# STATE OF MISSOURI PUBLIC SERVICE COMMISSION

At a session of the Public Service Commission held at its office in Jefferson City on the 19<sup>th</sup> day of January, 2022.

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

## ORDER APPROVING STIPULATION AND AGREEMENT

Issue Date: January 19, 2022 Effective Date: January 29, 2022

On November 29, 2020, The Empire District Electric Company (Liberty) applied for approval of a Transportation Electrification Pilot Program and accounting treatment pursuant to Section 393.140(8) RSMo. The Commission issued notice, set an intervention deadline, and directed its Staff (Staff) to file a recommendation concerning Liberty's application. The Commission granted intervention to Midwest Energy Consumers Group, Renew Missouri Advocates d/b/a Renew Missouri, Missouri Propane Gas Association, ChargePoint Inc., and Union Electric Company d/b/a Ameren Missouri.

On January 15, 2021, Staff filed its recommendation. Staff's recommendation asked the Commission to direct the parties to submit a procedural schedule including time for stakeholder participation and refinement of the Transportation Electrification Pilot Program. The Commission issued an order setting a procedural schedule and later suspended that schedule so the parties could negotiate a settlement agreement. On December 3, 2021, Liberty, Staff, the Office of the Public Counsel, the Missouri Propane Gas Association, and Renew Missouri submitted a Global Stipulation and Agreement

(Agreement) resolving the issues between the parties concerning the proposed pilot program. The Agreement represents that Midwest Energy Consumers Group, Charge Point, Inc., and Ameren Missouri (all other parties in this case) do not oppose the Agreement.

## The Pilot Program

The pilot program is a five year program and consists of a Residential Smart Charge Pilot Program, the Ready Charge Pilot Program, the Commercial Electrification Pilot Program, the Electric School Bus Pilot Program, and the Non-Road Electrification Pilot Program. Exemplar tariff sheets, data sought from programs, and a proposed question and answer for the program's website are attached to the Agreement, which is Attachment 1 to this order.

The Residential Smart Charge Pilot Program is a subscription electric vehicle charging service for qualifying residential customers. The program equips their residence with a dedicated smart electric vehicle charging station, and facilitates charging of the electric vehicles at the rates contained in the exemplar tariff sheets attached to the Agreement (net rates and charges for general household consumption equivalent to the Residential Service Tariffs effective during this program). The program is limited to 500 participants.

The Ready Charge Pilot Program deploys Liberty owned and operated electric vehicle fast charging infrastructure at publicly accessible commercial customer sites for shared public use to charge electric vehicles. There is a monthly participation fee to recover Liberty's deployment of infrastructure, financing, and operating costs. Energy consumption is charged on a Time-of-Use basis and is subject to Liberty's Fuel

Adjustment Cost Charge, the Energy Efficiency Charge, and other charges that may be authorized by the Commission, and the applicable taxes, vendor fees and the residual program administration recovery component.

The Commercial Electrification Pilot Program is similar to the Ready Charge Pilot Program, but deploys Liberty owned and operated electric vehicle charging infrastructure for the use of employees of the participant, rather than the general public.

The Electric School Bus Pilot Program provides charging infrastructure and Timeof-Use electricity consumption price schedules to support the operation of electric school buses at public school districts. The program deploys Liberty owned and operated electric vehicle charging infrastructure.

The Non-Road Electrification Pilot Program provides rebates to encourage adoption of qualifying electric technologies that would otherwise be powered by gasoline or diesel. Qualifying electric technologies include electric forklifts of qualifying tonnage, electric-standby truck refrigeration units, and truck stop electrification equipment to power driver cabin appliances.

## **Variances and Requested Findings**

The Agreement requests that the Commission grant several variances of several rules exempting the program from the Commission's promotional practices rules and also a determination that the Commission's billing and metering rules to not apply to the pilot program.

Commission Rule 20 CSR 4240-14.030(1) requires that a utilities' promotional practices be just and reasonable, reasonable as a business practice, economically feasible and compensatory and reasonably calculated to benefit both the utility and its

customers. The Signatories agree that the programs and tariffs are in compliance with Commission Rule 20 CSR 4240-14.030(1). The Signatories request a variance from Commission Rule 20 CSR 4240-14.030(2) and (3).

Commission Rule 20 CSR 4240-14.030(2) provides that a utility not offer or grant to any person any form of promotional practice not extended to all persons in a reasonable defined class, that a promotional practice not provide any undue or unreasonable preference or advantage or unreasonable prejudice or disadvantage, and that a utility not establish or maintain any unreasonable difference in promotional practices between localities or classes to whom promotional practices are offered or granted. The Agreement provides that the pilot program is of a limited term with specific caps for capital and operating costs, and provisions for program participation and incentives. Any advantage or disadvantage arising from the pilot program are not unreasonable because the program is designed to mitigate adverse risks to Liberty and its customers, while the pilot program will provide information that will inform future program design. Some customers will be treated differently, but these differences are not destructive nor counterproductive, but are reasonable and benefits the public interest in having future transportation electrification programs.

Commission Rule 20 CSR 4240-14.030(2) provides that utility promotional practices not vary the rates, charges and rules of the tariff pursuant to which service is rendered to a customer, and that no new promotional practice shall be made or offered unless first filed in a tariff with the Commission. The exemplar tariff sheets attached to the Agreement establish rates applicable to certain program participants, which sunset by their terms, to the existing residential and commercial tariff classes.

Commission Rule 20 CSR 4240-14.010(2) provides that the Commission may grant variances from its promotional practice rules for good cause. Good cause exists to grant the above variances because the program benefits the public interest in transportation electrification programs and the pilot program is not destructive or counterproductive.

The Signatories have agreed that the electric vehicle charging equipment is not metering equipment within the meaning of the Commission's rules and Liberty's tariffed general rules and regulations. The reasoning for this is that the program is designed to measure energy consumption of the embedded meters for the electric vehicle charging equipment separately from regular metered service to evaluate the accuracy and data flow integrity of the charging stations and associated operations. The embedded meters are submeters behind Liberty's meters that separate the electric vehicle charging usage. The Signatories seek a determination that submetering the customer's consumption through the electric vehicle charger for billing purposes during the pilot program is lawful and will not contravene any Commission rules or decisions. There will be an Advanced Metering Infrastructure meter upstream of each charger measurement device, which will provide measurement of total usage. The Commission concludes that pilot program submeters do not contravene any Commission's rules or decisions regarding quality standards or billing and payment standards. The pilot program usage is being separately billed under the pilot program tariff sheets for the purpose of tracking electric vehicle charging consumption and monitoring the effectiveness of the pilot program.

The Signatories have agreed that the equipment provided by Liberty under the pilot program is not includable in the calculation of Construction Allowances under

Liberty's tariff sheet 17b, Electric Distribution Policy Rules and Regulations Chapter III, Section B. (b). Tariff Sheet 17b specifies the extent of residential service line extension and related equipment included in the calculation of the Construction Allowance, which is refundable to residential developers. Each pilot program subprogram provides for a construction cost estimate, which is a non-refundable customer cost responsibility for installation of the electric vehicle charging equipment deployed under the pilot program. The proposed tariffs for the pilot program make it clear to residential developers that the TEPP participant's cost responsibility for electric vehicle charging equipment will not be included in the calculation of the refundable Construction Allowance. The Commission finds the Signatories' classification of this equipment correct because the program participants bear the costs associated with the installation, operation, and maintenance of the charging equipment.

The Signatories have agreed that Liberty shall isolate and track all expenditures, eligible carrying costs, and revenues related to the pilot program, with net costs to be reclassified as a regulatory asset and considered for recovery in a future rate case. The Commission agrees that Liberty should defer eligible costs and amortize recovery, with the amortization period to be determined in a future rate case.

#### **Decision**

No party has objected to the Agreement and the Commission will treat it as unanimous, as permitted by Commission Rule 20 CSR 4240-2.115(2). After reviewing the Agreement, the Commission finds that it is a reasonable resolution of the issues contained therein and should be approved. The Commission will direct Liberty to file tariff sheets to implement the terms of the Agreement. Because this is a unanimous agreement

and so that Liberty can promptly implement the terms of the Agreement, the Commission finds it reasonable to make this order effective in less than thirty days.

#### THE COMMISSION ORDERS THAT:

- 1. The Global Stipulation and Agreement filed by the Signatories on December 3, 2021, is approved. The Signatories are ordered to comply with its terms. A copy of the Agreement is attached to this order and incorporated by reference.
- 2. Liberty is granted variances of Commission Rules 20 CSR 4240-14.030(2) and (3).
- 3. The equipment provided by Liberty under the pilot program is paid for by the program participants and is therefore not includable in calculation of Construction Allowances under Liberty's tariff sheet 17b.
- 4. Liberty is granted an Accounting Authority Order to track and defer pilot program costs as a regulatory asset to be considered for recovery in a future rate case.
  - 5. Liberty shall file tariff sheets to implement the terms of the Agreement.
  - 6. This order shall be effective on January 29, 2022.

BY THE COMMISSION

Morris L. Woodruff

Secretary

Silvey, Chm., Rupp, Coleman, Holsman, and Kolkmeyer CC., concur.

Clark, Senior Regulatory Law Judge

# 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	)	Case No. ET-2020-0390
Electric Customers in its Missouri Service Area	)	

#### 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

<sup>&</sup>lt;sup>1</sup> 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** 

D.,,		Authorized Expenditure Amounts		
Programs	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 Electri	fication 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 specimentariff 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	\$2,000	
Program	\$2,000	
School Bus Electrification	\$5,000	
Program	Ψ5,000	

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.
- 1. 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.<sup>2</sup>

#### 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

<sup>&</sup>lt;sup>2</sup> 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's 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.
- 1. 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 <u>utility-owned</u> 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."
  - 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. <sup>3</sup>
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;

27

<sup>&</sup>lt;sup>3</sup> "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,

Counsel for Liberty:

/s/ Diana C. Carter

Diana C. Carter MBE #50527

428 E. Capitol Ave., Suite 303

Jefferson City, Missouri 65101

Joplin Office Phone: (417) 626-5976

Cell Phone: (573) 289-1961

E-Mail: Diana.Carter@LibertyUtilities.com

30

### Counsel for the Staff of the Commission:

### /s/Nicole Mers

Missouri Bar Number 66766
Deputy Staff Counsel
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102
573-751-6651 (Voice)
573-526-9285 (Fax)
Nicole.mers@psc.mo.gov

### Missouri Office of the Public Counsel:

By: /s/ Marc D. Poston
Marc D. Poston (#45722)
Public Counsel
P. O. Box 2230
Jefferson City MO 65102
(573) 751-5318
(573) 751-5562 FAX
marc.poston@opc.mo.gov

### Counsel for MPGA:

### HEALY LAW OFFICES, LLC

### /s/ Terry M. Jarrett

Terry M. Jarrett, MO Bar No. 45663 514 E. High St., Suite 22 Jefferson City, Missouri 65101 Telephone: (573) 415-8379 Facsimile: (573) 415-8379 terry@healylawoffices.com

### Counsel for Renew Missouri:

### /s/ Tim Opitz

Tim Opitz, Mo. Bar No. 65082 409 Vandiver Drive, Building 5, Ste. 205 Columbia, MO 65202 T: (573) 825-1796 F: (573) 303-5633 tim@renewmo.org

### **CERTIFICATE OF SERVICE**

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

/s/ Diana C. Carter

## Appendix A1 – Residential Smart Charge Program Tariff

THE EMPIRE DISTRICT ELECTRIC COMPANY 0/b/a LIBERTY						
P.S.C	C. Mo. No.	Sec	Original Sheet No.			
For	ALL TERRITORY					
	RESIDENT	TAL SMART CHARGE PIL	OT PROGRAM			
		SCHEDULE RG-SCPE	Þ			

### RESIDENTIAL SMART CHARGE PILOT PROGRAM Schedule RG-RSCPP

### PROGRAM DESCRIPTION

The purpose of the Residential Smart Charge Pilot Program ("RSCPP") and the associated Tariff RG-SCPP is to provide a subscription service for qualifying Residential Customers of The Empire District Electric Company ("the Company") that equips their premises with a dedicated smart (networked) Level 2 ("L2") Electric Vehicle ("EV") charging station, and facilitates charging of the EVs at the rates and terms specified in this Tariff, net of the rates and charges for the General Household Consumption equivalent to the Residential Service (RG) Tariffs in force over the term of the Pilot. Charging infrastructure deployed pursuant to this Schedule will be installed and owned by Company.

### **AVAILABILITY**

Schedule RG-RSCPP is available to residential customers currently receiving or applying for permanent, metered electric service under the Company's retail rate schedules at a single-family residence or a multi-family (e.g. duplex) residence that the Company deems suitable for the purposes of limiting access to the charging equipment to the participant's EV(s) only, provided that they have been invited to and executed the program, Participation Agreement. Participation in this program will be limited to a total of five hundred (500) Participants and will be available for a term of five years commencing 30 days after the date of this Tariff Schedule first coming into effect. New installations under this program shall not be available during program Year 5.

A maximum of 25 program spots will be reserved for Income-Qualified Participants. Subject to demonstrating eligibility pursuant to the terms described below, this category of Participants is eligible to participate in the program at a discounted RSCPP Monthly Fee as indicated below. All other rates and charges applicable under this Tariff Schedule shall apply without further modifications, subject to Participants being eligible for additional forms of rate relief under other applicable Company programs. Income-qualified applicants are those customers who otherwise qualify for service on this schedule who have an income level at or below 135% of the Federal Poverty Level (FPL), as confirmed by the designated Community Action Agency ("CCA").

THE EMPIRE DISTRICT ELECTRIC COMPANY WIDA LIBERTY						
P.S.C. Mo. No.		Sec	Original Sheet No.			
For ALL	_ TERRITORY					
RESIDENTIAL SMART CHARGE PILOT PROGRAM						
SCHEDULE RG-SCPP						

### **DEFINITIONS**

<u>Applicant:</u> A current or prospective Residential customer of the Company that approaches the Company with the intent to participate in the RSCPP program.

<u>Charger Finance Agreement:</u> A component of the Participant Agreement between the Company and the Participant that outlines the terms and conditions of the financing arrangement for the EV charger and other associated infrastructure installed by the Company on the Participant's premises.

Commission: The Missouri Public Service Commission.

THE EMPIRE DISTRICT ELECTRIC COMPANY 4/b/c LIBERTY

Company-Approved Charging Device: A "smart" L2 electric vehicle charging device that is new, equipped with a SAE J1772 standard plug, capable of delivering at least 6.2 kilowatts of power to an EV, network-enabled, capable of delivering station utilization data to the Company, and capable of receiving a demand response signal. All Schedule RSCPP-facilitated chargers must be ENERGY STAR-certified, listed by a nationally recognized testing laboratory (e.g., UL), and must adhere to open communication standards that support interoperability. In the event that a charging device has been used and removed pursuant to this Program at a site, it may subsequently be reused in the Program following a suitable inspection and/or refurbishment.

The Company will enter into an agreement with two or more qualified vendors to provide charging equipment installed through the Residential Smart Charge Pilot Program, provided more than one vendor are available, express interest and meet the Company's supplier and procurement guidelines.

<u>Connection Cost Estimate ("CCE")</u>: an estimate issued by the Company to the Applicant upon the initial site visit, outlining in the scope and nature of requisite work to complete the safe installation of charging equipment, the associated cost responsibility and available financing options. The Applicant must sign the CCE prior to executing the Participant Agreement.

<u>Income-Qualified Participant:</u> A program participant who has meet the qualifications for and has been accepted into the program as an Income-Qualified Participant, and as such qualifies for certain additional benefits described in this Tariff Document.

<u>Participant</u>: A customer of the Company that meets the eligibility criteria established in this Schedule RG-SCPP for participation and who executes a Participant Agreement.

THE EMPIRE DISTRICT ELECTRIC COMPANY 0/0/a LIBERTY						
P.S.C. I	Mo. No	Sec	Original Sheet No.			
For _	ALL TERRITORY					
	RESIDENTIAL SMART CHARGE PILOT PROGRAM					
	SCHEDULE RG-SCPP					

<u>Participation Agreement</u>: The agreement between the Company and the Participant further describing the terms and conditions governing the Participant's subscription to the Residential Smart Charge Pilot Program. The current form of the Participant Agreement shall be available for review on the Company's website. In the event the Company chooses to make changes to the Participant Agreement, it shall provide a copy to counsel for Staff and to the Public Counsel and provide a period of 30 days to review. Staff and the Public Counsel may affirmatively recommend the Company proceed with changes in less than 30 days.

<u>Remaining Pilot Term:</u> A minimum term over which the Participant agrees to deploy and make use of the charging equipment, commencing on the date of the Participant Agreement's execution and concluding on the date of a five-year anniversary of the RSCPP program start date.

<u>Site</u>: The location of Participant's premises at which a Schedule RG-SCPP-facilitated charger is installed and operated.

### RSCPP PROGRAM MINIMUM ELIGIBILITY AND ENROLLMENT PROCESS

To enroll into RSCPP, applicants must complete and submit a completed Program Enrollment Application. To meet the minimum eligibility requirements for participation, applicants must demonstrate to the Company's satisfaction a proof of the following:

- (a) Legal possession of an EV via a financing, lease or other suitable arrangement;
- (b) Existing RG account in good standing with the Company, or an application for such an account, at the address matching that of the EV title documents;
- (c) Authorization to modify the premises at the address noted in (b) such as a property title or proof of lease, along with a property owner's written consent if the premises are leased.

Should the vehicle, property or Company account holder names be different across the documents noted in clauses (a) through (c), applicants must provide proof of residency and sharing of living premises by the individuals whose names appear on these documents to the Company's satisfaction.

- (d) Proof of satisfactory credit standing, in the manner required by the Company;
- (e) Confirmation that the scope and nature of modifications to the occupied premises typically

THE EMPIRE DISTRICT ELECTRIC COMPANY d/b/a LIBERTY						
P.S.C. Mo. No	Sec.	Original Sheet No.				
For ALL TERRITORY						
	RESIDENTIAL SMART CHARGE PILOT PRO	OGRAM				
SCHEDULE RG-SCPP						

required for the operation of a Company-Approved Charging Device have been communicated and consented to by the property's mortgage holding institution(s) and all insurance provider(s); and

(f) If applying as an Income-Qualified Participant, the Applicant must provide the requisite documentation to confirm eligibility.

By signing the Application, the Applicant will acknowledge their understanding that their participation in the program is contingent upon the execution of the Participant Agreement, predicated by meeting the balance of requirements to the Company's satisfaction articulated therein. Upon receiving the completed Program Enrollment Application and verifying that the Applicant meets all the minimum eligibility requirements, the Company or its agents will inspect the site on a mutually satisfactory date and time, including, potentially, via a remote inspection based on the photographic and/or video evidence of the charging site's condition provided by the applicant and the geospatial records available to the Company. Based on the findings of the initial inspection, the Company will make a determination as to the Applicant's premises suitability for the program, including the presence of an acceptable structure for mounting of a Company-Approved Charging Device, and the condition of the house and electrical work in general.

The Company reserves the discretion to decline the application, should the applicant's premises not meet the electrical safety requirements, lack the adequate physical features to safely mount the charging equipment and/or prevent outside parties from accessing the Charging Device without the Participant's authorization, or be determined to be otherwise unsuitable. Upon completing the initial inspection and satisfying itself of all other preliminary matters explored in the Application, the Company will invite the Applicant to enter the program by executing the Participation Agreement, which will also include a completed Connection Cost Estimate Acknowledgment Form ("CCEAF") and the Charger Financing Agreement ("CFA") or waiver form, as appropriate for the financing option elected by the Applicant.

### **Financial Considerations**

Included in the Participant Agreement will be the completed CCEAF, that will outline in reasonable detail the scope and nature of any expected customer-side (behind-the-meter) and/or utility-side (front-of-the-meter) works required to accommodate the Company-Approved Charging Device installation, the cost of which exceeds the amounts recoverable through the customer deposit and regular RSCPP Monthly Fee established by this Tariff. The CCEAF will also specify what, if any,

THE EMPTRE DISTRICT ELECTRIC COMPANY (J/D/A LIBERTY						
P.S.C. Mo. No.		Sec	Original Sheet No.			
For ALL TE	RRITORY					
RESIDENTIAL SMART CHARGE PILOT PROGRAM						
SCHEDULE RG-SCPP						

THE EMPIRE DISTRICT ELECTRIC COMPANY 4/b/c LIBERTY

portion of such works is eligible for Company rebates. By signing the CCEAF as a part of the overall Participant Agreement, the Applicant will confirm their understanding of and readiness to arrange for and otherwise accommodate any works on their premises required to install the Company-Approved Charging Device, including providing any payments for works not recoverable through the standard payments provided for in this tariff.

Concurrent with execution of the Participation Agreement, the Participant will either provide \$1,000 plus applicable taxes to the Company, reflective of the standard cost of the purchase of the charger and installation of the device, or provide \$25 plus applicable taxes to the Company and enter into a Charger Financing Agreement. Participants who elect to pre-pay the cost of the Charger and Installation by providing \$1,000 plus applicable taxes in one payment will be eligible for the "Operations RSCPP Monthly Fee" fixed charge described below, reflective of the up-front payment made, and recovering the eligible operating costs only. Participants who elect to pay a \$25 deposit plus applicable taxes and enter into CFA, will be required to pay the standard RSCPP Monthly Fee, reflective of eligible operating and capital expenditures incurred in installing and operating the Company-Approved Charging Device.

Notwithstanding the act of providing either the \$1,000 pre-payment or the \$25 deposit (plus applicable taxes) to enter the CFA, the Applicant shall continue to be responsible for any payments in excess of the standard amount as estimated in the CCEAF, which would be billed to the Participant at the time of the first bill under this Tariff being issued. On executing the Participation Agreement and all required appendices, the Applicant becomes a Program Participant.

Upon the execution of the Participation Agreement, if a suitable 240 Volt-equipped junction box and other associated equipment is not present, the Participant will arrange for the installation of a suitable junction box and related wiring on Participant's premises by a licensed and bonded electrician. The Participant will be responsible for the cost of installation and will pay this cost directly to the electrician. The Company will reimburse up to \$200 for the installation of the junction box and other associated equipment, on provision of an itemized receipt from an electrician.

Upon completion of the requisite customer-side upgrades (if required), the Company will install a Company-Approved Charging Device and arrange for any requisite electrical safety site inspections. Upon installation of the Company-Approved Charging Device, the Company will invoice the Participant for any final costs not covered by the standard tariff charges, as specified in the CCEAF. Upon installation of the Company Approved Charging Device, the Participant will be responsible for payment of the RSCPP Monthly Fee, and the rate schedule for service for the premises will be

THE EMPIRE DISTRICT ELECTRIC COMPANY 0/b/a LIBERTY						
P.S.C.	. Mo. No		Original Sheet No.			
For	ALL TERRITORY	-				
	RES	IDENTIAL SMART CHARGE PILOT	PROGRAM			
		SCHEDULE RG-SCPP				

switched to Schedule RG-SCPP.

Should the level of interest in participating in the RSCPP exceed that of the 500-participant cap, the Company will invite otherwise qualifying Applicants it cannot accommodate to join the program waitlist. The customers placed on the waitlist will be eligible to have the right of first refusal 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 waitlist participants will be based on the order of the waitlist entry.

### Other Program Terms and Customer Obligations

By executing the Participant Agreement, applicants commit to keeping the charger installed on their premises for a period no shorter than the Remaining Pilot Term, and meeting all other terms and conditions of this Tariff Schedule, the Participant Agreement and the Charger Financing Agreement (as applicable). Should a Participant wish to withdraw from the RSCPP program sooner than after two years of participation, the Participant will be responsible for the Termination Fee. Should a Participant wish to move to a different location within the Company's service territory and continue participating in the Program, the participant will be responsible for the costs of all requisite removal and installation costs. For any charging equipment that may be de-installed due to a Participant's withdrawal from the Program, the Company will perform requisite refurbishment and will either redeploy the equipment to another Participant's premises, or utilize it for the purposes of its own fleet.

Participants must ensure reliable access to wireless internet service at the location of the charging equipment to ensure remote reading of the EV charger's consumption for use in billing, and commit to provide access to the Company's personnel from time to time to the charger for the purposes of maintenance, and (if required) reading verification. Should the Company be unable to obtain the reading of the EV charger's consumption via a remote reading, a site visit and/or other reasonable means in the course of a billing period, the overall EV consumption and the breakdown of that consumption across the Time of Use periods will be estimated in the following manner:

- (a) The overall consumption (total kWh consumed in the billing period) shall be estimated to equal the daily average of the most recent 90 days for which that Participant's actual EV Charger consumption is available times the number of days in the billing period for which an estimated bill is being prepared.
- (b) The relative breakdown of consumption across the three Time of Use periods for the period

THE EMPIRE DISTRICT ELECTRIC COMPANY (/b/a LIBERTY						
P.S.C.	. Mo. No	Sec	Original Sheet No.			
For	ALL TERRITORY					
	RESIDENTIAL SMART CHARGE PILOT PROGRAM					
	SCHEDULE RG-SCPP					

being estimated shall equal the average daily breakdown across the Time of Use periods over the most recent 90 days for which the Participant's actual EV consumption data is available.

- (c) Should the need to resort to estimated billing for EV charger consumption arise before a 90-day record of the Participant's actual EV Charger consumption data is accumulated, the Company shall bill all consumption recorded on the household's Revenue Meter at the rate(s) applicable for the general household consumption.
- (d) Participants who have been issued estimated bills for their EV Charger consumption may contact the utility to have the estimated charges adjusted, provided they can furnish the relevant actual data for the period in question to the Company's satisfaction. The Company shall rectify the estimation by way of an adjustment applied to the next billing period.

Participants will be limited to one Schedule RG-SCPP-facilitated charger per site. If a Participant demonstrates ownership of multiple EVs registered at the same address, a Participant may, at the Company's discretion, be eligible for the installation of an additional Company-Approved Charging Device charger(s). If more than one charger is installed, the Charger Finance Agreement shall not be available for additional chargers. Participants agree to transfer to an electronic billing arrangement for their household for a minimum of the term of program participation. Participants also agree to partake in at least three participant surveys over the course of their RSCPP participation, including an enrollment companion survey. Participants also consent for their charger consumption data to be analyzed by the Company and reported to the Commission in an aggregated manner with that of other Participants and/or without any personal information being revealed. Participants may also be asked to participate in other activities to help the Company obtain certain insights regarding the charging equipment, the impact of EV charging on the Company's distribution system or other program administration elements.

By Executing the Participation Agreement the Company commits to maintaining the Charger infrastructure in good working order, provide electricity for use in the Charger at the rates specified below, and provide such other services as may be required to support the Participants' participation in the RSCPP in accordance with the terms and conditions contemplated in the Participation Agreement. The Company also commits to run the RSCPP through to the conclusion of the Remaining Pilot Term and to facilitate the Participants' options elected at the conclusion of the RSCPP as described above.

THE EMPIRE DISTRICT ELECTRIC COMPANY 0/0/a LIBERTY						
P.S.C. Mo. No.		Sec		Original Sheet No.		
For ALL TERRI	TORY					
RESIDENTIAL SMART CHARGE PILOT PROGRAM						
SCHEDULE RG-SCPP						

### Participation in Special Demand Management Events

The Company may call up to ten (10) Demand Response Events per year, not to exceed 4 hours per event. If the Participant complies with a Demand Response event, as verified by the charger consumption records, the Participant will be eligible for an additional credit as specified below.

The Company may request the Participants to participate in the Vehicle to Grid ("V2G") Events by discharging a portion of their available battery charge back into the grid during certain times communicated in advance by the company, and following all the appropriate electrical safety and operational protocols. If a Participant participates in a V2G event, that Participant will be compensated at the rate as specified below, as measured through the Company-Approved Charging Device. The compensation will take the form of a credit on the Participant's next billing period. The V2G rates shall only apply for the specific time periods communicated ahead of time by the Company.

### PARTICIPANTS' OPTIONS UPON THE RSCPP PILOT TERM CONCLUSION

### Parties' Rights and Obligations Upon the Conclusion of the RSCPP Program

At the conclusion of the Remaining Pilot Term, the Company may elect to transition the RSCPP into a successor program and apply for the associated leave to the Commission to establish the requisite tariff(s), or discontinue the RSCPP without adopting a dedicated successor program and/or tariff for electric vehicle charger financing or electric vehicle consumption. Should the Company transition the RSCPP into a successor program, it would reserve the right to apply to the Commission to modify the program terms, rate structures, or amounts charged upon the conclusion of the Remaining Pilot Period, including establishing special terms (as appropriate) that would apply to the original RSCPP Participants.

In either scenario of the RSCPP concluding with or without being substituted for a successor program, the Company will give the existing Participants no less than a 30-day notice prior to applying to the Commission for the appropriate leave. Along with the notice specifying the Company's intent, Participants would be offered the following options with respect to the charging equipment installed during the Program Term, as applicable under the Scenarios contemplated below.

Scenario 1: No RSCPP Successor Program and/or Tariff: If the RSCPP and the associated tariff are discontinued without being replaced by a successor program and tariff, the Participants will have two options:

THE EMPIRE DISTRICT ELECTRIC COMPANY WIDA LIBERTY						
P.S.C. Mo	. No		Sec.		Original Sheet No.	
For	ALL TERRITORY					
		RESIDENTIAL SI	MART CH	ARGE PILOT PROG	RAM	
	SCHEDULE RG-SCPP					

THE EMPIRE DISTRICT ELECTRIC COMPANY 4/b/c LIBERTY

- i. Option A: buy out the remaining Charger capital costs at remaining net book value, thus assuming ownership. Under this option the customer would be responsible for all charger maintenance activities and the associated costs upon the expiration of the Program and would be responsible for procuring replacement equipment; OR
- ii. Option B: continue paying charger financing costs under the rates in place prior to the Program's cancellation, by executing an appropriate service extension agreement available exclusively to the legacy RSCPP Participants the Company would continue maintaining and replacing the assets until equipment is fully depreciated.

Under either option under Scenario 1, the Participants would then be charged for their EV charger's electricity consumption under the regular residential tariff applicable at the time.

Scenario 2: An RSCPP Successor Program and/or Tariff are in Place: If the Company replaces RSCPP with a successor program and tariff, the existing Participants will have an option of being enrolled into the successor program and may be eligible for special transitional treatment terms (if any) that the Company may contemplate and the Commission may authorize. The Participants will have two Options with respect to their Charging Equipment:

- i. Option A: Enroll in the RSCPP successor program and continue financing the Company-Approved Charging Equipment and paying for the charger consumption as per the terms of the associated tariff.
- ii. Option B: Do not continue with the successor program and select from among Scenario 1 Options A or B listed above to determine the ensuing financing arrangements with respect to the financed charger equipment.

### PROGRAM RATES

### **RSCPP** Monthly Fee:

This is a fixed monthly charge recovering the cost of the Company-Approved Charging Device and other costs associated with the set-up and facilitation of the Participant's participation in the RSCPP program. All participants will be required to pay the RSCPP Operations Fee that recovers the cost of maintenance of charging equipment and billing. Participants who do not choose to pre-pay the charger purchase and installation costs and instead opt to enter the Charger Financing Agreement will also be required to pay the RSCPP Financing Fee. Along with those customers who pre-pay their charger

THE EMPIRE DISTRICT ELECTRIC COMPANY 0/0/a LIBERTY						
P.S.C. Mo. No.		Sec.		Original Sheet No.		
For ALL TERR	ITORY					
RESIDENTIAL SMART CHARGE PILOT PROGRAM						
SCHEDULE RG-SCPP						

purchase and installation costs, the limited number of Income Qualified participants will also be exempt from paying the RSCPP Financing fee.

The following amounts shall apply for the two sub-types of the fee each month as applicable to participants:

RSCPP Operations Fee - \$11.71 per month for every month of participation Additional RSCPP Financing Fee - \$8.20 per month for every month of participation.

If participation is cancelled prior to two years in the program, Customer shall be responsible for payment of Termination Fees. The above fees are subject to periodic review and approval in the manner determined by the Commission.

<u>Termination Fee:</u> An amount equal to 24 minus the number of months of participation, times \$20, but not less than zero. Such amounts shall be recorded to offset capital expenditures and capitalized expenses incurred under the Company's provision of this program.

## Appendix A2 – Ready Charge Program Tariff

THE EMPIRE DISTRICT ELECTRIC COMPANT WIDA LIBERTY						
P.S.C.	Mo. No	Sec	Original Sheet No.			
For _	ALL TERRITORY					
		READY CHARGE PILOT PROGRAM				
		SCHEDULE RCPP				

### READY CHARGE PILOT PROGRAM Schedule RCPP

### **PROGRAM DESCRIPTION**

THE EMPIRE DISTRICT ELECTRIC COMPANY 4/b/c LIBERTY

The Ready Charge Pilot Program supports the deployment of smart, network-enabled Level 2 ("L2") and direct-current fast charging ("DCFC") infrastructure at publicly accessible commercial customer sites for shared public use to charge an electric vehicle ("EV"). Charging infrastructure deployed pursuant to Schedule RCPP will be installed, owned and operated by The Empire District Electric Company ("Company") and may be used by any EV owner who resides either within or outside the Company's service territory, in accordance with charging cost arrangements selected by the commercial entity on whose property the charging equipment is situated ("Participant").

### **AVAILABILITY**

This Schedule RCPP is available to the Company's commercial customers operating at publicly accessible and otherwise suitable locations who wish to serve as site hosts for Company-owned L2 and/or DCFC EV chargers. Charging infrastructure deployed pursuant to Schedule RCPP must be publicly accessible 24/7 and intended for shared use by EV drivers. Participants participating in Schedule RCPP program may not install more than three dual-port L2 chargers or three DCFC chargers, or a combination of the two types of chargers, up to a three total, per Host Site.

In evaluating applications from potential Applicants, the Company will utilize a Site Evaluation Process, which entails the completion of a scoring matrix comprised of weighted criteria that shall prioritize above other considerations the minimization of adverse cost and operational impact on the Company's distribution system, such as the need for premature capacity upgrades or accelerated equipment degradation. The system impact scoring criterion shall be augmented by appropriately weighted scoring criteria of geographic coverage, anticipated utilization levels, locational equity, participation by Non-profit organizations or Minority or Women Business Enterprise, participating host green initiatives, and charging location targets.

The Company will allocate the RCPP program participation spots in up to four tranches, each tranche capped at a pre-determined magnitude of capital and operating expenses to be incurred. Tranches Two to Four will commence provided the company attains certain charging volume milestones across the public charging equipment in-service at the time. The Company will run a Site Evaluation Process

THE EMPIRE DISTRICT ELECTRIC COMPANY 0/D/a LIBERTY							
P.S.C	. Mo. No	Sec	Original Sheet No.				
For	ALL TERRITORY	-					
		READY CHARGE PILOT PROGRAM					
		SCHEDULE RCPP					

in each Tranche at once, inviting all interested parties to apply by a particular deadline, and determining successful Applicants (if any) on the basis of assessment of all applications submitted. Successive tender rounds may be held within each Tranche until all available program funds are subscribed to. The Company shall publish the Site Evaluation Process rules on its website. The Company may adjust the Site Evaluation Process rules from one program Tranche to next, taking into account the insights from the previous evaluations and the specific criteria for successive rounds, such as particular geographic area focus.

The following table outlines the targeted coverage of charging locations by the type of host establishment across all tranches of the RCPP.

Charging Location Targets		Target Percent	
	DCFC	L2	
Convenience Stores (with amenities)	40%	15%	
Locations along major travel corridors	30%	15%	
Restaurants	10%	12%	
Retail	10%	20%	
Grocery	10%	12%	
Parks	0%	3%	
Multi-Dwelling Residential	0%	3%	
Other long-dwell stops (universities, movie theaters, municipally owned parking)	0%	20%	
Total	100%	100%	

To encourage participation in the RCPP, the initial tranche of invited Participants will have their Monthly Participation Fee waived for the Remaining Pilot Term. Notwithstanding the waiving of their Monthly Participation Fee, upon being invited into the program, the first tranche of Participants must pay the program entry fee, and make separate arrangements with the Company to cover the cost of any capital work, including in front of, and behind-the-meter upgrades, the cost of which exceed the capital cost amounts included in the calculation of the Monthly Participation Fee. Unless invited to participate as a part of the first tranche, Non-profit Organizations and Minority or Women Business Enterprises are exempted from paying the Program Entry Fee.

The Company will enter into an agreement with two or more qualified vendors to provide charging equipment installed through the RCPP, provided more than one vendor are available, express interest

THE EMPIRE DISTRICT ELECTRIC COMPANY 0/b/a LIBERTY			
P.S.C. Mo. No	Sec	Original Sheet No.	
For ALL TERRITORY			
READY CHARGE PILOT PROGRAM			
SCHEDULE RCPP			

and meet the Company's supplier and procurement guidelines. RCPP-facilitated chargers must be separately metered from the site host's other premises.

### **DEFINITIONS**

<u>Additional Connection Costs:</u> capital costs of distribution system and/or customer-side works which exceed those on which the Monthly Participation Fee for Program Tranches 2-4 is calculated. The Participants are solely responsible for these costs.

<u>Applicant:</u> A customer of the Company that approaches the Company with the intent to participate in the RCPP program and completes the requisite application documentation.

Company-Approved Charging Device: A "smart" L2 or DCFC electric vehicle charging device that is new, equipped with a SAE J1772 standard plug, capable of delivering at least 6.2 kilowatts of power to an EV, network-enabled, capable of delivering station utilization data to the Company, and capable of receiving a demand response signal. All Schedule RCPP-facilitated chargers must be ENERGY STAR-certified, listed by a nationally recognized testing laboratory (e.g., UL), and must adhere to open communication standards that support interoperability. In the event that a charging device has been used and removed pursuant to this Program at a site, it may subsequently be reused in the Program following a suitable inspection and/or refurbishment.

<u>Connection Cost Estimate ("CCE")</u>: an estimate issued by the Company to the Applicant upon the initial site visit, outlining in the scope and nature of requisite work to complete the safe installation of charging equipment, the associated cost responsibility, including the Additional Connection Costs. The Applicant must sign the CCE prior to executing the Participation Agreement.

<u>Minority or Women Business Enterprise</u> ("M/WBE"): Any business certified by the Missouri Office of Equal Opportunity as an M/WBE.

Non-profit Organization: Any organization established as a nonprofit corporation under the Missouri Nonprofit Corporation Act.

Remaining Pilot Term: A minimum term over which the Participant agrees to deploy and make use of the charging equipment, commencing on the date of the Participation Agreement 's execution and concluding on the date of a five-year anniversary of the RCPP program's start date.

THE EMPIRE DISTRICT ELECTRIC COMPANY 0/b/a LIBERTY			
P.S.C. Mo. No	Sec	Original Sheet No.	
For ALL TERRITORY			
READY CHARGE PILOT PROGRAM			
SCHEDULE RCPP			

THE EMPIRE DISTRICT ELECTRIC COMPANY 4/L/- LIDERTY

<u>Site</u>: the physical premises owned and operated by the Participant, judged by the Company to be adequate in size, location and proximity to electrical infrastructure to safely install and operate the Company-Approved Charging Stations.

<u>Site Evaluation Process:</u> an assessment process developed and executed by the Company or its agents to explore the suitability of potential RCPP Sites to the program's objectives, using objective and transparent scoring criteria.

<u>Participant</u>: A customer of the Company that meets the Participant eligibility criteria established in Schedule RCPP, completes the application documents and the associated procedural steps to the Company's satisfaction, and who is subsequently invited to enter into the RCPP program by executing the Participation Agreement.

<u>Participation Agreement</u>: The agreement between the Company and the participating Participant further describing the terms and conditions governing the Participant's enrollment in the Ready Charge Pilot Program. The current form of the Participation Agreement shall be available for review on the Company's website. In the event the Company chooses to make changes to the Participation Agreement, it shall provide a copy to counsel for Staff and to the Public Counsel and provide a period of 30 days to review. Staff and the Public Counsel may affirmatively recommend the Company proceed with changes in less than 30 days.

### RCPP APPLICATION PROCESS

To enroll into RCPP, applicants must complete and submit a Program Enrollment Application and be subsequently invited to enter the program. To meet the minimum eligibility requirements for participation, applicants must demonstrate to the Company's satisfaction a proof of the following:

- (a) Existing Commercial service account in good standing with the Company;
- (b) Proof of ownership or lease arrangement of the Site, such as a property title or proof of lease; and
- (c) Confirmation that the scope and nature of modifications to the occupied premises typically required for the operation of a Company-Approved Charging Stations have been communicated and consented to by the property's owner, mortgage holding institution(s) and all insurance provider(s) (as applicable);

By signing the Application, the Applicant will acknowledge their understanding that their participation in the program is contingent upon the execution of the Host Agreement, predicated by

THE EMPIRE DISTRICT ELECTRIC COMPANY (/b/a LIBERTY		
P.S.C. Mo. No.	Sec	Original Sheet No.
For ALL TERRITORY		
READY CHARGE PILOT PROGRAM		
	SCHEDULE RCPP	

THE EMPIRE DISTRICT ELECTRIC COMPANY 4/b/c LIBERTY

the Host Site being selected among the successful applicants through the company's Site Evaluation Process. Upon receiving the completed Program Enrollment Application and verifying that the Applicant meets all the minimum eligibility requirements, the Company or its agents will inspect the site on a mutually satisfactory date and time, including, potentially, via a remote inspection based on the photographic and/or video evidence of the site's condition provided by the applicant and the geospatial records available to the Company. Using the information so collected, the Company will conduct the Site Evaluation Process by the advertised date and will notify the successful applicants (if any) by extending to them an invitation to execute the Participation Agreement , which will also include a completed Connection Cost Estimate ("CCE"). By executing the Participation Agreement and all relevant appendices, the Applicant becomes the Participant and officially enters the RCPP program.

The completed CCE will outline in reasonable detail the scope, nature and cost of any expected Additional Connection Costs, which entail any customer-side (behind-the-meter) and/or utility-side (front-of-the-meter distribution system) works required to accommodate the Company-Approved Charging Device installation, the cost of which exceeds the amounts on which the Monthly Participation Fee is calculated. By signing the CCE as a part of the overall Participation Agreement, the Applicant will confirm their understanding of and readiness to arrange for and otherwise accommodate any works on their premises required to install the Company-Approved Charging Device, including providing any payments for works outlined in the CCE. Concurrent with execution of the Participation Agreement, the Participant will submit the Program Entry Fee as appropriate for the combination of Company-Approved Charging Stations installed at the Site. Notwithstanding the act of providing either the entry fee and executing the Participation Agreement, the Applicant shall continue to be responsible for the final Additional Connection Costs corresponding to those estimated in the CCE, which would be billed to the Participant once the works are completed and the final cost has been communicated by the Company.

Should the level of interest in participating in the RCPP exceed the Company's resources available for this work, the Company will invite otherwise qualifying Applicants it cannot accommodate to join the program waitlist. The Applicants placed on the waitlist will be eligible to have the right of first refusal to participate in the RCPP (should its terms or conditions change), or in functionally similar future initiatives carried out by the Company. The priority of access of waitlist participants will be based on the combination of the order of the waitlist entry and results of the Site Evaluation Process as conducted at the time of additional spots becoming available.

THE EMPTRE DISTRICT ELECTRIC COMPANY (/b/a LIBERTY		
P.S.C. Mo. No	Sec	Original Sheet No.
For ALL TERRITORY		
READY CHARGE PILOT PROGRAM		
	SCHEDULE RCPP	

### The Participation Agreement and Obligations Arising from it

THE EMPIRE DICTRICT ELECTRIC COMPANY 4/6/6 LIBERTY

By executing the Participation Agreement, applicants commit to keeping the charger installed on their premises for a period no shorter than the Remaining Pilot Term and meeting all other terms and conditions of this Tariff Schedule and the Participation Agreement. Should a Participant wish to withdraw from the RCPP program sooner than the conclusion of the Remaining Pilot Period, the Participant will be responsible for the Early Termination Fee. Should a Participant wish to move to a different location within the Company's service territory and continue participating in the RCPP, the Participant will be responsible for the costs of all requisite removal and installation costs. For any charging equipment that may be de-installed due to a Participant's withdrawal from the Program, the Company will perform requisite refurbishment and will either redeploy the equipment to another Participant's premises, or utilize it for the purposes of its own fleet.

In executing the Participation Agreement, the Participant shall grant an easement to the company to install and operate the Company-Approved Charging Stations and the associated infrastructure and access them as needed for maintenance. Unless enrolled during the first Tranche, the Participant shall be responsible for paying the Monthly Participation Fee, and (if relevant to the option elected by the Participant), the cost of charging completed over the billing period as described below. These ongoing costs shall be billed through a separate electronic bill, in addition to the regular bill for the Participant's facilities.

Participants shall be responsible for maintaining the civil infrastructure in and around the parking stalls where the charging infrastructure is installed in good working order, including regular clearing of snow, maintaining adequate asphalt surface condition and painted line and signage. The Company shall provide and the Participant shall install the special signage approved by the local municipalities restructuring the parking spaces in question for the use of electric vehicles only, and limiting the stall occupation time to an appropriate duration for the type of charger(s) installed. Upon enrollment into the Program, the Participant are encouraged to transfer the billing arrangements for all of its facilities to the e-billing service offered by the Company. Customers applying to become a Participant for the Ready Charge Pilot Program must have and maintain an account that is not more than 60 days delinquent or in default at the time of application. 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 Ready Charge Pilot Program for any period of time.

Participants shall also agree to partake in at least three participant surveys over the course of their RCPP participation, including an enrollment companion survey. Participants also consent for their charger consumption data to be analyzed and reported to the Commission and used by Liberty in an

THE EMPIRE DISTRICT ELECTRIC COMPANY 0/b/a LIBERTY			
P.S.C. Mo. No.	Sec	Original Sheet No.	
For ALL TERRITORY			
READY CHARGE PILOT PROGRAM			
SCHEDULE RCPP			

aggregated manner with that of other Participants, and without any personal information being revealed. Participants may also be asked to participate in other activities to help the Company obtain certain insights regarding the charging equipment, the impact of EV charging on the Company's distribution system or other program administration elements.

By Executing the Participation Agreement, the Company commits to maintaining the charger infrastructure, including the metering, payment and site communication components in good working order, cover the insurance costs for the equipment, provide electricity for use in the charger at the rates specified below, and provide such other services as may be required to support the Participants' participation in the RCPP in accordance with the terms and conditions contemplated in the Participation Agreement. The Company also commits to run the RCPP through to the conclusion of the Remaining Pilot Term and to facilitate the Participants' options elected at the conclusion of the RCPP as described below.

Should the Participant wish to withdraw from the RCPP program at any point before the conclusion of the Remaining Pilot Term, the Participant shall be responsible for the cost of de-installation of the Company-Approved Charging Stations, and the additional Early Termination Fee in the amount equal to 12 months' of Monthly Participation Fees as applicable for the number and types of Company-Approved Charging Stations installed. Irrespective of the program Deployment Tranche under which the Participant has entered the RCPP, for the purposes of the Early Termination Fee the Monthly Participation Fees shall be calculated using the Tranches 2-4 fees. Should the Participant terminate their participation in the RCPP due to bankruptcy or other similar circumstances, the Company shall pursue the recovery of eligible costs in accordance with Missouri Law.

### Participation in Special Demand Management Events

The Company may call up to ten (10) Demand Response ("DR") Events per year, not to exceed 4 hours per event, during which the charging infrastructure will be remotely shut off and inaccessible for charging. The anticipated instances of DR events shall be communicated in advance.

### Responsibility for the Cost of Energy Charged

A Participant may choose between one of two cost responsibility options the Energy Consumption Charge charged at all the Schedule RCPP-facilitated EV charging stations located upon their premises. The Participation Agreement will identify the chosen Energy Billing Option. The Schedule RCPP-facilitated EV charging station screen, and third-party vendor's customer web portal will identify the applicable Energy Charges that will be the responsibility of the user at each EV charging station

THE EMPIRE DISTRICT ELECTRIC COMPANY WIDIA LIBERTY			
P.S.C. Mo. No	Sec	Original Sheet No.	
For ALL TERRITORY			
READY CHARGE PILOT PROGRAM			
SCHEDULE RCPP			

location. The following are the two cost responsibility options available RCPP:

THE EMPIRE DISTRICT ELECTRIC COMPANY 4/b/c LIBERTY

Option 1: The Participant pays the kWh Energy Charge plus the Fuel Adjustment Charge ("FAC") the Energy Efficiency Charge ("EEC") and the applicable taxes, vendor fees and residual program administration recovery charges. Add they can charge fee of their choice?

Option 2: The EV charging station user pays the kWh Energy Charge plus the Fuel Adjustment Charge ("FAC") the Energy Efficiency Charge ("EEC") and the applicable taxes, vendor fees, and the residual program administration recovery charges.

All end users of the RCPP-facilitated EV charging stations must have an account with the Company's third-party vendor. Information on opening an account shall be available through the Company's website and shall be advertised through the signage installed on site.

The Participants shall be permitted to change the cost responsibility arrangement once during the Remaining Pilot Term, provided the change would apply to all Company-Approved Charging Stations on site and provided that the Participant bears all the costs associated with the change of the billing arrangement. Irrespective of the billing arrangement chosen, the site host shall clearly display the signage of the Energy Consumption Charges across the Time of Use time periods, indicating whether the Participant or the EV users are responsible for these costs (as applicable to the billing option elected).

### PARTICIPANTS' OPTIONS UPON THE RCPP PILOT TERM CONCLUSION

### Parties' Rights and Obligations Upon the Conclusion of the RCPP Program

At the conclusion of the Remaining Pilot Term, the Company may elect to transition the RCPP into a successor program and apply for the associated leave to the Commission to establish the requisite tariff(s), or discontinue the RCPP without adopting a dedicated successor program and/or tariff for electric vehicle charger financing or electric vehicle consumption. Should the Company transition the RCPP into a successor program, it would reserve the right to apply to the Commission to modify the program terms, rate structures, or amounts charged upon the conclusion of the Remaining Pilot Period, including establishing special terms (as appropriate) that would apply to the original RCPP Participants.

In either scenario of the RCPP concluding with or without being substituted for a successor program, the Company will give the existing Participants no less than a 30-day notice prior to applying to the

THE EMPIRE DISTRICT ELECTRIC COMPANY d/b/a LIBERTY			
P.S.C	. Mo. No	Sec	Original Sheet No.
For	ALL TERRITORY	-	
READY CHARGE PILOT PROGRAM			
SCHEDULE RCPP			

Commission for the appropriate leave. Along with the notice specifying the Company's intent, Participants would be offered the following options with respect to the charging equipment installed during the program term, as applicable under the Scenarios contemplated below.

Scenario 1: No RCPP Successor Program and/or Tariff: If the RCPP and the associated tariff are discontinued without being replaced by a successor program and tariff, the Participants will have two options:

- i. Option A: buy out the remaining Charger(s) capital costs at remaining net book value and assume ownership. Under this option the customer would be responsible for all charger maintenance activities and the associated costs upon the expiration of the RCPP and would be responsible for procuring replacement equipment; OR
- ii. Option B: continue paying charger financing costs under the rates in place prior to the RCPP program's cancellation, by executing an appropriate service extension agreement available exclusively to the legacy RCPP Participants the Company would continue maintaining and replacing the assets until their equipment is fully depreciated..

Under either option under Scenario 1, the Participants would then be charged for their EV charger's electricity consumption under the regular tariff applicable at the time.

Scenario 2: An RCPP Successor Program and/or Tariff are in Place: If the Company replaces RCPP with a successor program and tariff, the existing Participants will have an option of being enrolled into the successor program and may be eligible for special transitional treatment terms (if any) that the Company may contemplate and the Commission may authorize. The Participants will have two Options with respect to their Charging Equipment:

- i. Option A: Enroll in the RCPP successor program and continue financing the Company-Approved Charging Equipment and paying for the charger consumption as per the terms of the associated tariff.
- ii. Option B: Do not continue with the successor program and select from among Scenario 1 Options A or B listed above to determine the ensuing financing arrangements with respect to the financed charger equipment.

### PROGRAM RATES AND CHARGES

THE EMPIRE DISTRICT ELECTRIC COMPANY 0/b/a LIBERTY			
P.S.C. Mo. No.	Sec	Original Sheet No.	
For ALL TERRITORY			
READY CHARGE PILOT PROGRAM			
SCHEDULE RCPP			

<u>Program Enrollment Fee</u>: a one-time entry fee payable by the Participant at the time of executing the Participation Agreement with the Company. The fee will vary according to the type of Company-Approved Charging Equipment installed, and will be calculated on a per-site basis, with the Entry Fee being established on the basis of the single largest capacity charger installed, at the following rates:

• Dual-Port L2 Charger: \$750.00 plus tax

THE EMPIRE DISTRICT ELECTRIC COMPANY 4/L/- LIDERTY

• DCFC Charger (any capacity): \$1,000 plus tax

The Company shall record the proceeds from Enrollment Fees as downward adjustments to the capital cost of the charger equipment recorded in the Company's System of Accounts. Except for the eligible organizations applying for the First Tranche of the RCPP, the Program Enrollment Fee will be waived for qualified Participants that are either M/WBE certified by the Missouri Office of Equal Opportunity or Non-profit Organizations.

Monthly Participation Fee: a fixed fee payable by the Participant on a monthly basis to recover the Company's costs in deploying, financing and operating the charging infrastructure plus all the applicable taxes. Calculated as a product of a number of chargers installed and the per-charger monthly fee varying by charger type as described below. The per-charger monthly fee represents the portion of estimated charger operating and capital costs recoverable from Participants as per the terms of the Company's settlement approved by the Commission.

Changer Tyme / Depleyment Phase	Monthly Participation Fee Per	Monthly Participation Fee Per
Charger Type / Deployment Phase	Charger: Deployment Tranche 1	Charger: Deployment Tranches 2 - 4
L2 Dual-Port Charger	\$0.00	\$40.83
DCFC Charger 50 kW	\$0.00	\$215.25
DCFC Charger 150 kW	\$0.00	\$290.64

Additional Connection Cost Fee: a one-time fee payable by the Participant for the costs of any distribution system or customer side capital works and the applicable taxes, the cost of which exceeds the costs included in the calculation of the Monthly Participation Fee per Charger, and as communicated by the Company through the Connection Cost Estimate. For clarity, the Additional Connection Cost Fee applicable to Tranche 1 Applicants will be calculated in the same manner as for on the Tranches 2-4 Applicants.

<u>Energy Consumption Charges</u>: a per-kWh charge for energy consumed through the Company-Approved Charging Stations to charge the Electric Vehicles. The Energy Consumption Charge will

THE EMPIRE DISTRICT ELECTRIC COMPANY 0/b/a LIBERTY			
P.S.C. Mo. No	Sec	Original Sheet No.	
For ALL TERRITORY			
READY CHARGE PILOT PROGRAM			
SCHEDULE RCPP			

be charged on the Time-of-Use basis. The Energy Consumption Charge will be billed on per-kWh basis as a product of kWh consumed and the applicable TOU period and charger type. The resulting amounts shall be payable in full by either the Participant (Cost Responsibility Option 1) or the end EV User (Cost Responsibility Option 2), as elected by the Participant. The Company shall apportion the fees collected to the appropriate accounts for future disposition and settlement between the Commodity, Demand, FAC, EEC, Tax, Vendor Fees, and the residual program administration recovery component.

Also charged on the consumption basis and in accordance with the Commission-approved rates at the time of charging will be the Fuel Adjustment Cost Charge ("FAC"), the Energy Efficiency Charge ("EEC"), other charges that may be authorized by the Commission, and the applicable taxes, vendor fees and the residual program administration recovery component.

Should the operation of the EV Charging Stations result in demand charges recorded on the dedicated AMI meter and payable as per the tariff schedule applicable to the Participant's facilities, these charges shall not be recovered from the Participant under either Cost Responsibility Option, and shall be instead recovered from the residual program administration recovery component upon settlement by the Company.

<u>Early Termination Fee</u>: amount equal to 12 months of Monthly Participation Fees as applicable for the number and types of Company-Approved Charging Stations installed, payable should the Participant wish to exit the RCPP at any point before the conclusion of the Remaining Pilot Term. Notwithstanding of the program Deployment Tranche under which the Participant has entered the RCPP, for the purposes of the Early Termination Fee the Monthly Participation Fees shall be calculated using the Tranches 2-4 fees. Such amounts shall be recorded to offset capital expenditures and capitalized expenses incurred under the Company's provision of this program.

### **PAYMENT**

The Company shall bill the Participants for their RCPP program participation via a dedicated electronic bill, in addition to the regular bill(s) for the balance of the Participant's consumption from their facilities billed at the appropriate tariff schedule. The monthly bill shall include the applicable Monthly Participation Fee, calculated as a product of the applicable Deployment Tranche Fee, and the number and type of Company-Approved Charging Stations operating on the Site. Should the Participant elect the Cost Responsibility Option 2, the Participant's bill shall also include the charges associated with the energy consumed over the billing period. Should the Participant elect the Cost Responsibility Option 1, the Energy Consumption Charges shall be recovered from the end EV end users using the facilities.

# Appendix A3 – Commercial Electrification Program Tariff

THE EMPIRE DISTRICT ELECTRIC COMPANY d/b/a LIBERTY				
P.S.C	C. Mo. No Sec.	Original Sheet No.		
For	ALL TERRITORY			
COMMERCIAL ELECTRIFICATION PILOT PROGRAM				
	SCHEDUL	LE CEPP		

## COMMERCIAL ELECTRIFICATION PILOT PROGRAM Schedule CEPP

### PROGRAM DESCRIPTION

The Commercial Electrification Pilot Program supports the deployment of smart Level 2 ("L2") charging infrastructure for use by electric vehicle ("EV") fleets or located at workplaces and purposed for employee or visitor charging. Charging infrastructure deployed pursuant to Schedule CEPP will be installed, owned, and operated by The Empire District Electric Company ("Company"), with the associated costs recovered from Program Participants through a combination of Monthly Participation Fees and requisite up-front connection cost contributions (if required). To encourage EV adoption and facilitate efficient utilization, of EV charging infrastructure, Participants' consumption through the charging stations shall be billed on a Time Of Use rate schedule described below, with the consumption during the Shoulder and Off-Peak periods eligible for reduced cost of electricity relative to the Participant's regular electricity tariffs applicable to the balance of their facilities.

### **AVAILABILITY**

This Schedule CEPP is available to non-residential customers currently receiving permanent, metered electric service under the Company's retail rate schedules, provided such customers meet all the program entry specifications, and operate facilities that offer private workplace parking for employees and/or operate a light, medium, or heavy-duty on-road vehicle fleet in the Company's service area stationed overnight next to the facility. The Company will evaluate customer applications based on multiple factors including but not limited to availability of program participation spots, the applicant's fleet electrification plans, evidence of demand for workplace charging among the customer's employees, and suitability of proposed installation sites to limit access to only authorized individuals and vehicles. Schedule CEPP deployment is capped at 10 L2 chargers per customer site and the total of 50 chargers deployed through the program.

### **DEFINITIONS**

<u>Additional Connection Costs:</u> capital costs of distribution system and/or customer-side works which exceed those on which the Monthly Participation Fee. The Participants are solely responsible for these costs.

Applicant: A customer of the Company that approaches the Company with the intent to participate in

THE EMPTRE DISTRICT ELECTRIC COMPANT WINA LIBERTY					
P.S.C. Mo. No.		Sec.		Original Sheet No.	
For ALL TERR	ITORY				
	COMMERCIA	L ELECTRIFIC	ATION PILOT F	PROGRAM	
SCHEDULE CEPP					

the CEPP program and completes the requisite application documentation.

THE EMPIRE DISTRICT ELECTRIC COMPANY 4/b/c LIBERTY

Company-Approved Charging Device (or Station, as applicable to describe a standalone structure with multiple ports): A "smart" L2 electric vehicle charging device that is new, equipped with a SAE J1772 standard plug, capable of delivering at least 6.2 kilowatts of power to an EV, network-enabled, capable of delivering station utilization data to the Company, and capable of receiving a demand response signal. All Schedule CEPP-facilitated chargers must be ENERGY STAR-certified, listed by a nationally recognized testing laboratory (e.g., UL), and must adhere to open communication standards that support interoperability. In the event that a charging device has been used and removed pursuant to this Program at a site, it may subsequently be reused in the Program following a suitable inspection and/or refurbishment.

<u>Connection Cost Estimate ("CCE")</u>: an estimate issued by the Company to the Applicant upon the initial site visit, outlining in the scope and nature of requisite work to complete the safe installation of charging equipment, the associated cost responsibility, including the Additional Connection Costs. The Applicant must sign the CCE Acknowledgment Form ("CCEAF") prior to executing the Participant Agreement.

<u>Participant</u>: A customer of the Company that meets the eligibility criteria established in Schedule CEPP for participation and who executes a Participant Agreement.

<u>Participant Agreement</u>: The agreement between the Company and the Participant further describing the terms and conditions governing the Participant's participation in the Commercial Electrification Pilot Program.

<u>Remaining Pilot Term:</u> A minimum term over which the Participant agrees to deploy and make use of the charging equipment, commencing on the date of the Participant Agreement's execution and concluding on the date of a five-year anniversary of the CEPP program's start date.

Minority or Women Business Enterprise ("M/WBE"): Any business certified by the Missouri Office of Equal Opportunity as an M/WBE.

Nonprofit Organization: Any organization established as a nonprofit corporation under the Missouri Nonprofit Corporation Act.

### **CEPP APPLICATION PROCESS**

THE EINFIRE DISTRICT ELE	CIRIC COMPANT d/b/a LIBERTT				
P.S.C. Mo. No.	Sec	Original Sheet No.			
For ALL TERRITORY	. <u></u>				
COMMERCIAL ELECTRIFICATION PILOT PROGRAM					
SCHEDULE CEPP					

THE EMPIRE DISTRICT ELECTRIC COMPANY 4/b/c LIBERTY

To enroll into CEPP, Applicants must complete and submit a Program Enrollment Application and be subsequently invited to enter the program. To meet the minimum eligibility requirements for participation, applicants must demonstrate to the Company's satisfaction proof of the following:

- (a) Existing Commercial service account in good standing with the Company;
- (b) Proof of ownership or lease arrangement of the property intended for deployment of the Company-Approved Charging Stations, such as a property title or proof of lease; and
- (c) Confirmation that the scope and nature of modifications to the occupied premises typically required for the operation of a Company-Approved Charging Stations have been communicated and consented to by the property's owner, mortgage holding institution(s) and all insurance provider(s) (as applicable).

The Company reserves the discretion to decline the application, should the applicant's premises not meet the electrical safety requirements, lack the adequate physical features to safely mount the charging equipment and/or prevent outside parties from accessing the Charging Device without the Participant's authorization, or be determined to be otherwise unsuitable.

By signing the Application, the Applicant will acknowledge their understanding that their participation in the program is contingent upon the execution of the Participation Agreement. Upon receiving the completed Program Enrollment Application and verifying that the Applicant meets all the minimum eligibility requirements, the Company or its agents will inspect the site of intended installation on a mutually satisfactory date and time, including, potentially, via a remote inspection based on the photographic and/or video evidence of the site's condition provided by the applicant and the geospatial records available to the Company. Using the information so collected, the Company will evaluate the application and the site and notify the successful applicants (if any) by extending to them an invitation to execute the Participation Agreement, which will also include a completed Connection Cost Estimate ("CCE"). By executing the Participation Agreement and all relevant appendices, the Applicant becomes the Participant and officially enters the CEPP program. Concurrent with the execution of the Participation Agreement, the Participant shall also pay a Program Enrollment Fee in the amount specified below.

The completed CCE will outline in reasonable detail the scope, nature and cost of any expected Additional Connection Costs, which entail any customer-side (behind-the-meter) and/or utility-side (front-of-the-meter distribution system) works required to accommodate the Company-Approved

I HE EIVI	PIRE DISTRICT ELECTRIC	JOINIPAINT U/D/A LIDERTT				
P.S.C. M	lo. No	Sec	Original Sheet No.			
For	ALL TERRITORY					
	COMMERCIAL ELECTRIFICATION PILOT PROGRAM					
SCHEDULE CEPP						

Charging Device installation, the cost of which exceeds the amounts on which the Monthly Participation Fee is calculated. By signing the CCE as a part of the overall Participation Agreement, the Applicant will confirm their understanding of and readiness to arrange for and otherwise accommodate any works on their premises required to install the Company-Approved Charging Device(s), including providing any payments for works outlined in the CCE. Concurrent with execution of the Participation Agreement, the Participant will submit the Program Entry Fee. Notwithstanding the act of providing either the entry fee and executing the Participation Agreement, the Participant shall continue to be responsible for the final additional connection costs corresponding to those estimated in the CCE, which would be billed to the Participant once the works are completed and the final cost has been communicated by the Company.

The applications for entry into the program will be evaluated on a first come-first served basis. Should the level of interest in participating in the CEPP exceed the total number of program spots, the Company will invite otherwise qualifying Applicants it cannot accommodate to join the program waitlist. The Applicants placed on the waitlist will be eligible to have the right of first refusal to participate in the CEPP (should its terms or conditions change), or in functionally similar future initiatives carried out by the Company. The priority of access of waitlist participants will be based on the first come-first served basis.

### The Participation Agreement and Obligations Arising from it

THE EMPIRE DICTRICT ELECTRIC COMPANY 4/6/6 LIBERTY

By executing the Participation Agreement, applicants commit to keeping the charger installed on their premises for a period no shorter than the Remaining Pilot Term and meeting all other terms and conditions of this Tariff Schedule and the Participation Agreement. Should a Participant wish to withdraw from the CEPP program sooner than the conclusion of the Remaining Pilot Period, the Participant will be responsible for the Early Termination Fee. Should a Participant wish to move to a different location within the Company's service territory and continue participating in the CEPP, the Participant will be responsible for the costs of all requisite removal and installation costs. For any charging equipment that may be de-installed due to a Participant's withdrawal from the Program, the Company will perform requisite refurbishment and will either redeploy the equipment to another Participant's premises, or utilize it for the purposes of its own fleet.

In executing the Participation Agreement, the Participant shall grant an easement to the company to install and operate the Company-Approved Charging Stations and the associated infrastructure and access them as needed for maintenance.

THE ENTINE DISTRICT ELECTRIC CONFANT WINA LIBERTT						
P.S.C. M	lo. No	Sec	Original Sheet No.			
For	ALL TERRITORY					
COMMERCIAL ELECTRIFICATION PILOT PROGRAM						
SCHEDULE CEPP						

THE EMPIRE DISTRICT ELECTRIC COMPANY 4/b/c LIBERTY

The Participant shall be responsible for paying the Monthly Participation Fee, and the cost of charging completed over the billing period through the Company-Approved Charging Stations as described below.

Participants shall be responsible for maintaining the civil infrastructure in and around the parking stalls where the charging infrastructure is installed in good working order, including regular clearing of snow, maintaining adequate asphalt surface condition and painted line and signage. Upon enrollment into the Program, the Participant are encouraged to transfer the billing arrangements for all of its facilities to the e-billing service offered by the Company. Customers applying for service under this CEPP program must have and maintain an account that is not more than 60 days delinquent or in default at the time of application. 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 Commercial Electrification Pilot Program for any period of time.

Participants shall also agree to partake in at least three participant surveys over the course of their CEPP participation, including an enrollment companion survey. Participants also consent for their charger consumption data to be analyzed and reported to the Commission and used by Liberty in an aggregated manner with that of other Participants, and without any commercially sensitive information being revealed. Participants may also be asked to participate in other activities to help the Company obtain certain insights regarding the charging equipment, the impact of EV charging on the Company's distribution system or other program administration elements.

By Executing the Participation Agreement, the Company commits to maintaining the charger infrastructure, including the charging, metering, and communication components in good working order, cover the insurance costs for the equipment, provide electricity for use in the charger at the rates specified below, and provide such other services as may be required to support the Participants' participation in the CEPP in accordance with the terms and conditions prescribed in this Tariff Schedule and the Participant Agreement. The Company also commits to run the CEPP through to the conclusion of the Remaining Pilot Term and to facilitate the Participants' options elected at the conclusion of the CEPP as described below. The Company will enter into an agreement with two or more qualified vendors to provide charging equipment used by Participants.

Should a Participant wish to withdraw from the CEPP program at any point before the conclusion of the Remaining Pilot Term, that Participant shall be responsible for the cost of de-installation of the Company-Approved Charging Stations, and the additional Early Termination Fee in the amount equal to 12 months of Monthly Participation Fees as applicable for the number of Company-Approved

THE EMPIRE DISTRICT ELECTRIC COMPANY 0/b/a LIBERTY					
P.S.C.	Mo. No	Sec	Original Sheet No.		
For _	ALL TERRITORY				
COMMERCIAL ELECTRIFICATION PILOT PROGRAM					
SCHEDULE CEPP					

Charging Stations installed. Should the Participant terminate their participation in the CEPP due to bankruptcy or other similar circumstances, the Company shall pursue the recovery of eligible costs in accordance with Missouri Law.

### Participation in Special Demand Management Events

The Company may call up to ten (10) Demand Response ("DR") Events per year, not to exceed 4 hours per event, during which the charging infrastructure will be remotely shut off and inaccessible for charging. The anticipated instances of DR events shall be communicated in advance.

### PARTICIPANTS' OPTIONS UPON THE CEPP PILOT TERM CONCLUSION

### Parties' Rights and Obligations Upon the Conclusion of the CEPP Program

At the conclusion of the Remaining Pilot Term, the Company may elect to transition the CEPP into a successor program and apply for the associated leave to the Commission to establish the requisite tariff(s), or discontinue the CEPP without adopting a dedicated successor program and/or tariff for electric vehicle charger financing or electric vehicle consumption. Should the Company transition the CEPP into a successor program, it would reserve the right to apply to the Commission to modify the program terms, rate structures, or amounts charged upon the conclusion of the Remaining Pilot Period, including establishing special terms (as appropriate) that would apply to the original CEPP Participants.

In either scenario of the CEPP concluding with or without being substituted for a successor program, the Company will give the existing Participants no less than a 30-day notice prior to applying to the Commission for the appropriate leave. Along with the notice specifying the Company's intent, Participants would be offered the following options with respect to the charging equipment installed during the program term, as applicable under the Scenarios contemplated below.

Scenario 1: No CEPP Successor Program and/or Tariff: If the CEPP and the associated tariff are discontinued without being replaced by a successor program and tariff, the Participants will have two options:

i. Option A: buy out the remaining Charger(s) capital costs at remaining net book value and assume ownership. Under this option the customer would be responsible for all charger maintenance activities and the associated costs upon the expiration of the CEPP and would be responsible for procuring replacement equipment; OR

THE EMPIRE DISTRICT ELECTRIC COMPANY 0/0/a LIBERTY						
P.S.C.	. Mo. No	Sec	(	Original Sheet No.		
For	ALL TERRITORY					
COMMERCIAL ELECTRIFICATION PILOT PROGRAM						
SCHEDULE CEPP						

THE EMPIRE DISTRICT ELECTRIC COMPANY 4/L/- LIDERTY

ii. Option B: continue paying charger financing costs under the rates in place prior to the CEPP program's cancellation, by executing an appropriate service extension agreement available exclusively to the legacy CEPP Participants – the Company would continue maintaining and replacing the assets until equipment is fully depreciated.

Under either option under Scenario 1, the Participants would then be charged for their EV charger's electricity consumption under the regular tariff applicable at the time.

Scenario 2: An CEPP Successor Program and/or Tariff are in Place: If the Company replaces CEPP with a successor program and tariff, the existing Participants will have an option of being enrolled into the successor program and may be eligible for special transitional treatment terms (if any) that the Company may contemplate and the Commission may authorize. The Participants will have two Options with respect to their Charging Equipment:

- i. Option A: Enroll in the CEPP successor program and continue financing the Company-Approved Charging Equipment and paying for the charger consumption as per the terms of the associated tariff.
- ii. Option B: Do not continue with the successor program and select from among Scenario 1 Options A or B listed above to determine the ensuing financing arrangements with respect to the financed charger equipment.

### PROGRAM RATES

<u>CEPP Enrollment Fee:</u> Concurrently with executing the Participation Agreement the Participants shall pay a program Enrollment Fee in the amount of \$2,500 (total) plus the applicable taxes. The Enrollment Fee shall be the same, irrespective of how many charging stations are being installed at the Participant's site. The Company shall record the proceeds from Enrollment Fees as downward adjustments to the capital cost of the charger equipment recorded in the Company's System of Accounts. The Enrollment Fee will be waived for qualified Participants that are either M/WBE certified by the Missouri Office of Equal Opportunity or Non-profit Organizations.

<u>CEPP Monthly Fee:</u> This is a fixed monthly charge recovering the cost of the Company-Approved Charging Device and other costs associated with the set-up and facilitation of the Participant's

THE EMPIRE DISTRICT ELECTRIC COMPANY (I/D/A LIBERTY						
P.S.C	. Mo. No	Sec	Original Sheet No.			
For	ALL TERRITORY	-				
	COMMERCIAL ELECTRIFICATION PILOT PROGRAM					
SCHEDULE CEPP						

participation in the CEPP program.

THE EMPIRE DISTRICT ELECTRIC COMPANY 4/L/- LIDERTY

CEPP Monthly Fee: \$199.38 per month per charger installed for every month of participation.

<u>Early Termination Fee:</u> An amount equal to 12 payments of the Monthly Fee for every charging station installed. Such amounts shall be recorded to offset capital expenditures and capitalized expenses incurred under the Company's provision of this program.

<u>Demand Charge</u>: Should the operation of the EV Charging Stations result in demand charges whether recorded on the Participant's main AMI meter or on a separately installed meter for the charging stations, these charges shall be payable as per the tariff schedule applicable to the Participant's facilities.

<u>EV Charging Time-of-Use Rate Riders:</u> 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 600-kWh tier of consumption, plus the FAC and EEC charges for the Participant's facilities.

Additional Connection Cost Fee: a one-time fee payable by the Participant for the costs of any distribution system or customer side capital works and the applicable taxes, the cost of which exceeds the costs included in the calculation of the Monthly Participation Fee per Charger, and as communicated by the Company through the Connection Cost Estimate

## Appendix A4 – Electric School Bus Program Tariff

IHE	WIFIKE DISTRICT ELECTR	IC COMPANT U/D/A LIBERT	COMPANT U/D/A LIDER I T		
P.S.C.	. Mo. No	Sec	O	riginal Sheet No.	
For	ALL TERRITORY				
		ELECTRIC SCHOOL BUS	PILOT PROGRAM		
		SCHEDULE E	SBPP		

### ELECTRIC SCHOOL BUS PILOT PROGRAM Schedule ESBPP

### PROGRAM DESCRIPTION

THE EMPIRE DICTRICT ELECTRIC COMPANY 4/6/6 LIBERTY

The Electric School Bus Pilot Program (Schedule ESBPP) provides charging infrastructure and Time-of-Use electricity consumption price schedules to support the operation of electric school buses at public school districts. Under Schedule ESBPP, The Empire District Electric Company ("Company") will deploy smart, network-enabled Level 2 ("L2") or Direct Current Fast Charger ("DCFC") charging infrastructure to be installed, owned and maintained by the Company. Participating schools and/or districts will be required to adopt Time-of-Use billing arrangements prescribed in this Tariff Schedule for the consumption recorded through the EV charging infrastructure, which will be applied to the appropriate portion of the overall facility's consumption.

### **AVAILABILITY**

This Schedule ESBPP is available to school districts with customer accounts within the service area of the Company, provided that the school district demonstrates the proof of ownership or lease of an electric school bus or buses in the number commensurate to the number of applied-for Company-Approved Charging Stations at the time of applying for the program. Qualifying program participation applications will be reviewed and invitations to participate will be extended to qualifying applicants on a first-come-first served basis, until the Company exceeds the resources allocated to this program.

### **DEFINITIONS**

<u>Additional Connection Costs:</u> capital costs of distribution system and/or customer-side works which exceed those on which the Monthly Participation Fee. The Participants are solely responsible for these costs.

<u>Applicant:</u> An eligible customer of the Company that approaches the Company with the intent to participate in the ESBPP program and completes the requisite application documentation.

<u>Company-Approved Charging Device</u> (or Station, as applicable to describe a standalone structure with multiple ports): A "smart" L2 or DCFC electric vehicle charging device that is new, equipped with a SAE J1772 standard plug, capable of delivering at least 6.2 kilowatts of power to an EV, network-enabled, capable of delivering station utilization data to the Company, and capable of receiving a demand response signal. All Schedule ESBPP-facilitated chargers must be ENERGY

THE EMPIRE DISTRICT ELECTRIC COMPANY (/b/a LIBERT)					
P.S.C. Mo. No	Sec	Original Sheet No.			
For ALL TERRITORY	-				
E	LECTRIC SCHOOL BUS PILOT P	ROGRAM			
	SCHEDULE ESBPP				

THE EMPIRE DISTRICT ELECTRIC COMPANY 4/b/c LIBERTY

STAR-certified, listed by a nationally recognized testing laboratory (e.g., UL), and must adhere to open communication standards that support interoperability. In the event that a charging device has been used and removed pursuant to this Program at a site, it may subsequently be reused in the Program following a suitable inspection and/or refurbishment.

<u>Connection Cost Estimate ("CCE")</u>: an estimate issued by the Company to the Applicant upon the initial site visit, outlining in the scope and nature of requisite work to complete the safe installation of charging equipment, the associated cost responsibility, including the Additional Connection Costs. The Applicant must sign the CCE prior to executing the Participation Agreement.

<u>Participant</u>: A customer of the Company that meets the eligibility criteria established in Schedule ESBPP for participation and who executes a Participation Agreement.

<u>Participation Agreement</u>: The agreement between the Company and the Participant further describing the terms and conditions governing the Participant's participation in the Commercial Electrification Pilot Program ("ESBPP").

Remaining Pilot Term: A minimum term over which the Participant agrees to deploy and make use of the charging equipment, commencing on the date of the Participation Agreement's execution and concluding on the date of a five-year anniversary of the ESBPP program's start date.

### **ESBPP APPLICATION PROCESS**

To enroll into ESBPP, eligible Applicants must complete and submit a Program Enrollment Application and be subsequently invited to enter the program. To meet the minimum eligibility requirements for participation, applicants must demonstrate to the Company's satisfaction a proof of the following:

- (a) Existing Commercial service account in good standing with the Company;
- (b) Proof of ownership or lease arrangement of an electric school bus or buses in the number commensurate to the number of charging stations applied for through ESBPP;
- (c) Confirmation that the scope and nature of modifications to the occupied premises typically required for the operation of a Company-Approved Charging Stations have been communicated and consented to by the Applicant's insurance provider(s).

By signing the Application, the Applicant will acknowledge their understanding that their

THE EINFINE DISTRICT ELECTRIC CONFAINT WIDIA LIBERTT					
P.S.C. Mo. No	Sec	Original Sheet No.			
For ALL TERRITORY					
EL	ECTRIC SCHOOL BUS PILOT PR	OGRAM			
SCHEDULE ESBPP					

THE EMPIRE DISTRICT ELECTRIC COMPANY 4/b/c LIBERTY

participation in the program is contingent upon the execution of the Participation Agreement. Upon receiving the completed Program Enrollment Application and verifying that the Applicant meets all the minimum eligibility requirements, the Company or its agents will inspect the site of intended installation on a mutually satisfactory date and time, including, potentially, via a remote inspection based on the photographic and/or video evidence of the site's condition provided by the applicant and the geospatial records available to the Company. Using the information so collected, the Company will evaluate the application and the site and notify the successful applicants (if any) by extending to them an invitation to execute the Participation Agreement, which will also include a completed Connection Cost Estimate ("CCE"). By executing the Participation Agreement and all relevant appendices, the Applicant becomes the Participant and officially enters the ESBPP program. There is no program enrollment fee for the ESBPP program.

The completed CCE will outline in reasonable detail the scope, nature and cost of any expected Additional Connection Costs, which entail any customer-side (behind-the-meter) and/or utility-side (front-of-the-meter distribution system) works required to accommodate the Company-Approved Charging Device installation, the cost of which exceeds the amounts included in the reference connection scope prepared for the purposes of this Program. By signing the CCE as a part of the overall Participation Agreement, the Applicant will confirm their understanding of and readiness to arrange for and otherwise accommodate any works on their premises required to install the Company-Approved Charging Device(s), including providing any payments for works outlined in the CCE. The final additional connection costs will be billed to the Participant once the works are completed and the final cost has been communicated by the Company.

Qualifying applications for entry into the program will be evaluated on a first come-first served basis. Should the level of interest in participating in the ESBPP exceed the total number of program spots, the Company will invite otherwise qualifying Applicants it cannot accommodate to join the program waitlist. The Applicants placed on the waitlist will be eligible to have the right of first refusal to participate in the ESBPP (should its terms or conditions change), or in functionally similar future initiatives carried out by the Company. The priority of access of waitlist participants will be based on the first come-first served basis.

### The Participation Agreement and Obligations Arising from it

By executing the Participation Agreement, applicants commit to keeping the charger installed on their premises for a period no shorter than the Remaining Pilot Term and meeting all other terms and conditions of this Tariff Schedule and the Participation Agreement. Should a Participant wish to

THE EN	THE EMPIRE DISTRICT ELECTRIC COMPANY d/b/a LIBERTY					
P.S.C. I	Mo. No		Original Sheet No.			
For _	ALL TERRITORY	-				
	E	ELECTRIC SCHOOL BUS PILOT PI	ROGRAM			
	SCHEDULE ESBPP					

withdraw from the ESBPP program sooner than the conclusion of the Remaining Pilot Period, the Participant will be responsible for the cost of charging equipment's de-installation and the Early Termination Fee. For any charging equipment that may be de-installed due to a Participant's withdrawal from the Program, the Company will perform requisite refurbishment and will either redeploy the equipment to another Participant's premises, or use it for the purposes of its own fleet.

In executing the Participation Agreement, the Participant shall grant an easement to the company to install and operate the Company-Approved Charging Stations and the associated infrastructure and access them as needed for maintenance.

Aside from those additional costs outlined in the CCE, Participants will not be responsible for the capital and operating costs associated with procurement, installation, and operation of the EV charging stations throughout the Remaining Pilot Term. Participants shall be responsible for paying the cost of electricity used to charge the electric buses charged at the rates described below.

Participants shall be responsible for maintaining the civil infrastructure in and around the parking stalls where the charging infrastructure is installed in good working order, including regular clearing of snow, maintaining adequate asphalt surface condition and painted line and signage. Upon enrollment into the Program, the Participant are encouraged to transfer the billing arrangements for its facilities to the e-billing service offered by the Company. Customers applying for service under this ESBPP program must have and maintain an account that is not more than 60 days delinquent or in default at the time of application. 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 Commercial Electrification Pilot Program for any period of time.

Participants shall also agree to partake in at least three participant surveys over the course of their ESBPP participation, including an enrollment companion survey. Participants also consent for their charger consumption data to be analyzed and reported to the Commission and used by Liberty in an aggregated manner with that of other Participants, and without any commercially sensitive information being revealed. Participants may also be asked to participate in other activities to help the Company obtain certain insights regarding the charging equipment, the impact of EV charging on the Company's distribution system or other program administration elements.

By Executing the Participation Agreement, the Company commits to maintaining the charger infrastructure, including the charging, metering, and communication components in good working order, cover the insurance costs for the equipment, provide electricity for use in the charger at the

THE EMPIRE DISTRICT ELECTRIC COMPANY 0/0/a LIBERTY					
P.S.C. Mo. No	Sec	Original Sheet No.			
For ALL TERRITORY					
EL	ECTRIC SCHOOL BUS PILOT PRO	GRAM			
SCHEDULE ESBPP					

rates specified below, and provide such other services as may be required to support the Participants' participation in the ESBPP in accordance with the terms and conditions prescribed in this Tariff Schedule and the Participation Agreement. The Company also commits to run the ESBPP through to the conclusion of the Remaining Pilot Term and to facilitate the Participants' options elected at the conclusion of the ESBPP as described below. The Company will enter into an agreement with two or more qualified vendors to provide charging equipment used by Participants.

Should a Participant wish to withdraw from the ESBPP program at any point before the conclusion of the Remaining Pilot Term, that Participant shall be responsible for the cost of de-installation of the Company-Approved Charging Stations, and the additional Early Termination Fee in the amount of \$1,000, irrespective of the number of chargers installed.

### Participation in Special Demand Management Events

The Company may call up to ten (10) Demand Response ("DR") Events per year, not to exceed 4 hours per event, during which the charging infrastructure will be remotely shut off and inaccessible for charging. The anticipated instances of DR events shall be communicated in advance.

### PARTICIPANTS' OPTIONS UPON THE ESBPP PILOT TERM CONCLUSION

### Parties' Rights and Obligations Upon the Conclusion of the ESBPP Program

At the conclusion of the Remaining Pilot Term, the Company may elect to transition the ESBPP into a successor program and apply for the associated leave to the Commission to establish the requisite tariff(s), or discontinue the ESBPP without adopting a dedicated successor program and/or tariff for electric vehicle charger financing or electric vehicle consumption. Should the Company transition the ESBPP into a successor program, it would reserve the right to apply to the Commission to modify the program terms, rate structures, or amounts charged upon the conclusion of the Remaining Pilot Period, including establishing special terms (as appropriate) that would apply to the original ESBPP Participants.

In either scenario of the ESBPP concluding with or without being substituted for a successor program, the Company will give the existing Participants no less than a 30-day notice prior to applying to the Commission for the appropriate leave. Along with the notice specifying the Company's intent, Participants would be offered the following options with respect to the charging equipment installed during the program term, as applicable under the Scenarios contemplated below.

THE EMPIRE DISTRICT ELECTRIC	ONIFANT U/D/A LIDENTT					
P.S.C. Mo. No	Sec	Original Sheet No.				
For ALL TERRITORY						
EL	ECTRIC SCHOOL BUS PILOT PRO	OGRAM				
	SCHEDULE ESBPP					

THE EMPIRE DISTRICT ELECTRIC COMPANY d/b/c LIBERTY

Scenario 1: No ESBPP Successor Program and/or Tariff: If the ESBPP and the associated tariff are discontinued without being replaced by a successor program and tariff, the Participants will have two options:

- i. Option A: buy out the remaining Charger(s) capital costs at remaining net book value in a single lump sum payment. Under this option the customer would be responsible for all charger maintenance activities and the associated costs upon the expiration of the ESBPP and would be responsible for procuring replacement equipment; OR
- ii. Option B: establish a payment schedule to repay the remaining charger infrastructure net book value and ongoing operating costs, by executing an appropriate service extension agreement available exclusively to the legacy ESBPP Participants the Company would continue maintaining and replacing the assets until equipment is fully depreciated.

Under either option under Scenario 1, the Participants would then be charged for their EV charger's electricity consumption under the regular tariff applicable at the time.

Scenario 2: An ESBPP Successor Program and/or Tariff are in Place: If the Company replaces ESBPP with a successor program and tariff, the existing Participants will have an option of being enrolled into the successor program and may be eligible for special transitional treatment terms (if any) that the Company may contemplate and the Commission may authorize. The Participants will have two Options with respect to their Charging Equipment:

- i. Option A: Enroll in the ESBPP successor program and continue financing the Company-Approved Charging Equipment and as per the terms of the associated tariff.
- ii. Option B: Do not continue with the successor program and select from among Scenario 1 Options A or B listed above to determine the ensuing financing arrangements with respect to the financed charger equipment.

### PROGRAM RATES

<u>Early Termination Fee:</u> An amount equal to \$1,000 plus the cost of decommissioning of equipment. Such amounts shall be recorded to offset capital expenditures and capitalized expenses incurred under

IHEE	WIFINE DISTRICT ELECTRIC	COMPANT U/b/a LIBERTT		
P.S.C.	. Mo. No	Sec	Original Sheet No.	
For	ALL TERRITORY	-		
	E	LECTRIC SCHOOL BUS PILOT PR	ROGRAM	
		SCHEDULE ESBPP		

the Company's provision of this program.

THE EMPIRE DISTRICT ELECTRIC COMPANY d/b/c LIBERTY

<u>Demand Charge</u>: Should the operation of the EV Charging Stations result in demand charges whether recorded on the Participant's main AMI meter or on a separately installed meter for the charging stations, these charges shall be payable as per the tariff schedule applicable to the Participant's facilities.

<u>EV Charging Time-of-Use Rate Riders:</u> 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 600-kWh tier of consumption, plus the FAC and EEC charges for the Participant's facilities.

Additional Connection Cost Fee: a one-time fee payable by the Participant for the costs of any distribution system or customer side capital works and the applicable taxes, the cost of which exceeds the costs included in the calculation of the Monthly Participation Fee per Charger, and as communicated by the Company through the Connection Cost Estimate

# Appendix A5 – Non-Road Electrification Program Tariff

THE EMPIRE DISTRICT ELECTRIC COMPANY 0/D/a LIBERTY						
P.S.C. Mo. No.		Sec	Original Sheet No.			
For ALL TER	RITORY					
NON-ROAD ELECTRIFICATION PILOT PROGRAM						
	SCHEDULE NREPP					

## NON-ROAD ELECTRIFICATION PILOT PROGRAM Schedule NREPP

### PROGRAM DESCRIPTION

The Non-Road Electrification Pilot Program provides incentives to encourage adoption of qualifying electric technologies that would otherwise be powered by gasoline or diesel, including electric forklifts of qualifying tonnage, electric-standby truck refrigeration units ("TRUs") and truck stop electrification equipment to power driver cabin appliances.

### **AVAILABILITY AND PROGRAM RULES**

This Schedule NREPP is available to non-residential customers currently receiving permanent, metered electric service under the Empire District Electric Company's ("Company") retail rate schedules, with the application of the following eligibility requirements for incentives in support of purchase and/or lease and commissioning of eligible electrically charged non-road equipment and/or charging infrastructure:

- The **Forklift Equipment** rebate is available to commercial and industrial customers, including customers in the manufacturing, wholesale and retail trade, and warehousing sectors who own and/or lease and operate eligible forklift equipment that meets the following criteria:
  - Eligible forklift equipment shall be defined as vehicles 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.
  - o 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.
- The Electric-Standby Truck Refrigeration Unit (TRU) Equipment rebate is available to commercial and industrial customers, including customers in the trucking, manufacturing, wholesale and retail trade, and warehousing sectors who install an electrical port powered by the electric grid for the purpose of powering a tractor trailer or box truck refrigeration system until and/or while perishable items are unloaded/loaded.

THE EMPIRE DISTRICT ELECTRIC COMPANY U/D/A LIDERTY					
P.S.C	. Mo. No	Sec		Original Sheet No.	
For	ALL TERRITORY				
		NON-ROAD ELECTRIFICAT	TION PILOT PRO	GRAM	
	SCHEDULE NREPP				

THE EMPIRE DISTRICT ELECTRIC COMPANY d/b/o LIBERTY

• The Truck Stop Electrification Equipment rebate is available to commercial trucking customers both at public truck stops and travel centers, as well as in warehouses and shipping depots who purchase and install single- or dual-system electrification equipment for the purpose of providing truck drivers' rest-period needs.

The incentives shall be available to applicants who satisfy all requirements prescribed in this tariff schedule and will be allocated on a first come – first served basis until the Company's incentive budget has been expended in full. There are no pre-determined minimal amounts that must be allocated across the three categories of equipment eligible for incentives.

### **DEFINITIONS**

<u>Participant</u>: A customer of the Company that meets the eligibility criteria established in Schedule NREPP for participation in the Non-Road Electrification Pilot Program and who executes a Participant Agreement.

<u>Participation Agreement</u>: An agreement between the Company and the Participant further describing the terms and conditions governing the Participant's participation in the Non-Road Electrification Pilot Program.

<u>Minority or Women Business Enterprise</u> ("M/WBE"): Any business certified by the Missouri Office of Equal Opportunity as an M/WBE.

### MAXIMUM INCENTIVE AMOUNTS AND ELIGIBILITY REQUIREMENTS

Schedule NREPP incentives will be provided by the Company via customer rebates. Eligible customers will be required to provide documentation of the required equipment specifications and evidence of payment.

Maximum rebate amounts are as follows:

- **Forklift Equipment** up to \$2,500 (owned forklifts) or \$1,250 (leased forklifts).
- Electric-Standby TRU Equipment up to \$1,600 per TRU port
- Truck Stop Electrification Equipment up to \$2,300 per connection or pedestal

IHEE	THE EMPIRE DISTRICT ELECTRIC COMPANY 0/0/a LIBERTY					
P.S.C.	Mo. No		Original Sheet No.			
For	ALL TERRITORY	-				
	NON	I-ROAD ELECTRIFICATION PILOT	PROGRAM			
	SCHEDULE NREPP					

Customers may receive only one incentive per Measure. Should the interest in the program exceed the available incentives at any time, first preference for participation shall be given to customers who agree to incorporate suitable technology that allows for remote monitoring of equipment usage. Additional criteria upon which the Company will prioritize the distribution of incentives shall include:

- The Applicant's willingness to transition their facilities to the Time of Use rate schedules;
- Location in economically challenged areas in the Company's service territory;
- Lower (relative to other participants applying at the same time) estimated distribution system reinforcement expenditures required to accommodate the installation of chargers.

### **WAITING LIST**

If a customer wishes to enroll after the Company has exhausted program funding, the customer may elect to be placed on a waiting list. The Company will maintain records related to the waiting list until the conclusion of the Program's term.

### PROGRAM PROVISIONS AND SPECIAL TERMS

- 1. Customers applying for the Non-Road Electrification Pilot Program must have and maintain an account that is not more than 60 days delinquent or in default at the time of application.
- 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 Non-Road Electrification Pilot Program for any period of time.

# Appendix B – Targeted EV Program Insights

### **Empire Transportation Electrification Pilot**

Measures and Insights Targeted by the Proposed Pilot

Note: the below list of potential measures and pilot insights is presented for discussion purposes with the parties to the ongoing Technical Conference series. The scope, nature, and volume of contemplated measures ultimately implemented will depend on the program uptake levels, materialization of contemplated technical circumstances and the company's ability to procure competitively priced services relative to the approved administration funding levels.

Issue Areas of Interest	Specific Insights sought	To be Obtained From:
System demand impact of EV Charging.	<ul> <li>(a) Annual, Monthly, and Daily energy consumption and system demand contribution and coincidence analysis segmented by: <ul> <li>Customer Class / Program Participant</li> <li>Vehicle Class / Type</li> <li>Customer Geography</li> <li>Type of Host Business</li> <li>Weather and seasonality</li> </ul> </li> <li>(b) Changes in charging patterns over program lifecycle based on changes in: <ul> <li>Customer Household Income</li> <li>State GDP</li> <li>Changes in number of public and home charging stations in service area / adjacent communities</li> <li>Growth in Statewide EV charging networks.</li> </ul> </li> <li>(c) Coincidence of charging demand with timing and volume of output of renewable energy sources (RES)</li> <li>Estimate incremental RES output consumed by EV chargers.</li> </ul>	<ol> <li>Charger usage data.</li> <li>ISO Data.</li> <li>Participant enrollment surveys.</li> <li>Weather station data.</li> <li>Charger usage data.</li> <li>ISO Data.</li> <li>Ongoing participant surveys.</li> <li>Public economic data.</li> <li>EV industry / neighboring utility data.</li> <li>Charger usage data.</li> <li>ISO Data.</li> <li>Renewable generation output data.</li> <li>WattTime application data.</li> </ol>
	(d) Independent statistical variables best suited for EV-specific load forecasting at various time intervals.	<ol> <li>Statistical modelling using a variety of economic, weather and sociodemographic inputs derived from public databases.</li> <li>Charger usage data.</li> </ol>
	(e) LMP / congestion pricing during the peak times of EV charging.	1. Charger usage data.

Issue Areas of Interest	Specific Insights sought	To be Obtained From:
		2. ISO Data.
	<ul> <li>(a) Conduct Simulated V2G and Demand Response events.</li> <li>Identify 30 most optimal time periods over the pilot duration where V2G dispatch would be most beneficial.</li> <li>Record / estimate using available data the number of plugged in vehicles and average battery charge available for sale to grid.</li> <li>Evaluate the optimal price point options for V2G electricity sales.</li> </ul>	<ol> <li>Charger usage data.</li> <li>ISO data.</li> </ol>
2.Demand Response Economics and Logistics.	(b) Evaluate economics and logistics of adjacent battery storage installations to manage the cost/impact of charging during peak demand times.	<ol> <li>Charger usage data.</li> <li>ISO data.</li> <li>Evaluation of data and operating experiences from integrated charger + storage battery installations planned for selective deployment for the utility's own fleet (outside of the program).</li> <li>Battery storage industry reference materials.</li> <li>EV industry research.</li> </ol>
3. Future Rate Design Enhancements.	<ul> <li>(a) Evaluate potential enhancements to TOU Rate design:         <ul> <li>Explore price elasticity of demand</li> </ul> </li> <li>Track duration of charging at public stations across TOU time periods.</li> <li>(b) Explore potential terms and logistics for critical peak pricing program design, event communication and charging mechanisms.</li> </ul>	<ol> <li>Consumption data from public chargers.</li> <li>Participant willingness to pay surveys.</li> <li>Public data on EV ownership in the area.</li> <li>Consumption data from public, fleet and residential chargers.</li> <li>Participant willingness to pay surveys.</li> <li>LMP pricing data</li> </ol>
Limancements.	<ul> <li>(c) Use consumption data to explore rate / program design models that would recover future charging equipment costs from residents and public hosts:</li> <li>Determine up-front deposit vs. fixed/variable rate portions to recover charger costs in the same manner as done with conventional connection assets.</li> </ul>	<ol> <li>Home charger data analysis and segmentation by usage.</li> <li>Participant surveys.</li> <li>Estimation of distance driven based on charging patterns.</li> <li>Analysis of minimum bill "kWh included" utilization.</li> </ol>

Issue Areas of Interest	Specific Insights sought	To be Obtained From:
4. Engineering and Asset Management Insights.	<ul> <li>Explore economics of various sizes and costs of "kWh Packages" offering monthly allowance similar to cellphone data plan bundles for residential and commercial customers.</li> <li>Determine the optimal TOU program design based on the charging patterns across the programs.</li> <li>(a) Evaluate impacts of EV charging on the following power system / individual circuit operation dimensions:         <ul> <li>Load balancing (depending on EV control circuit)</li> <li>System Losses</li> <li>Power Quality disturbances</li> <li>Upstream equipment overloading and impact of upstream reliability issues on charger performance.</li> </ul> </li> <li>(b) Conduct limited scope empirical examination of the impact of EV charging on health degradation of upstream grid assets (depending on cost considerations and feasibility of obtaining requisite outages):         <ul> <li>Dielectric Frequency Response (DFR) and/or Dissolved Gas Analysis (DGA) periodic testing conducted on select pole- and pad-mounted transformer units.</li> <li>Online oil temperature / current harmonics impact for select transformer units.</li> <li>Harmonics impact on underground cable and cable</li> </ul> </li> </ul>	<ol> <li>AMI &amp; charger meter data.</li> <li>Targeted deployment of online sensory equipment.</li> <li>Outage investigation reports.</li> <li>Periodical empirical testing on select equipment (especially DCFC installations).</li> <li>Online monitoring equipment deployment (temperature and current sensors) on select units.</li> </ol>
	terminations asset health.  (c) Track actual grid upgrade and related costs and scopes of work, broken down by:  • Site visit and engineering study time / costs  • Utility side upgrade costs and equipment needs:  ○ Equipment capacity upgrades  ○ Feeder protection scheme upgrades  ○ Feeder extensions / relocations  ○ Undergrounding of overhead segments  ○ Civil infrastructure costs	<ol> <li>Utility work study outputs</li> <li>Utility / contractor work orders / as-builts.</li> <li>Customer rebate receipt information.</li> <li>Customer surveys.</li> </ol>

Issue Areas of Interest	Specific Insights sought	To be Obtained From:	
	<ul> <li>Adjacent asset renewal undertaken to maximize the benefit of outages / site work.</li> <li>Customer side upgrade costs         <ul> <li>Electrical circuitry / protection</li> <li>Civil infrastructure costs</li> </ul> </li> <li>Tracking most common customer-side issues leading to refusal to install service or customer refusal to pay for requisite improvements:         <ul> <li>Wiring issues</li> <li>Site configuration issues</li> <li>Insulation and structural issues</li> <li>Safety feature adequacy issues</li> <li>Building code violations identified.</li> </ul> </li> <li>Number and types of charging equipment defects requiring premature unit replacement and/or reactive site visits to inspect reported issues.</li> <li>(d) Using outputs from items 4 (a)-(c) develop an "EV Connection</li> </ul>	<ol> <li>Data insights from sources mentioned in \$</li> </ol>	
	Impact Assessment (CIA)" model for use in evaluation and costing of future installations.  (e) Track crew and contractor performance:  • Timeliness of execution  • Contractor and public safety  • Estimate vs. as-built cost performance  • Customer Satisfaction.	<ol> <li>(a) - (c).</li> <li>Econometric modelling.</li> <li>Contractor invoices.</li> <li>Crew work orders.</li> <li>Participant surveys.</li> <li>Numbers, types and costs incurred in contractor and customer dispute resolution.</li> <li>Financial analysis and econometric modelling.</li> </ol>	
5. Environmental Benefits.	(a) Track and report estimates of avoided GHG emissions (b) Track changes in charging behavior after receiving utility-supplied information on environmental benefits realized.	<ol> <li>Internal tracking and modelling</li> <li>Charger consumption data.</li> </ol>	
6. Customer Journey Insights.	<ul> <li>(a) Collect data to understand the decision process leading to EV purchases and L2+ charger installation for residential customers:         <ul> <li>Participant demographic data</li> <li>Daily / monthly distance driven</li> </ul> </li> </ul>	<ol> <li>Participant enrollment surveys</li> <li>Ongoing participant surveys</li> <li>Feedback on / usage of online education materials made available to customers.</li> </ol>	

Issue Areas of Interest	Specific Insights sought	To be Obtained From:
	<ul> <li>Household income</li> <li>Extent of reliance on Total Cost of Ownership (TCO) analysis and break-even timeline expectations</li> <li>Major perceived barriers to purchase</li> <li>Impact of environmental views.</li> <li>(b) Collect data to understand the decision process leading to EV purchases and L2+ charger installation for commercial fleet and nonroad program participants:         <ul> <li>Types of businesses</li> <li>Fleet size and daily / monthly distance driven</li> <li>Annual revenues</li> <li>Break-even timeline expectations</li> <li>Major perceived barriers to purchase</li> <li>Impact of rebates</li> <li>Impact of corporate / owner ESG commitments or personal views.</li> </ul> </li> </ul>	<ol> <li>Insights from Fleet Advisory engagements.</li> <li>Insights from pre-enrollment and ongoing support discussions with the non-road program participants.</li> <li>Ongoing participant surveys.</li> <li>Measurement of changes to consumption patterns following educational campaigns / individual sessions.</li> </ol>
	<ul> <li>4. Evaluate impact of Marketing Efforts:</li> <li>Bill Inserts</li> <li>Online advertising campaigns</li> <li>Advertising on company equipment</li> <li>Public education sessions / awareness campaigns</li> <li>Word-of-Mouth / Peer / Family Member Example</li> </ul>	<ol> <li>Participant enrollment surveys.</li> <li>Ongoing participant surveys.</li> <li>Usage of company's online education resources and responses to associated transactional surveys.</li> </ol>
	<ul> <li>5. Collect Low Income Participant Insights</li> <li>• Impact of a reduced rate on purchase decision</li> <li>• Vehicle data</li> <li>• Usage behaviors</li> </ul>	<ol> <li>Participant enrollment surveys.</li> <li>Charger usage data.</li> </ol>
7. Public Safety Monitoring	<ul> <li>(a) Monitoring compliance with electrical safety rules at the time of installation and during periodic site inspections.</li> <li>(b) Providing EV operation and charging safety education content to participants and public charging customers.</li> <li>(c) Tracking EV-related public safety incidents.</li> </ul>	<ol> <li>Installation and regular inspection and maintenance reports, reactive work orders.</li> <li>Police / Fire / Ambulance trouble calls data.</li> </ol>

Issue Areas of Interest	Specific Insights sought	To be Obtained From:	
	(d) Exploring any step-and-touch potential considerations for DCFC installations depending on site conditions.		
8. Supply Chain Economics	<ul> <li>(a) Insights on optimal volumes, timing and contractual terms of purchases to:</li> <li>Minimize equipment unit costs</li> <li>Minimize working capital costs</li> <li>Minimize installation wait times</li> </ul>	<ol> <li>Supply chain analysis data         <ul> <li>a. Inventory Turns</li> <li>b. Competitive bidding results (if any)</li> <li>c. Book value of defective equipment derecognized / prematurely retired</li> <li>d. Information tracking of vendor disputes and associated costs.</li> <li>e. Vendor commercial agreement terms and insights on their impact at program end.</li> </ul> </li> </ol>	
9. Customer Care and Billing Insights	<ul> <li>(a) Track volumes, nature and incremental costs of EV-related Customer Contact Center Calls by:         <ul> <li>Program participation type</li> <li>Duration in the program at the time of call.</li> </ul> </li> <li>(b) Collect data on manual bill processing time and nature of billing disputes arising in order to:         <ul> <li>Drive input into future CIS &amp; Billing System functionality upgrades and processing flows.</li> <li>Improve future bill design / presentment.</li> <li>Developing IVR scripts for EV-specific issues.</li> </ul> </li> </ul>	<ol> <li>Customer Service Rep (CSR) call data logging records.</li> <li>Customer account data.</li> <li>Manual bill processing time tracking.</li> <li>Feedback from billing agents.</li> <li>Discussions in the process of Customer First CIS deployment design (subject to PSC approval of underlying investments).</li> </ol>	
10. Metering Accuracy and Data Flow Integrity	<ul> <li>(a) Evaluate the accuracy of metering devices embedded in the charger equipment.</li> <li>(b) Track the issues with Wi-Fi connectivity along with associated costs of verification.</li> </ul>	1. Using random sampling techniques, deploy a small number of dedicated AMI meters connected directly upstream of the EV charger and compare the readings of the EV charger and the dedicated AMI meter to verify charger consumption accuracy.  2. Monitor the accuracy over the pilot term.  3. Where any material and persistent deviations are recorded, investigate and use results to adjust the bills of other customers if needed.	

	Issue Areas of Interest	Specific Insights sought	To be Obtained From:
Ī			4. Track incremental costs of charger data
			collection from non-responsive wi-fi systems.

# Appendix C – TE Program Q&As

### Proposed Q&As for The Dedicated Program Website

### **GENERAL TE PROGRAM QUESTIONS**

### 1. What is the Transportation Electrification Pilot Program?

• The program is a 5-year pilot approved by the Missouri Public Service Commission that seeks to deploy electric vehicle (EV) charging infrastructure to willing participants across different locations, customer classes and intended modes of use within the company's service territory.

### 2. What is Liberty Piloting through this program?

• Through the pilot, Liberty is exploring various ways through which it can help its customers charge their EVs quickly and efficiently on a larger scale in the future, including incentives, alternative rate schedules, financing arrangements, and support services. By monitoring program uptake, implementation costs and outcomes, Liberty also seeks to learn more about the impact that EVs will have on its distribution system as the technology becomes more prevalent.

### 3. Who can participate in the pilot?

- There are five streams within the pilot program, including those intended for:
  - o residential customers seeking to charge their own EVs at home;
  - o commercial and non-profit organizations interested in hosting public charging stations;
  - o commercial customers operating vehicle fleets or supporting employee charging;
  - o school boards seeking to electrify their school bus fleets; and
  - o businesses seeking to electrify non-road equipment like certain types of lift trucks.

Aside form falling into one of the above categories, potential participants will have to meet a series of eligibility criteria described in program rules and agree to the applicable financial terms.

### 4. Who will pay for the pilot?

• In most cases, participants will be directly responsible for covering the costs of participating in the pilot, including the costs of charging equipment and the electricity used to charge the EV. Certain cost categories, like the cost of program administration and a portion of costs for public and school bus charging stations will be recovered from all ratepayers – once the eligible costs undergo the required regulatory scrutiny.

### 5. What is the main idea of the pilot program?

• For program streams related to on-road vehicle charging, participants will get an opportunity to finance the cost of charging equipment directly on their utility bill, paying the regulated rate approved by the Missouri Public Service Commission, and charging their vehicles according to a special set of tariffs, that provide price incentives to charge EVs when it is most beneficial to Liberty's power system – and by extension – all of its customers.

• For the program stream related to non-road transportation equipment, participants will be eligible to receive a rebate for a purchase and installation of qualifying electric charging equipment.

### 6. Is this all about the environment?

• While reducing CO2 emissions in the communities it serves is a big part of Liberty's mission, there are significant economic benefits for all ratepayers from the increased use of electric vehicles. As the amount of electricity consumed by EVs increases, it has the potential of gradually decreasing the electricity rates for all consumers – as the power grid's fixed costs can be spread over a larger number of Kilowatt-hours consumed. In this way, EV adoption stands to benefit all electricity consumers, even those who do not drive electric cars, or do not drive at all.

## 7. Do I need to participate in this pilot if I am thinking of buying an EV for myself or my business?

 No. Customers can charge their EVs in a variety of ways depending on their needs and preferences. In many cases, EVs can be charged through a regular household electric plug. Alternatively, faster Smarts Chargers that feature additional capabilities for either home or business use can be purchased from many vendors.

### 8. Is Liberty selling its own chargers to customers now?

• No. As a part of this program, Liberty will partner with several charging equipment vendors to procure equipment in an economical manner and provide customers options. As a part of this program, Liberty will own the chargers and customers will pay for the charging equipment installed at their sites over time — in a manner similar to how all other distribution system facilities are financed through customer rates. As the equipment owner, Liberty will arrange for regular maintenance of equipment and repairs as needed, along with billing and any other support.

### RESIDENTIAL PROGRAM Q&A

1. Who is eligible to participate in the Residential Charging Program?

• The program is currently open to up to 500 residential customers in Liberty's Missouri service territory who either own or lease a plug-in electric vehicle (EV) and reside in a home (owned or leased) where a charger can be safely installed in a manner where it can only be used by the occupants.

### 2. What am I agreeing to if I sign up?

- Participants must agree to abide by the program rules described in the Participation Agreement, including paying the applicable charges for the cost of the charging equipment, and the consumption recorded through the charger.
- Participants will also commit to participate in the program until its conclusion the fifth anniversary of its launch INSERT DATE.
- Participants must also agree to maintain a reliable Wi-Fi connection in their homes, so that Liberty can remotely read the charger's monthly consumption data.
- Finally, Liberty will ask all participants to participate in several surveys during the course of the program, and to transfer their account over to electronic billing to reduce costs and help use less paper.

### 3. How much does it cost to participate a month?

• There are two cost components for most participants – a fixed monthly fee of about \$20 for the use of the charger equipment, and the cost of electricity consumed to charge the EV. The cost of consumption will depend on how much charging a customer does in a month (related to how much driving they do) but also – when this charging occurs. Liberty estimates that the total cost of participation per month for a driver driving X miles each day will be around \$40.

### 4. Why does it matter when I charge my EV?

- The cost of generating electric power varies depending on the time of day and is usually most expensive in the middle of the day during business days, as more expensive generation sources need to be turned on to meet the demand for electricity. Conversely, electricity generation is usually least expensive during the evening hours and through the night when demand for power is much lower from most businesses and homes.
- The nighttime is also when wind generators produce more output that uses "zero-dollar fuel." Similarly, power line networks undergo more strain during the peak hours. For these reasons, the EV charging rates under the Pilot program will be charged on a "Time of Use" basis and will encourage consumers to charge their EVs overnight when doing so is least expensive. To reinforce this behavior, charging rates will be the highest during peak hours.

### 5. What are the actual hours and rates applicable for the charging equipment?

• There are three charging periods – each with its own charging rate: The Peak Period, The Shoulder Period and the Off-Peak Period. The Peak and Shoulder rates are higher than regular household consumption, while the Off-Peak rate is significantly cheaper:

"Off-Peak" Energy Charge: applicable to charging done between 9 p.m. to 6 a.m. every day of the week. The peak charging rate per kWh consumed for EV charging will be 75% cheaper than a normal kWh consumed in your household – or approximately X cents / kWh. This translates roughly to \$X per mile driven for charging done during the Off-Peak time.

<u>"Shoulder" Energy Charge</u>: applicable to charging done between 6 a.m. to 12 p.m. every day of the week. The peak charging rate per kWh consumed for EV charging will be 25% more expensive than a normal kWh consumed in your household – or approximately X cents / kWh. This translates roughly to \$X per mile driven for charging done during the Shoulder time.

<u>"Peak" Energy Charge</u>: applicable to charging done between 12 p.m. to 9 p.m. every day of the week. The peak charging rate per kWh consumed for EV charging will be 75% more expensive than a normal kWh consumed in your household – or approximately X cents / kWh. This translates roughly to \$X per mile driven for charging done during the Peak time.

### 6. Would these Time of Use rates apply to my normal household consumption as well?

• Not necessarily. While Liberty is now offering Time of Use pilots for residential households as described <a href="here">here</a>, the Residential EV pilot program participants can stay on their regular tariff schedule for their household consumption, that will have its own rates and rules as applicable. Participants will be issued a single bill that will include both their household and EV consumption, along with the applicable charges.

### 7. Can I pay for EV consumption only – without paying the \$20 fixed monthly charge?

• The fixed monthly charge cannot be avoided entirely, but it can be substantially reduced if a customer chooses to pre-pay the cost of charger and installation of \$1,000. In that event, the customer will pay a much smaller monthly fixed charge of about \$9.40 – to cover the operating and maintenance costs of the charging infrastructure and costs like billing.

### 8. Are there any discounts for Low-Income Customers?

• Yes. Up to 5% of the program's total participants are eligible for a reduced monthly fixed charge of \$9.40, provided they can prove their income-qualified status to Liberty as per the program rules, and provided participation spots are still available.

### 9. What if I want to bring and install my own charger?

• At this juncture, the Pilot program is not open to participants with their own charging equipment. As Liberty evaluates the insights from this pilot, it will explore a variety of alternative service models in the future.

### 10. Are there any other costs that I should be aware of?

- Potentially. Depending on the electrical set-up in your home, you may require some upgrades to enable charger installation. Liberty staff will advise whether this is necessary. Eligible home wiring upgrades completed by a certified electrician and supported by an itemized will be eligible for a rebate of up to \$200.
- There may be other, more significant upgrades required either within your home or to the
  distribution lines just outside of your home to ensure safety and reliability. If these works
  are required, you will be responsible for covering their cost prior to entering the program.
  Liberty will present you with an estimate and give you an opportunity to weigh your
  options before proceeding.

### 11. What happens if I need to move?

- If you are moving to another household within Liberty's Missouri service territory you may request that your charging infrastructure be reinstalled at your new residence. You will be responsible for the associated costs of deinstallation and reinstallation. You will not be eligible for the customer-side rebate the second time.
- If you are moving outside of Liberty's Missouri service territory you will be considered as having exited the program before its conclusion and will be required to pay an early termination fee, the amount of which reduces the longer you have been a participant.

### 12. What happens at the end of the pilot program?

- When the five-year pilot term expires Liberty will apply to the Missouri Public Service Commission to create a successor program or terminate the program without a successor. In either scenario, participants of the current program will be notified 6 months ahead of the company's application and will be given 3 choices regarding their charger equipment:
  - o Enter the successor program at the terms offered.
  - o Continue paying down the remaining equipment costs under the previous arrangement until fully paid out.
  - o Buy out the remaining equipment costs in one lump sum payment.

The cost of EV charging and the applicable rules will depend on the option chosen and the tariff schedules in force at the time. Liberty will make all efforts to facilitate a smooth transition for early EV adopters in its service territory after the pilot program ends.

### **READY CHARGE PILOT PROGRAM Q&A**

### What is the Ready Charge Pilot Program and who is qualified to apply?

The Ready Charge Pilot Program supports the deployment of Level 2 (L2) and direct-current fast charging (DCFC) charging stations at publicly accessible commercial customer sites for shared public use to charge an electric vehicle (EV). Any non-residential customer within the Liberty service territory who wish to serve as site hosts can apply.

### What is the application process and eligibility requirements?

Complete and submit a program enrollment application (available on website). Once the application is submitted, a representative will work with you to confirm the following and arrange for a site inspection:

- 1) Demonstrate existing Commercial service account is in good standing with the Company;
- 2) Proof of ownership or lease arrangement of the property intended for installations of charging stations; and
- 3) Confirmation the scope and nature of modifications to the premise have been communicated and consented to by the property's owner, mortgage holding institution(s) and all insurance provider(s) (as applicable).

Once the site inspection, evaluation, and scoring metrics are completed, Liberty will notify successful applicants by extending an invitation to execute the participation agreement that will also include a completed Connection Cost Estimate. Once the Participation Agreement and all relevant documents are executed, applicant becomes officially enrolled in the RCPP program.

### How will the applications be evaluated for selection of site hosts?

Liberty will utilize a Site Evaluation Process which includes the completion of a scoring matrix comprised of weighted criteria that prioritizes the minimization of adverse cost and operational impact on Liberty's distribution system. Other criteria include geographic coverage, anticipated utilization levels, locational equity, participation by Non-profit organizations or Minority or Women Business Enterprise, host site's green initiatives, and charging location targets.

### What is the Participants responsibility if enrolled in the RCPP program?

- 1) Keeping the charger installed on their premises for the remaining Pilot Term;
- 2) Meeting all other terms and conditions of the Tariff Schedule and the Participation Agreement;
- 3) Grant an easement to the company to install and operate the Charging Stations and the associated infrastructure and access them as needed for maintenance:
- 4) Payment of the Monthly Participation Fee and the cost of electricity used through the charging stations;
- 5) Maintaining the parking where the charging stations are installed, including regular clearing

- of snow, maintaining adequate asphalt surface conditions and painted line and signage;
- 6) Participants are encouraged to transfer the billing arrangements for all of its facilities to the e-billing service;
- 7) Maintain an account that is not more than 60 days delinquent or in default at the time of application;
- 8) Participate in at least three participant surveys over the course of their CEPP participation, including an enrollment companion survey;
- 9) Consent for their charger consumption data to be analyzed and reported to the Commission and used by Liberty in an aggregated manner with that of other Participants, and without any commercially sensitive information being revealed;
- 10) Participants may also be asked to participate in other activities to help Liberty obtain certain insights regarding the charging equipment, the impact of EV charging on the distribution system or other program administration elements.

### What is Liberty's responsibility to those enrolled in the RCPP program?

- 1) Maintain the charger infrastructure, including the charging, metering, and communication components in good working order;
- 2) Cover the cost for ongoing maintenance and networking capabilities;
- 3) Cover the insurance costs for the equipment;
- 4) Provide electricity for use in the charger at the specified rates;
- 5) Provide such other services as may be required to support the Participants' participation in the CEPP.

### What are the fees to participate in the RCPP Program?

There are three fees associated with the RCPP Program. The Enrollment Fee, the Monthly Fee, and the Energy Consumption.

RCPP Enrollment Fee: There is a one-time enrollment fee of \$250 (plus the applicable taxes) for L2 Chargers and \$1,000 (plus the applicable taxes) DCFCs. Enrollment fee(s) remains the same, regardless of how many charging stations are being installed.

RCPP Monthly Fee: There is a fixed, monthly charge per charging station throughout participation in the program. Fees are reflective on the tranche the charging stations were deployed, the type, and the size of the charging stations. Please see below table for details.

Charger Type / Deployment Phase	Monthly Participation Fee Per	Monthly Participation Fee Per	
Charger Type / Deployment Fhase	Charger: Deployment Tranche 1	Charger: Deployment Tranches 2 - 4	
L2 Dual-Port Charger	\$0.00	\$48.24	
DCFC Charger 50 kW	\$0.00	\$266.50	
DCFC Charger 150 kW	\$0.00	\$366.20	

RCPP Energy Consumption Fee: A per kWh charge for energy consumed through the Charging Stations to charge the Electric Vehicles is based on the Time-of-Use.

CHARGING RATES:	L2 Charger	DCFC Charger
Time-Based "Peak" Energy Charge: 12 p.m. to 9 p.m	\$ 0.20	\$ 0.25
Time-Based "Shoulder" Energy Charge: 6 a.m. to 12 p.m	\$ 0.18	\$ 0.23
Time-Based "Off-Peak" Energy Charge: 9 p.m. to 6 a.m	\$ 0.16	\$ 0.21

### Who will be responsible for the electricity charges?

The Participant may choose between one of two options:

Option 1: The Participant pays the kWh Energy Charge

Option 2: The EV charging station user pays the kWh Energy Charge

### Who will process the payments collected at the EV Charging Stations?

A third-party provider will collect and process payments received at the EV charging stations.

### What happens when the Pilot Program ends?

At the conclusion of the RCPP program, Liberty may 1) elect to transition the RCPP into a successor program (which may be different than the Pilot Program), or 2) discontinue the RCPP without adopting a dedicated successor program.

In either scenario, Liberty will give the existing Participants no less than a 30-day notice. Along with the notice specifying Liberty's intent, Participants will be offered the following options with respect to the charging equipment installed.

Scenario 1 -No RCPP Successor Program and/or Tariff: If the RCPP and the associated tariff are discontinued without being replaced by a successor program and tariff, the Participants will have two options:

- i. Option A: buy out the remaining Charger(s) capital costs at remaining net book value. Under this option the customer would be responsible for all charger maintenance activities and the associated costs upon the expiration of the RCPP and would be responsible for procuring replacement equipment; OR
- ii. Option B: continue paying charger financing costs under the rates in place prior to the RCPP program's cancellation, by executing an appropriate service extension agreement available exclusively to the legacy RCPP Participants Liberty would continue maintaining and replacing the assets until equipment is fully depreciated.

Under either option under Scenario 1, the Participants would then be charged for their EV charger's electricity consumption under the regular tariff applicable at the time.

Scenario 2: An RCPP Successor Program and/or Tariff are in Place: If Liberty replaces RCPP with a successor program and tariff, the existing Participants will have an option of being enrolled into the successor program and may be eligible for special transitional treatment terms (if any) that Liberty may contemplate and the Commission may authorize. The Participants will have two Options with respect to their Charging Equipment:

- i. Option A: Enroll in the RCPP successor program and continue financing the Company-Approved Charging Equipment and paying for the charger consumption as per the terms of the associated tariff.
- ii. Option B: Do not continue with the successor program and select from among Scenario 1, Options A or B listed above to determine the ensuing financing arrangements with respect to the financed charger equipment.

### **COMMERCIAL ELECTRIFICATION PILOT PROGRAM Q&A**

### What is the Commercial Electrification Pilot Program and who is qualified to apply?

The Commercial Electrification Pilot Program (CEPP) supports the deployment of smart Level 2 (L2) charging infrastructure for use by electric vehicle (EV) fleets or located at workplaces for employee and/or visitor charging. Any non-residential customer within the Liberty service territory can apply.

### What is the application process and eligibility requirements?

Complete and submit a program enrollment application (available on website). Once the application is submitted, a representative will work with you to confirm the following and arrange for a site inspection:

- 1) Demonstrate existing Commercial service account is in good standing with the Company;
- 2) Proof of ownership or lease arrangement of the property intended for installations of charging stations; and
- 3) Confirmation the scope and nature of modifications to the premise have been communicated and consented to by the property's owner, mortgage holding institution(s) and all insurance provider(s) (as applicable).

Once the site inspection and evaluation are completed, Liberty will notify successful applicants by extending an invitation to execute the participation agreement that also includes a completed Connection Cost Estimate. Once the Participation Agreement and all relevant documents are executed, applicant becomes officially enrolled in the CEPP program.

### What is the Participant's responsibility if enrolled in the CEPP program?

- 1) Keeping the charger installed on their premises for the remaining Pilot Term;
- 2) Meeting all other terms and conditions of the Tariff Schedule and the Participation Agreement;
- 3) Grant an easement to the company to install and operate the Charging Stations and the associated infrastructure and access them as needed for maintenance;
- 4) Payment of the Monthly Participation Fee and the cost of electricity used through the charging stations;
- 5) Maintaining the parking where the charging stations are installed, including regular clearing of snow, maintaining adequate asphalt surface conditions and painted line and signage;
- 6) Participants are encouraged to transfer the billing arrangements for all of its facilities to the e-billing service;
- 7) Maintain an account that is not more than 60 days delinquent or in default at the time of application;
- 8) Participate in at least three participant surveys over the course of their CEPP participation, including an enrollment companion survey;

- 9) Consent for their charger consumption data to be analyzed and reported to the Commission and used by Liberty in an aggregated manner with that of other Participants, and without any commercially sensitive information being revealed;
- 10) Participants may also be asked to participate in other activities to help Liberty obtain certain insights regarding the charging equipment, the impact of EV charging on the distribution system or other program administration elements.

### What is Liberty's responsibility to those enrolled in the CEPP program?

- 1) Maintain the charger infrastructure, including the charging, metering, and communication components in good working order;
- 2) Cover the cost for ongoing maintenance and networking capabilities;
- 3) Cover the insurance costs for the equipment;
- 4) Provide electricity for use in the charger at the specified rates;
- 5) Provide such other services as may be required to support the Participants' participation in the CEPP.

### What are the fees to participate in the CEPP Program?

There are three fees associated with the CEPP Program. The Enrollment Fee, the Monthly Fee, and the Energy Consumption.

CEPP Enrollment Fee: There is a one-time enrollment fee of \$2,500 (plus the applicable taxes). Enrollment fee remains the same, regardless of how many charging stations are being installed.

CEPP Monthly Fee: There is a fixed, monthly charge of \$300.68 per charging station throughout participation in the program.

CEPP Energy Consumption: An EV Charging Time-of-Use Rate will be applied to the monthly consumption through the charging stations. The rate per kWh will be determined by the time the energy was consumed in one of three times of use: Peak, Shoulder, or Off-Peak. Below explains in detail the times and rates.

"Peak" Energy Charge: applicable to charger consumption during the period between 12 p.m. to 9 p.m. and calculated as a positive volumetric rate adder equal to 10% of the regular per kWh charge applicable for the first 600-kWh tier of consumption of the bill. The rider will be added on top to the regular consumption charge.

"Shoulder" Energy Charge: applicable to charger consumption during the period between 6 a.m. to 12 p.m. and calculated as a negative volumetric rate adder equal to 10% of the regular per kWh charge applicable for the first 600-kWh tier of consumption of the residential bill. The rider will be added on top to the regular consumption charge.

"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 equal to 75% of the

regular per kWh charge applicable for the first 600-kWh tier of consumption of the residential bill. The rider will be added on top to the regular consumption charge.

### What happens when the Pilot Program ends?

At the conclusion of the CEPP program, Liberty may 1) elect to transition the CEPP into a successor program (which may be different than the Pilot Program), or 2) discontinue the CEPP without adopting a dedicated successor program.

In either scenario, Liberty will give the existing Participants no less than a 30-day notice. Along with the notice specifying Liberty's intent, Participants will be offered the following options with respect to the charging equipment installed.

Scenario 1 -No CEPP Successor Program and/or Tariff: If the CEPP and the associated tariff are discontinued without being replaced by a successor program, the Participants will have two options:

- iii. Option A: buy out the remaining Charger(s) capital costs at remaining net book value. Under this option the customer would be responsible for all charger maintenance activities and the associated costs upon the expiration of the CEPP and would be responsible for procuring replacement equipment; OR
- iv. Option B: continue paying charger financing costs under the rates in place prior to the CEPP program's cancellation, by executing an appropriate service extension agreement available exclusively to the legacy CEPP Participants Liberty would continue maintaining and replacing the assets until equipment is fully depreciated.

Under either option under Scenario 1, the Participants would then be charged for their EV charger's electricity consumption under the regular tariff applicable at the time.

Scenario 2: An CEPP Successor Program and/or Tariff are in Place: If Liberty replaces CEPP with a successor program and tariff, the existing Participants will have an option of being enrolled into the successor program and may be eligible for special transitional treatment terms (if any) that Liberty may contemplate and the Commission may authorize. The Participants will have two Options with respect to their Charging Equipment:

- iii. Option A: Enroll in the CEPP successor program and continue financing the Company-Approved Charging Equipment and paying for the charger consumption as per the terms of the associated tariff.
- iv. Option B: Do not continue with the successor program and select from among Scenario 1, Options A or B listed above to determine the ensuing financing arrangements with respect to the financed charger equipment.

### ELECTRIC SCHOOL BUS PILOT PROGRAM Q&A

### What is the Electric School Bus Pilot Program and who is qualified to apply?

The Electric School Bus Pilot Program (ESBPP) provides Level 2 (L2) or Direct Current Fast Charger (DCFC) charging infrastructure to support the operation of electric school buses at school districts. Any school within the Liberty service territory who demonstrates the proof of ownership or lease of an electric school bus(s) can apply.

### What is the application process and eligibility requirements?

Complete and submit a program enrollment application (available on website). Once the application is submitted, a representative will work with you to confirm the following and arrange for a site inspection:

- 1) Demonstrate existing Commercial service account in good standing with the Company;
- 2) Proof of ownership or lease arrangement of an electric school bus or buses (equal to the number of charging stations applied for in the application);
- 3) Confirmation the scope and nature of modifications to the occupied premises typically required for the operation of the Charging Stations have been communicated and consented to by the Applicant's insurance provider(s).

Once the site inspection and evaluation are completed, Liberty will notify successful applicants by extending an invitation to execute the participation agreement that will also include a completed Connection Cost Estimate. Once the Participation Agreement and all relevant documents are executed, applicant becomes officially enrolled in the ESBPP program.

### What is the Participants responsibility if enrolled in the ESBPP program?

- 1) Keeping the charger installed on their premises for the remaining Pilot Term;
- 2) Meeting all other terms and conditions of the Tariff Schedule and the Participation Agreement;
- 3) Grant an easement to the company to install and operate the Charging Stations and the associated infrastructure and access them as needed for maintenance;
- 4) Maintaining the parking where the charging stations are installed, including regular clearing of snow, maintaining adequate asphalt surface conditions and painted line and signage;
- 5) Participants are encouraged to transfer the billing arrangements for all of its facilities to the e-billing service;
- 6) Maintain an account that is not more than 60 days delinquent or in default at the time of application;
- 7) Participate in at least three participant surveys over the course of their ESBPP participation, including an enrollment companion survey;

- 8) Consent for their charger consumption data to be analyzed and reported to the Commission and used by Liberty in an aggregated manner with that of other Participants, and without any commercially sensitive information being revealed;
- 9) Participants may also be asked to participate in other activities to help Liberty obtain certain insights regarding the charging equipment, the impact of EV charging on the distribution system or other program administration elements.

### What is Liberty's responsibility to those enrolled in the ESBPP program?

- 1) Maintain the charger infrastructure, including the charging, metering, and communication components in good working order;
- 2) Cover the cost for ongoing maintenance and networking capabilities;
- 3) Cover the insurance costs for the equipment;
- 4) Provide electricity for use in the charger at the specified rates;
- 5) Provide such other services as may be required to support the Participants' participation in the ESBPP.

### What are the fees to participate in the ESBPP Program?

Participants in the ESBPP program shall be responsible for paying the cost of electricity used to charge the electric buses charged at the rates described below.

ESBPP Energy Consumption: An EV Charging Time-of-Use Rate will be applied to the monthly consumption through the charging stations. The rate per kWh will be determined by the time the energy was consumed in one of three times of use: Peak, Shoulder, or Off-Peak. Below explains in detail the times and rates.

"Peak" Energy Charge: applicable to charger consumption during the period between 12 p.m. to 9 p.m. and calculated as a positive volumetric rate adder equal to 10% of the regular per kWh charge applicable for the first 600-kWh tier of consumption of the bill. The rider will be added on top to the regular consumption charge.

"Shoulder" Energy Charge: applicable to charger consumption during the period between 6 a.m. to 12 p.m. and calculated as a negative volumetric rate adder equal to 10% of the regular per kWh charge applicable for the first 600-kWh tier of consumption of the residential bill. The rider will be added on top to the regular consumption charge.

"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 equal to 75% of the regular per kWh charge applicable for the first 600-kWh tier of consumption of the residential bill. The rider will be added on top to the regular consumption charge.

### What happens when the Pilot Program ends?

At the conclusion of the ESBPP program, Liberty may 1) elect to transition the ESBPP into a successor program (which may be different than the Pilot Program), or 2) discontinue the ESBPP

without adopting a dedicated successor program.

In either scenario, Liberty will give the existing Participants no less than a 30-day notice. Along with the notice specifying Liberty's intent, Participants will be offered the following options with respect to the charging equipment installed.

Scenario 1 -No ESBPP Successor Program and/or Tariff: If the ESBPP and the associated tariff are discontinued without being replaced by a successor program and tariff, the Participants will have two options:

- v. Option A: buy out the remaining Charger(s) capital costs at remaining net book value. Under this option the customer would be responsible for all charger maintenance activities and the associated costs upon the expiration of the ESBPP and would be responsible for procuring replacement equipment; OR
- vi. Option B: continue paying charger financing costs under the rates in place prior to the ESBPP program's cancellation, by executing an appropriate service extension agreement available exclusively to the legacy ESBPP Participants Liberty would continue maintaining and replacing the assets until equipment is fully depreciated.

Under either option under Scenario 1, the Participants would then be charged for their EV charger's electricity consumption under the regular tariff applicable at the time.

Scenario 2: An ESBPP Successor Program and/or Tariff are in Place: If Liberty replaces ESBPP with a successor program and tariff, the existing Participants will have an option of being enrolled into the successor program and may be eligible for special transitional treatment terms (if any) that Liberty may contemplate and the Commission may authorize. The Participants will have two Options with respect to their Charging Equipment:

- v. Option A: Enroll in the ESBPP successor program and continue financing the Company-Approved Charging Equipment and paying for the charger consumption as per the terms of the associated tariff.
- vi. Option B: Do not continue with the successor program and select from among Scenario 1, Options A or B listed above to determine the ensuing financing arrangements with respect to the financed charger equipment.

### NON-ROAD PROGRAM Q&As

# 1. What is the Non-Road Transportation Electrification Program and to whom does it apply?

 The non-road program provides one-time rebates to qualifying businesses who buy (or lease, where applicable) equipment that would otherwise be charged by gasoline or diesel fuel.

### 2. What are the technologies that qualify for the rebate?

• At this time, rebates are available for electric forklifts of qualifying tonnage, electric standby truck refrigerator units, and truck stop electrification equipment to power cabin appliances.

### 3. How much are the rebates?

- The rebate amounts depend on the technology and are currently available in the following amounts:
  - o Forklift Equipment up to \$2,500 (owned forklifts) or \$1,250 (leased forklifts).
  - o Electric-Standby TRU Equipment up to \$1,600 per TRU port
  - o Truck Stop Electrification Equipment up to \$2,300 per connection or pedestal

### 4. Are there any limits to program funding?

• Yes. The program has an overall funding cap that will not be exceeded once reached, unless and until further funding becomes available. Moreover, each customer can only receive one rebate of each type over the course of the program.

### 5. How does Liberty determine who gets the rebates?

- Applications will be processed on a fir-come-first served basis and funding will be issued to eligible applicants once conditions are met (e.g. application documents are filled out and eligible proof of purchase and installation has been supplied).
- Should the number of applications exceed the available funding, Liberty will prioritize applications from applicants who are willing to incorporate some remote monitoring equipment to provide the company with data on installed equipment's utilization, companies willing to transition their facilities to Time of Use Billing, and applicants located in the economically challenged areas of the company's service territory.

### 6. Is there a wait list if I cannot receive the incentive this time?

• If a customer wishes to enroll after the Company has exhausted program funding, the customer may elect to be placed on a waiting list. The Company will maintain records

DRAFT – For Illustrative Purposes and Subject to Further Additions and Revisions

related to the waiting list until the conclusion of the Program's term.

### 7. Where can I find out more?

• Please contact the TE Program administrator.

DRAFT – For Illustrative Purposes and Subject to Further Additions and Revisions

### Appendix D1 – Residential Tariff Sheet

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

P.S.C. Mo	. No		Sec.		Original Sheet No	
For	ALL TERRITORY					
		RESIDENTIAL S	MART CHA	ARGE PILOT F	PROGRAM	
		SC	HEDULE F	RG-SCPPR		

THE FOLLOWING SCHEDULE IS INCLUDED AS A SPECIMEN ONLY. ALL RATES, INCLUDING GENERAL RATES, CHARGING DEVICE RATES, AND EEIC RATES ARE SUBJECT TO CHANGE IN AMOUNT AND RATE STRUCTURE IN EACH AND EVERY GENERAL RATE PROCEEDING. COMPANY COMMITS TO FILING A TARIFF SHEET IN GENERAL CONFORMANCE WITH THIS SPECIMEN SHEET IN ITS PENDING GENERAL RATE CASE.

### AVAILABILITY:

This Schedule RG-SCPPR is available to residential customers currently receiving permanent, metered electric service at a single-family residence or a multi-family (e.g. duplex) residence that the Company deems suitable for the purposes of limiting access to the charging equipment to the participant's EV(s) only, provided that they have been invited to and executed the program Participation Agreement. Participation in this program will be limited to a total of five hundred (500) Participants and will be available for a term of five years commencing 30 days after the date of this Tariff Schedule first coming into effect. New installations under this program shall not be available during program Year 5.

MONTHLY RATES:	Summer Season	Winter Season
Customer Access Charge	\$16.00	\$16.00
RSCPP Operations Fee	\$11.71	\$11.71
Additional RSCPP Financing Fee (if applicable to Participant)	\$8.20	\$8.20
The first 600-kWh, per kWh	\$0.13564	\$0.13564
Additional kWh, per kWh	\$0.13564	\$0.10922

COMPANY-APPROVED CHARGER USAGE: applicable to the volume of consumption recorded through a Company-Approved Charger over the billing period.

Time-Based "Peak" Energy Charge: 12 p.m. to 9 p.m	\$0.25
Time-Based "Shoulder" Energy Charge: 6 a.m. to 12 p.m	\$0.16
Time-Based "Off-Peak" Energy Charge: 9 p.m. to 6 a.m.	\$ 0.04

The Summer Season will be the first four monthly billing periods billed on and after June 16, and the Winter Season will be the remaining eight monthly billing periods of the calendar year.

### 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.

### ENERGY EFFICIENCY COST RECOVERY:

The above charges will be adjusted to include a charge of \$0.00045 per kWh on all customers who have not declined to participate in Company's energy efficiency programs under P.S.C. Rule 4 CSR 240-20.094(6).

### PAYMENT:

Bills will be due on or before twenty-one (21) days after the date thereof. If not paid on or before the due date, a late payment charge of 0.5% on the unpaid balance will be applied.

### GROSS RECEIPTS, OCCUPATION OR FRANCHISE TAXES:

There will be added to the Customer's bill, as a separate item, an amount equal to the proportionate part of any license, occupation, franchise, gross or other similar fee or tax now or hereafter imposed upon the Company by any municipality or any other governmental authority, whether imposed by ordinance, franchise, or otherwise, in which the fee or tax is based upon a flat sum payment, a percentage of gross receipts, net receipts, or revenues from the sale of electric service rendered by the Company to the Customer. When such tax or fee is imposed on the Company as a flat sum or sums, the proportionate amount applicable to each Customer's bill shall be determined by relating the annual total of such sum(s) to the Company's total annual revenue from the service provided by this tariff within the jurisdiction of the governmental body and the number of customers located within that jurisdiction. The amounts shall be converted to a fixed amount per customer, so that the amount, when accumulated from all customers within the geographic jurisdiction of the governmental body, will equal the amount of the flat sum(s). The fixed amount

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

P.S.	C. Mo. No		Sec.		Original Sheet No.	
For	ALL TERRITORY					
		RESIDEN	ITIAL SMART CHAF	RGE PILOT	PROGRAM	
			SCHEDULE RO	G-SCPPR		

per customer shall be divided by 12 and applied to each monthly bill as a separate line item. The amount shall remain the same until the flat sum may be changed by the governmental body, in which case this process shall be adjusted to the new flat sum. The amount shall be modified prospectively by the Company anytime it appears, on an annual basis, that the Company is either over-collecting or under-collecting the amount of the flat sum(s) by more than five percent (5%) on an annual basis. Bills will be increased in the proportionate amount only in service areas where such tax or fee is applicable.

### CONDITIONS OF SERVICE: GENERAL

- 1. Voltage, phase and frequency of energy supplied will be as approved by the Company.
- 2. Service will be furnished for the sole use of the Customer and will not be resold, redistributed or submetered, directly or indirectly.
- 3. The Company Rules and Regulations, P.S.C. Mo. No. 5, Section 5, are a part of this schedule.

### CONDITIONS OF SERVICE: EV CHARGING PROGRAM AND EQUIPMENT

Participants billed under this SCPPR tariff schedule must continually meet all obligations, terms and conditions provided for in the Program Tariff Document and the executed program Participant Agreement.

### Appendix D2 – Ready Charge Tariff Sheet

THE EMPIRE DISTRICT ELECTRIC COMPANY d/b/a LIBERTY							
P.S.C. Mo	o. No	Sec	Original Sheet No.				
For	ALL TERRITORY						
		READY CHARGE PILOT PROGRAM					
		SCHEDULE RCPP					

THE FOLLOWING SCHEDULE IS INCLUDED AS A SPECIMEN ONLY. ALL RATES, INCLUDING GENERAL RATES, CHARGING DEVICE RATES, AND EEIC RATES ARE SUBJECT TO CHANGE IN AMOUNT AND RATE STRUCTURE IN EACH AND EVERY GENERAL RATE PROCEEDING. COMPANY COMMITS TO FILING A TARIFF SHEET IN GENERAL CONFORMANCE WITH THIS SPECIMEN SHEET IN ITS PENDING GENERAL RATE CASE.

### AVAILABILITY:

This tariff applies to registered Ready Charge Pilot Program (RCPP) participants who take their regular consumption service according to tariff schedules listed below and who provide EV Charging service to end users (EV drivers) in the manner permitted by the program rules contained in a dedicated program tariff documentation.

<u>Service</u>	Rate Schedule
Commercial Service	СВ
Small Heating Service	SH
General Power Service	GP

All end users of the RCPP-facilitated EV charging stations must have an account with the Company's third-party vendor. Information on opening an account shall be available through the Company's website and shall be advertised through the signage installed on site. Use of the RCPP-facilitated EV charging stations does not give rise to status as a "Customer," as defined in the Rules and Regulations, nor does it give rise to the protections of the Commission's rules regarding metering, terminations, payments, or other provisions.

### MONTHLY RATES:

CUSTOMER ACCESS CHARGE (as applicable to customer's facilities)

<u>Service</u>	Monthly Rate
Commercial Service	\$25.00
Small Heating Service	\$25.00
General Power Service	\$80.00

### RCPP MONTHLY PARTICIPATION FEE (Per charger, as applicable)

Charger Type / Deployment Phase	Monthly Participation Fee Per Charger: Deployment Tranches 2-4
L2 Dual-Port Charger	\$40.83
DCFC Charger 50 kW	\$215.25
DCFC Charger 150 kW	\$290.64

The limited number of Deployment Tranche 1 participants are exempt from the Monthly Participation Fee for the duration of the RCPP pilot program, subject to meeting other applicable conditions as laid out in the program tariff documentation and the executed Participation Agreement.

### **DEMAND AND FACILITIES CHARGES**

As applicable per participants' tariffs associated with their regular facilities.

<u>Service</u>	Demand Charge - per kW of Billing Demand (if Applicable)		Faculties Charge – per kW of Facilities Demand (if Applicable)	
=	Summer Season	Winter Season	Summer Season	Winter Season
Commercial Service	-	-	-	-
Small Heating Service	-	-	-	-

Т	THE EMPIRE DISTRICT ELECTRIC COMPANY d/b/a LIBERTY							
P.S.C. Mo. No.			Sec		Original Sheet No	D.		
F	or <u>ALL TERRIT</u>	ORY						
	READY CHARGE PILOT PROGRAM							
	SCHEDULE RCPP							
	General Power Service	\$8.13	\$6.33	\$2.29	\$2.29			

### **ENERGY CHARGES**

Regular Consumption Charges (as applicable to a customer's class and usage)

Service	Consumption Components	Summer Season	Winter Season
	The first 700 kWh, per kWh	\$0.14318	\$0.14318
СВ	Additional kWh, per kWh	\$0.14318	\$0.12815
	The first 700 kWh, per kWh	\$0.14053	\$0.14053
SH	Additional kWh, per kWh	\$0.14053	\$0.10360
	First 150 hours use of Metered Demand, per kWh	\$0.09637	\$0.08274
GP	Next 200 hours use of Metered Demand, per kWh	\$0.07477	\$0.06737
	All additional kWh, per kWh	\$0.06713	\$0.06681

COMPANY-APPROVED CHARGER USAGE: applicable to energy consumed through EV chargers installed at participants' site as a part of the RCPP program. The resulting amounts shall be payable in full by either the Participant (Cost Responsibility Option 1) or the end EV User (Cost Responsibility Option 2), as elected by the Participant.

	L2 Charger	DCFC Charger
Time-Based "Peak" Energy Charge: 12 p.m. to 9 p.m.	\$ 0.18000	\$ 0.23000
Time-Based "Shoulder" Energy Charge: 6 a.m. to 12 p.m	\$ 0.16000	\$ 0.21000
Time-Based "Off-Peak" Energy Charge: 9 p.m. to 6 a.m	\$ 0.14000	\$ 0.19000

The Summer Season will be the first four monthly billing periods billed on and after June 16, and the Winter Season will be the remaining eight monthly billing periods of the calendar year.

CHARGERS OWNED AND OPERATED BY THE COMPANY: Public-Facing charging equipment owned and operated by the Company shall be offered as Cost Responsibility Option 2 no later than 90 days after the first effective date of this tariff sheet.

### 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.

### **ENERGY EFFICIENCY COST RECOVERY:**

The above charges will be adjusted to include a charge of \$0.00045 per kWh on all customers who have not declined to participate in Company's energy efficiency programs under P.S.C. Rule 4 CSR 240-20.094(6).

### PAYMENT:

For the program option where charging costs are recovered from end-use consumers (drivers), charges will be payable at the time of conclusion of each charging sequence. For the program option where the participant (site host) absorbs the charging costs, bills from participants will be due on or before twenty-one (21) days after the date thereof. If not paid on or before the due date, a late payment charge of 0.5% on the unpaid balance will be applied.

### GROSS RECEIPTS, OCCUPATION OR FRANCHISE TAXES:

There will be added to the Customer's bill, as a separate item, an amount equal to the proportionate part of any license, occupation, franchise, gross or other similar fee or tax now or hereafter imposed upon the Company by any municipality or any other governmental authority, whether imposed by ordinance, franchise, or otherwise, in which the fee or tax is based upon a flat sum payment, a percentage of gross receipts, net receipts, or revenues from the sale of electric service rendered by the Company to the Customer. When such tax or fee is imposed on the Company as a flat sum or sums, the proportionate amount applicable to each Customer's bill shall be determined by relating the annual total of

THE EMPIRE DISTRICT ELECTRIC COMPANY d/b/a LIBERTY							
P.S.C. Mo. No.		Original Sheet No.					
For ALL TERRITORY	_						
	READY CHARGE PILOT PROGRAM						
	SCHEDULE RCPP						

such sum(s) to the Company's total annual revenue from the service provided by this tariff within the jurisdiction of the governmental body and the number of customers located within that jurisdiction. The amounts shall be converted to a fixed amount per customer, so that the amount, when accumulated from all customers within the geographic jurisdiction of the governmental body, will equal the amount of the flat sum(s). The fixed amount per customer shall be divided by 12 and applied to each monthly bill as a separate line item. The amount shall remain the same until the flat sum may be changed by the governmental body, in which case this process shall be adjusted to the new flat sum. The amount shall be modified prospectively by the Company anytime it appears, on an annual basis, that the Company is either over-collecting or under-collecting the amount of the flat sum(s) by more than five percent (5%) on an annual basis. Bills will be increased in the proportionate amount only in service areas where such tax or fee is applicable.

### CONDITIONS OF SERVICE:

- 1. Voltage, phase and frequency of energy supplied will be as approved by the Company.
- 2. Service will be furnished for the sole use of the Customer. The charging of end user EVs in the manner contemplated by the RCPP program shall be permitted and shall not be deemed an otherwise prohibited resale, redistribution or submetering activity.
- 3. Bills for service will be rendered monthly.
- 4. The Company Rules and Regulations, P.S.C. Mo. No. 5, Section 5, are a part of this schedule.

### CONDITIONS OF SERVICE: EV CHARGING PROGRAM AND EQUIPMENT

Participants billed under this RCPP tariff schedule must continually meet all obligations, terms and conditions provided for in the Program Tariff Document and the executed program Participant Agreement.

## Appendix D3 – Commercial Electrification Tariff Sheets

		• •		
P.S.C	. Mo. No	Sec	Original Sheet No.	
For	ALL TERRITORY			
	COMN	TERCIAL ELECTRIFICATION PILO	T PROGRAM	
		SCHEDULE CEPP		

THE FOLLOWING SCHEDULE IS INCLUDED AS A SPECIMEN ONLY. ALL RATES, INCLUDING GENERAL RATES, CHARGING DEVICE RATES, AND EEIC RATES ARE SUBJECT TO CHANGE IN AMOUNT AND RATE STRUCTURE IN EACH AND EVERY GENERAL RATE PROCEEDING. COMPANY COMMITS TO FILING A TARIFF SHEET IN GENERAL CONFORMANCE WITH THIS SPECIMEN SHEET IN ITS PENDING GENERAL RATE CASE, WITH RATES ADJUSTED CONSISTENT WITH THE REVENUE REQUIREMENT REQUESTED IN SUCH CASE.

### AVAILABILITY:

This Rider Schedule CEPP is available to the Company's customers who are enrolled in the Company's Commercial Electrification Pilot Program (CEPP) and who receive their regular service under one of the following service schedules:

<u>Service</u>	Rate Schedule
Commercial Service	СВ
Small Heating Service	SH
General Power Service	GP
Large Power Service	LP

THE EMPIRE DISTRICT FLECTRIC COMPANY d/b/a LIBERTY

All end users of the RCPP-facilitated EV charging stations must have an account with the Company's third-party vendor. Information on opening an account shall be available through the Company's website and shall be advertised through the signage installed on site. Use of the RCPP-facilitated EV charging stations does not give rise to status as a "Customer," as defined in the Rules and Regulations, nor does it give rise to the protections of the Commission's rules regarding metering, terminations, payments, or other provisions.

### MONTHLY RATES:

CUSTOMER ACCESS CHARGE (as applicable to customer's facilities)

<u>Service</u>	Monthly Rate
Commercial Service	\$25.00
Small Heating Service	\$25.00
General Power Service	\$80.00
Large Power Service	\$325.00

### CEPP MONTHLY PARTICIPATION FEE

Per L2 charger installed, per month.....\$199.38

### DEMAND AND FACILITIES CHARGES

As applicable per participants' tariffs associated with their regular facilities.

<u>Service</u>	Demand Charge - per kW of Billing Demand (if Applicable)		Faculties Charge – per kW of Facilities Demand (if Applicable	
=	<u>Summer Season</u> <u>Winter Season</u>		Summer Season	Winter Season
Commercial Service	-	1	-	-
Small Heating Service	-	1	1	1
General Power Service	\$8.13	\$6.33	\$2.29	\$2.29
Large Power Service	\$18.56	\$10.24	\$1.88	\$1.88

THE EM	THE EMPIRE DISTRICT ELECTRIC COMPANY d/b/a LIBERTY						
P.S.C. M	o. No.	Sec	Original Sheet No.				
For	ALL TERRITORY						
	COMMERCIA	AL ELECTRIFICATION PILO	OT PROGRAM				
		SCHEDULE CEPP					

### **ENERGY CHARGES**

### REGULAR CONSUMPTION CHARGES as applicable to a customer's class and usage

Service	Consumption Components	Summer Season	Winter Season
0.0	The first 700 kWh, per kWh	\$0.14318	\$0.14318
СВ	Additional kWh, per kWh	\$0.14318	\$0.12815
011	The first 700 kWh, per kWh	\$0.14053	\$0.14053
SH	Additional kWh, per kWh	\$0.14053	\$0.10360
	First 150 hours use of Metered Demand, per kWh	\$0.09637	\$0.08274
GP	Next 200 hours use of Metered Demand, per kWh	\$0.07477	\$0.06737
	All additional kWh, per kWh	\$0.06713	\$0.06681
LP	First 350 hours use of Metered Demand, per kWh	\$0.06543	\$0.05778
	All additional kWh, per kWh	\$0.05293	\$0.04528

### **EV CONSUMPTION RATE RIDERS:**

Applicable to the volume of consumption recorded through a Company-Approved Charger over the billing period and added to the regular volumetric rates calculated at the rate for the first tier of consumption according to the time of consumption.

Period	Peak		Shoulder		Off Peak	
Service	12 p.m 9. p.m.		6 a.m 12. p.m.		9 p.m 6 a.m.	
OCIVICO	Summer	Winter	Summer	Winter	Summer	Winter
СВ	\$0.01432	\$0.01432	\$0.00000	\$0.00000	-\$0.10338	-\$0.10338
SH	\$0.01405	\$0.01405	\$0.00000	\$0.00000	-\$0.10073	-\$0.10073
GP	\$0.00964	\$0.00827	\$0.00000	\$0.00000	-\$0.05657	-\$0.04294
LP	\$0.00654	\$0.00578	\$0.00000	\$0.00000	-\$0.02563	-\$0.01798

The Summer Season will be the first four monthly billing periods billed on and after June 16, and the Winter Season will be the remaining eight monthly billing periods of the calendar year.

### **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. ENERGY EFFICIENCY COST RECOVERY:

The above charges will be adjusted to include a charge of \$0.00045 per kWh on all customers who have not declined to participate in Company's energy efficiency programs under P.S.C. Rule 4 CSR 240-20.094(6). PAYMENT:

Bills will be due on or before twenty-one (21) days after the date thereof. If not paid on or before the due date, a late payment charge of 0.5% on the unpaid balance will be applied.

### GROSS RECEIPTS, OCCUPATION OR FRANCHISE TAXES:

There will be added to the Customer's bill, as a separate item, an amount equal to the proportionate part of any license, occupation, franchise, gross or other similar fee or tax now or hereafter imposed upon the Company by any municipality or any other governmental authority, whether imposed by ordinance, franchise, or otherwise, in which the fee or tax is based upon a flat sum payment, a percentage of gross receipts, net receipts, or revenues from the sale of electric service rendered by the Company to the Customer. When such tax or fee is imposed on the Company as a flat sum or sums, the proportionate amount applicable to each Customer's bill shall be determined by relating the annual total of such sum(s) to the Company's total annual revenue from the service provided by this tariff within the jurisdiction of the governmental body and the number of customers located within that jurisdiction. The amounts shall be converted to a fixed amount per customer, so that the amount,

THE EMPIRE DISTRICT ELECTRIC COMPANY 0/b/a LIBERTY							
P.S.C. Mo. No	Sec	Original Sheet No.					
For ALL TERRITORY	<u> </u>						
	OMMERCIAL ELECTRIFICATION PILOT PRO	GRAM					
SCHEDULE CEPP							

when accumulated from all customers within the geographic jurisdiction of the governmental body, will equal the amount of the flat sum(s). The fixed amount per customer shall be divided by 12 and applied to each monthly bill as a separate line item. The amount shall remain the same until the flat sum may be changed by the governmental body, in which case this process shall be adjusted to the new flat sum. The amount shall be modified prospectively by the Company anytime it appears, on an annual basis, that the Company is either over-collecting or under-collecting the amount of the flat sum(s) by more than five percent (5%) on an annual basis. Bills will be increased in the proportionate amount only in service areas where such tax or fee is applicable.

### CONDITIONS OF SERVICE: GENERAL

- 1. Voltage, phase and frequency of energy supplied will be as approved by the Company.
- 2. Service will be furnished for the sole use of the Customer. The charging of end user EVs in the manner contemplated by the RCPP program shall be permitted and shall not be deemed an otherwise prohibited resale, redistribution or submetering activity.
- 3. Bills for service will be rendered monthly.
- 4. The Company Rules and Regulations, P.S.C. Mo. No. 5, Section 5, are a part of this schedule.

### CONDITIONS OF SERVICE: EV CHARGING PROGRAM AND EQUIPMENT

Participants billed under this CEPP tariff schedule must continually meet all obligations, terms and conditions provided for in the Program Tariff Document and the executed program Participant Agreement.

# Appendix D4 – School Bus Electrification Tariff Sheet

THE EM	THE EMPIRE DISTRICT ELECTRIC COMPANY d/b/a LIBERTY							
P.S.C. N	Ло. No	Sec.	Original Sheet No.					
For	ALL TERRITORY	<u> </u>						
		ELECTRIC SCHOOL BUS PILOT PRO	GRAM					
		SCHEDULE ESBPP						

THE FOLLOWING SCHEDULE IS INCLUDED AS A SPECIMEN ONLY. ALL RATES, INCLUDING GENERAL RATES, CHARGING DEVICE RATES, AND EEIC RATES ARE SUBJECT TO CHANGE IN AMOUNT AND RATE STRUCTURE IN EACH AND EVERY GENERAL RATE PROCEEDING. COMPANY COMMITS TO FILING A TARIFF SHEET IN GENERAL CONFORMANCE WITH THIS SPECIMEN SHEET IN ITS PENDING GENERAL RATE CASE, WITH RATES ADJUSTED CONSISTENT WITH THE REVENUE REQUIREMENT REQUESTED IN SUCH CASE.

### AVAILABILITY:

This Rider Schedule CEPP is available to the Company's Commercial Service (Tariff CB) customers who are enrolled in the Electric School Bus Pilot Program (ESBPP).

### MONTHLY RATES:

CUSTOMER ACCESS CHARGE.....\$25.00 ESBPP MONTHLY PARTICIPATION FEE.....\$0.00

### REGULAR CONSUMPTION CHARGES

	Summer Season	Winter Season
The first 700 kWh, per kWh	\$0.14318	\$0.14318
Additional kWh, per kWh	\$0.14318	\$0.12815

### EV CONSUMPTION RATE RIDERS:

Applicable to the volume of consumption recorded through a Company-Approved Charger over the billing period and added to the regular volumetric rates calculated at the rate for the first tier of consumption according to the time of consumption.

Peak Shoulder 12 p.m 9. p.m. 6 a.m 12. p.m.				Off Peak	
				9 p.m	6 a.m.
Summer	Winter	Summer	Winter	Summer	Winter
\$0.01432	\$0.01432	\$0.00000	\$0.00000	-\$0.085	-\$0.078

The Summer Season will be the first four monthly billing periods billed on and after June 16, and the Winter Season will be the remaining eight monthly billing periods of the calendar year.

### **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. ENERGY EFFICIENCY COST RECOVERY:

The above charges will be adjusted to include a charge of \$0.00045 per kWh on all customers who have not declined to participate in Company's energy efficiency programs under P.S.C. Rule 4 CSR 240-20.094(6). PAYMENT:

Bills will be due on or before twenty-one (21) days after the date thereof. If not paid on or before the due date, a late payment charge of 0.5% on the unpaid balance will be applied.

### GROSS RECEIPTS, OCCUPATION OR FRANCHISE TAXES:

There will be added to the Customer's bill, as a separate item, an amount equal to the proportionate part of any license, occupation, franchise, gross or other similar fee or tax now or hereafter imposed upon the Company by any municipality or any other governmental authority, whether imposed by ordinance, franchise, or otherwise, in which the fee or tax is based upon a flat sum payment, a percentage of gross receipts, net receipts, or revenues from the sale of electric service rendered by the Company to the Customer. When such tax or fee is imposed on the Company as a flat sum or sums, the proportionate amount applicable to each Customer's bill shall be determined by relating the annual total of such sum(s) to the Company's total annual revenue from the service provided by this tariff within the jurisdiction of the governmental body and the number of customers located within that jurisdiction. The amounts shall be converted to a fixed amount per customer, so that the amount, when accumulated from all customers within the geographic jurisdiction of the governmental body, will equal the amount of the flat sum(s). The fixed amount per customer shall be divided by 12 and applied to each monthly bill as a separate line item. The amount shall remain the same until the flat sum may be changed by the governmental body, in which case this process shall be adjusted to the new flat sum. The amount shall be modified prospectively by the Company anytime it appears, on an annual basis, that the Company is either over-collecting or under-collecting

THE EMPIRE DISTRICT ELECTRIC COMPANY d/b/a LIBERTY									
P.S.C. Mo. No		Sec.	Original Sheet No.						
For	ALL TERRITORY	_							
ELECTRIC SCHOOL BUS PILOT PROGRAM									
		SCHEDULE ESBPP							

the amount of the flat sum(s) by more than five percent (5%) on an annual basis. Bills will be increased in the proportionate amount only in service areas where such tax or fee is applicable.

### CONDITIONS OF SERVICE: GENERAL

- 1. Voltage, phase and frequency of energy supplied will be as approved by the Company.
- 2. Service will be furnished for the sole use of the Customer. The charging of end user EVs in the manner contemplated by the RCPP program shall be permitted and shall not be deemed an otherwise prohibited resale, redistribution or submetering activity.
- 3. Bills for service will be rendered monthly.
- 4. The Company Rules and Regulations, P.S.C. Mo. No. 5, Section 5, are a part of this schedule.

### CONDITIONS OF SERVICE: EV CHARGING PROGRAM AND EQUIPMENT

Participants billed under this ESBPP tariff schedule must continually meet all obligations, terms and conditions provided for in the Program Tariff Document and the executed program Participant Agreement.

## Appendix D5 – DR and V2G Rates for On-Road EV Programs

THE EMPIRE DISTRICT ELECTRIC COMPANY d/b/a LIBERTY										
P.S.C	Mo. No.	6	Sec.	1	1st Revised Sheet No. 2					
For	ALL TERRI	TORY								
DEMAND RESPONSE AND VEHICLE TO GRID PILOT RATES										
	SCHEDULE EVDR									

THE FOLLOWING SCHEDULE IS INCLUDED AS A SPECIMEN ONLY. ALL RATES, INCLUDING GENERAL RATES, CHARGING DEVICE RATES, AND EEIC RATES ARE SUBJECT TO CHANGE IN AMOUNT AND RATE STRUCTURE IN EACH AND EVERY GENERAL RATE PROCEEDING. COMPANY COMMITS TO FILING A TARIFF SHEET IN GENERAL CONFORMANCE WITH THIS SPECIMEN SHEET IN ITS NEXT GENERAL RATE CASE, WITH RATES ADJUSTED CONSISTENT WITH THE REVENUE REQUIREMENT REQUESTED IN SUCH CASE.

### **On-Road EV Pilot Program Consumption Management Credits**

### AVAILABILITY:

Schedule EVDR is available to customers participating in the Company's Residential Smart Charge Pilot Program (tariff schedule RG-SCPPR), Commercial Electrification Pilot Program (tariff schedule CEPP) and Electric School Bus Pilot Program (tariff schedule ESBPP).

### ADDITIONAL PROGRAM PARTICIPANT EVENT MANAGEMENT INCENTIVES:

<u>Demand Response Event Rate:</u> bill credit of \$1 per one hour of each DR event, to the maximum of four (4) hours per event and 10 events per year. Subject to compliance verification based on the time-based charger data.

<u>V2G Event Rate</u>: bill credit of \$0.25 / kWh fed back into the grid during the specific times communicated by the Company and verified through charger data consumption.

### DISBURSEMENT:

Eligible amounts will be disbursed to participants in the next scheduled billing cycle. The disbursements will take a shape of bill credits. The credits shall not apply to any previous amounts owed.

### CONDITIONS OF SERVICE:

- 1. The Demand Response (DR) and Vehicle to Grid Charging (V2G) events participation in which is eligible for reimbursement under this schedule must be called by the Company and communicated to the eligible participants.
- 2. The Company may verify event participation.

### STATE OF MISSOURI

### OFFICE OF THE PUBLIC SERVICE COMMISSION

I have compared the preceding copy with the original on file in this office and I do hereby certify the same to be a true copy therefrom and the whole thereof.

WITNESS my hand and seal of the Public Service Commission, at Jefferson City, Missouri, this 19<sup>th</sup> day of January, 2022.

**Secretary** 

### MISSOURI PUBLIC SERVICE COMMISSION January 19, 2022

### File/Case No. ET-2020-0390

### Missouri Public Service Commission

Staff Counsel Department 200 Madison Street, Suite 800 P.O. Box 360 Jefferson City, MO 65102 staffcounselservice@psc.mo.gov

### Office of the Public Counsel

Marc Poston 200 Madison Street, Suite 650 P.O. Box 2230 Jefferson City, MO 65102 opcservice@opc.mo.gov

### ChargePoint, Inc.

Scott F Dunbar 1580 Lincoln St., Suite 1105 Denver, CO 80203 sdunbar@keyesfox.com

### ChargePoint, Inc.

Elizabeth Hubertz Washington University Law School Campus Box 1120 1 Brookings Drive St. Louis, MO 63130 ejhubertz@wustl.edu

### Liberty (Empire)

Diana C Carter 428 E. Capitol Avenue, Suite 303 Jefferson City, MO 65101 Diana.Carter@LibertyUtilities.com

### **Midwest Energy Consumers Group**

David Woodsmall 308 E. High Street, Suite 204 Jefferson City, MO 65101 david.woodsmall@woodsmalllaw.com

### Missouri Propane Gas Association Missouri Public Service

Terry M Jarrett 3010 East Battlefield, Suite A Springfield, MO 65804 terry@healylawoffices.com

### Commission

Nicole Mers 200 Madison Street, Suite 800 P.O. Box 360 Jefferson City, MO 65102 nicole.mers@psc.mo.gov

### Renew Missouri

Tim Opitz 409 Vandiver Dr Building 5, Suite 205 Columbia. MO 65202 tim@renewmo.org

Enclosed find a certified copy of an Order or Notice issued in the above-referenced matter(s).

Sincerely,

Morris L. Woodruff Secretary

Recipients listed above with a valid e-mail address will receive electronic service. Recipients without a valid e-mail address will receive paper service.