applicable to charger consumption during the period between 9 p.m. to 6 a.m. and calculated as a negative volumetric rate adder to be applied to the regular consumption charge shall be calculated to result in a 75% reduction to the rate applicable to the first block of energy usage, not to result in value less than 120% of new NBEC or less than and the average SPP LMP for the consumption time period in question over the last 365 days, adjusted for 1st and 100th percentile outliers, whichever is greater.

e. The Signatories agree to support promulgation of a new rate schedule in substantial conformance with the specimen attached as Appendix D4 as part of the current Liberty rate request, File No. ER-2021-0312, with the following contemplated adjustments:

i. Charges not included in the section “Company-Approved Charger Usage” will be updated to conform to the rates established for the generally applicable rate schedule,

ii. The values provided in the “EV Consumption Rate Riders” section are illustrative, and shall be updated in the manner described above to conform to final rates associated with the Small General Service rate schedule. If put at issue by parties to ER-2021-0312 not bound by this Stipulation or by the Commission, nothing in this Stipulation prohibits any signatory from addressing the reasonableness of the “Company-Approved Charger Usage” rates.

f. *Demand Response and Vehicle to Grid Events*: participants will be eligible to participate and receive on-bill credits for participation in the Demand Response (“DR”) and Vehicle To Grid (“V2G”) events that the company may call from time to time with sufficient prior notification of the participants. The amounts of credits are a product of negotiations and are presented in Appendix D5.

5. **Fleet Advisory Program**

a. *No Separate Funding Allocated*: As an outcome of this Settlement, the Signatories agree that no separate budget will be allocated for the Fleet Advisory Program. The Company may engage in the education and customer support / advisory activities originally contemplated for this Program, provided that these activities can be financed through the overall Program Administration, Education and Analytics budget.

6. **Rate Schedules**

The Company agrees to withdraw its Commercial Rate Pilot Program. The Signatories agree to support a timely-filed request by the Company in File No. ER-2021-0312 to promulgate rate schedules as described here-in, in substantially the forms presented in Appendices D1 through D4. The request shall be considered as timely-filed if made by the date of the filing of the Company's rebuttal testimony or within 10 days from the effective date of the Commission's final order in this proceeding, whichever is later.

7. **Program Administration, Education, and Analytics**

a. Program Description: The Program Administration, Education and Analytics budget covers the costs of setting up and running all the On-Road programs included in the TEPP Program. Aside from the regular administrative expenditures, the budget includes the costs for completion of the analytics and reporting activities committed to by the Company.

b. Cost Responsibility: unlike the OM&A costs directly attributable to each of the other On-Road sub-programs described above and further specified in Table 1, the costs of the Program Administration, Education and Analytics Program will be recovered from the Company's entire Missouri customer base.

8. **Non-Road Program Expenditures**

a. *Program Description:* The Non-Road Program seeks to offer targeted capped financial incentives to businesses for the purchase and deployment of non-road electrified transportation equipment. Aside from providing incentives to eligible customers, the Program budget also contemplates administrative expenditures associated with marketing, consumer education and business case evaluation.

b. *Equipment Eligible for Incentives*: The Company is permitted to offer rebate incentives for the following types of equipment only:

i. **Electric Lift Trucks of tonnage above 6,000 lbs.** defined as: "A vehicle with two power-operated prongs at the front that can be slid under heavy loads and then raised for moving and stacking materials in warehouses, shipping depots, distribution center, etc. Incentives are only available for Class I Lift Trucks having a capacity of greater than 6,000 pounds only, and which are not replacing existing equipment that utilizes propane as its fuel source."

ii. **Plug-In Truck Refrigeration Units (TRUs)** defined as: "Plug-in equipment and associated systems that enable mobile cold storage and transportation box and trailer equipment to be powered via electrical power drawn from the grid to maintain temperatures overnight and/or prior to or during loading."

iii. **Truck Stop Electrification Equipment** defined as: "truck rest stop plug-in amenities enabling truck drivers to power their cabin equipment (e.g. heating, cooling, small appliances) via a grid connection rather than by idling their engine." No other types of equipment will be eligible for recoverable rebate incentives as a part of this program.

c. *Eligible Incentives Amounts*: The Following Table 4 sets out the maximum amount of incentives available per eligible installation or piece of equipment, along with other applicable eligibility requirements.

Table 4: Non-Road Equipment Incentives Amounts and Eligibility Criteria

Equipment Type	Maximum Incentive Amount per Unit	Other Conditions
Electric Lift Trucks	$2,500 (if the unit is owned) $1,250 (if the unit is leased)	No more than 20 incentives among the affiliated entities.[3]
TRUs	$1,600	No more than 45 incentives for TRUs among the affiliated entities.
Truck Stop Electrification Equipment	$2,300	-

d. *Evaluation of Participant Applications*: in the event where the available Program offerings generate the interest from applicants that exceeds the available incentive funding, the Company will use the following criteria to prioritize the requests, with the order consistent with relative priority of each consideration:

i. Customer's willingness to install equipment usage monitoring tools and/or regularly report on the usage of newly electrified equipment;

ii. Customer's willingness to convert their facilities to the Time of Use ("TOU") rates offered by the Company;

[3] "Affiliate" means, with respect to any entity, each entity that directly or indirectly controls, is controlled by, or is under common control with, such designated entity, with "control" meaning the possession, directly or indirectly, of the power to direct management and policies, whether through ownership of voting securities (if applicable) or by contract or otherwise.

iii. Amount of estimated infrastructure upgrades required to accommodate equipment electrification (with the preference being given to locations with less upgrades required).

iv. Location in an economically challenged area of the Company's Service territory.

9. Waivers; Rule and Tariff Applicability:

a.The Signatories agree that the programs and tariffs described herein are in compliance with Commission Rule 20 CSR 4240-14.030(1) regarding promotional practices, and the Signatories request a Commission finding in this regard.

b.To the extent required, the Company requests waiver of subparts (2) and (3) of Rule 14.030 (promotional practices), and the Signatories request that the Commission grant said waiver with regard to the programs and tariffs described herein.

c.The Signatories agree that, with regard to the programs and tariffs described herein, the EV charging equipment is not metering equipment within the meaning of the Commission's Rules and the Company's tariffed general rules and regulations. To the extent required, the Signatories request that the EV charging equipment provided in connection with the TEPP be exempted from the Commission's billing and metering related rules and the Company's tariffed general rules and regulations, and, instead, that the equipment and customer billing for the TEPP be governed by the specific provisions of the tariffs implementing the TEPP.

d.The Signatories agree that the equipment to be provided under the TEPP is not includable in calculation of Construction Allowances under the Company's Electric Distribution Policy Rules and Regulations Chapter III, Section B. (b) (Tariff Sheet 17b), and the Signatories request a Commission finding in this regard.

e.Staff and Company agree that the charging of EVs by end users does not constitute the resale of electricity, and further agree to support reasonable clarification of this conclusion in Company's Ready Charge tariff in the ongoing rate case.

III. GENERAL PROVISIONS

1. This Stipulation is being entered into for the purpose of fully resolving this docket and settling all contested issues. This Stipulation contains the entire agreement of the Signatories concerning the issues addressed herein.

2. The Signatories consent to the admission of, and request that the Commission admit into the record in this proceeding, without the need for witnesses to take the stand, all written testimony that has been filed herein.

3. Unless other explicitly provided herein, none of the Signatories shall be deemed to have approved or acquiesced in any ratemaking or procedural principle, including, without limitation, any method of cost of service or valuation determination or cost allocation, rate design, revenue, recovery, 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 Stipulation in this or any other proceeding. This Stipulation has resulted from extensive negotiations among the Signatories, and the terms hereof are interdependent and non-severable. If the Commission does not approve this Stipulation, or approves this Stipulation with modification or conditions to which a party objects, then this Stipulation shall be void and none of the Signatories shall be bound by any of the agreements or provisions hereof.

4. In the event the Commission accepts the specific terms of the Stipulation without condition or modification, the Signatories waive their respective rights to present oral argument and written briefs pursuant to RSMo. §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. These waivers apply only to a Commission order approving this Stipulation without condition or modification issued un this proceeding and only to the issues that are resolved hereby. These waivers do not apply to any issues explicitly not addressed by this Stipulation. The Signatories agree that any and all discussion, suggestions, or memoranda reviewed or discussed, related to this Stipulation shall be privileged and shall not be subject to discovery, admissible in evidence, or in any way used, described or discussed.

5. This Stipulation does not constitute a contract with the Commission. 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, investigatory powers or other statutory powers which the Commission presently has. 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.

WHEREFORE, the Signatories respectfully request the Commission to issue an Order approving the Stipulation and Agreement and authorizing the Company to file tariffs to implement the terms hereof.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that the above document was filed in EFIS on this 3rd day of December, 2021, with a copy sent to all counsel of record.

/s/ Diana C. Carter