

**STATE OF MISSOURI
PUBLIC SERVICE COMMISSION**

At a session of the Public Service Commission held at its office in Jefferson City on the 3rd day of May, 2023.

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

ORDER APPROVING STIPULATION AND AGREEMENT

Issue Date: May 3, 2023

Effective Date: May 13, 2023

On April 17, 2020, The Empire District Electric Company (Liberty) filed tariffs to implement a community solar pilot program (CSPP). The Commission approved Tracking No. YE-2021-0062 on September 30, 2020.

On May 24, 2022, Liberty filed tariffs to implement a second CSPP. The Commission's Staff (Staff) recommended that the Commission reject the tariffs because Liberty had not applied for a certificate of convenience and necessity (CCN), and had not offered any justification for the second CSPP. Liberty ultimately withdrew those tariffs.

On April 18, 2023, Liberty and Staff filed a Stipulation and Agreement (Stipulation). Liberty and Staff agree on tariff language that Liberty shall file to implement its second CSPP, which is Exhibit A to the Stipulation.

Commission Rule 20 CSR 4240-2.115(2) allows the Commission to treat a non-unanimous stipulation as unanimous if no party objects. The time for any party to object has elapsed, and no party has objected. Due to the Stipulation, this case may be decided

without convening a hearing.¹ Also, the Commission need not separately state its findings of fact or conclusions of law.²

Based on the Commission's review of the Stipulation, the Commission will approve the Stipulation, subject to the conditions agreed upon by the Stipulation's signatories. So that Liberty may proceed with the expeditious filing of its compliance tariffs, the Commission finds it reasonable to make this Order effective in less than 30 days.

THE COMMISSION ORDERS THAT:

1. The Stipulation, which is Exhibit 1 to this order, is approved, and the signatories of the Stipulation shall comply with its terms.
2. Liberty shall file tariff sheets identical to or substantially similar to the exemplar tariff sheets attached as Exhibit A of the Stipulation to comply with this order.
3. This order shall become effective on May 13, 2023.



BY THE COMMISSION

A handwritten signature in black ink that reads "Nancy Dippell".

Nancy Dippell
Secretary

Rupp, Chm., Coleman, Holsman, and
Kolkmeier CC., concur.

Pridgin, Deputy Chief Regulatory Law Judge

¹ Section 536.060 RSMo 2016.

² Section 536.090 RSMo 2016.

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

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

STIPULATION AND AGREEMENT

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

Background:

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

Certificate of Convenience and Necessity Applications:

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

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

Tariff Changes:

4. The parties agree that the following changes will be made to Schedule CSPP tariff language:
 - a. A minimum of 35% of the Solar Blocks available from the CSPP II Solar Resource offering shall be reserved for residential class customers (Residential Solar Resource Minimum). Provided that, if after the first 75 days of availability of a new Solar Resource such Residential Solar Resource Minimum is not fully subscribed, it shall become available to all eligible customers in eligible rate classes.
 - b. For each additional Solar Resource other than CSPP-I and CSPP-II, upon enrollment, customers may be required to pay a Program participation fee per Solar Block, with said amount to be established by the Commission, and this tariff to be updated accordingly. Collected Program participation fees will be treated by the Company as a Contribution in Aid of Construction ("CIAC") upon construction of the Solar Resource.
 - c. The cost associated with any unsubscribed portion of Solar Resources will not be included in the revenue requirement used to establish base

rates if subscriptions cover at least 50 percent of Solar Resources. If subscriptions cover less than 50 percent of Solar Resources, then the cost associated with the unsubscribed portion below 50 percent of Solar Resources will be included in the revenue requirement used to establish base rates.

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

Evaluation Criteria:

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

Evaluation will include:

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

General Provisions:

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

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

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

13. If the Commission accepts the specific terms of this Agreement without condition or modification, with respect only to the issues resolved herein, the Signatories each waive their respective rights to call, examine and cross-examine witnesses pursuant to RSMo. §536.070(2), their respective rights to present oral argument and written briefs pursuant to §536.080.1, their respective rights to the reading of the transcript by the Commission pursuant to §536.080.2, their respective rights to seek rehearing pursuant to §386.500, and their respective rights to judicial review pursuant to §386.510. This waiver applies only to a Commission order approving this Agreement without condition or modification issued in this proceeding and only to the issues that are resolved hereby. It does not apply to any matters raised in any prior or subsequent Commission proceeding nor any matters not explicitly addressed by this Agreement.
14. The Signatories shall also have the right to provide, at any agenda meeting at which this *Stipulation* is noticed to be considered by the Commission, whatever oral explanation the Commission requests, provided that each Signatory shall, to the extent reasonably practicable, provide the other parties with advance notice of the agenda meeting for which the response is requested. Signatories' oral explanations shall be subject to public disclosure, except to the extent they refer to matters that are privileged or protected from disclosure pursuant to the Commission's rules on confidential information.

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

specific terms and conditions contained herein.

Respectfully submitted,

/s/ Eric Vandergriff

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Staff Counsel for the Missouri
Public Service Commission

/s/ Diana C. Carter

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CERTIFICATE OF SERVICE

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

/s/ Diana C. Carter

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

P.S.C. Mo. No. 6 Sec. 4 ~~Original~~-1st Revised
Sheet No. 25

Cancelling P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 25

For ALL TERRITORY

COMMUNITY SOLAR PILOT PROGRAM
SCHEDULE CSPP

COMMUNITY SOLAR PILOT PROGRAM
Schedule CSPP

PURPOSE

The purpose of the Community Solar Pilot Program (the “Solar Program”) is to provide customers the opportunity to subscribe voluntarily to the generation output of solar facilities owned and operated by the Company within its service territory and connected to its distribution system. The solar generation output purchased under Schedule CSPP will offset portions of the otherwise applicable charges for energy used by participating customers as specified herein, and the associated Renewable Energy Credits (“RECs”) will be transferred to or retired on behalf of the participating customers.

PROGRAM DESCRIPTION

Participating customers enroll in the Solar Program via a Participant Agreement through which they subscribe to Solar Blocks of five hundred (500) watts (AC) each in a designated Solar Resource located within the Company’s service territory. The charges associated with the Solar Blocks and electric grid charges for the delivery of the solar energy are set forth in this Schedule CSPP.

~~The~~Any energy produced by the subscribed Solar Blocks and delivered to the customer will offset an equivalent amount of kWh energy and, for demand billed customers, a portion of the kW demand used, metered and billed for under the participant’s standard class of service from the Company. Approximately 4,500 Solar Blocks will be available in the initial offering. Approximately 10,000 Solar Blocks will be available in the second offering. Additional offerings may be made available in the future, should demand for the program exceed the ~~initial-current~~ offering(s). New participants will be assigned to existing Solar Blocks until all existing blocks are filled, before proposing new Solar Resource builds. If the Company does not receive a sufficient number of subscriptions for the Solar Program, the Company may request Commission approval to terminate any offering(s) under this Schedule CSPP.

DATE OF ISSUE—~~September 15, 2020~~May 24, 2022March 24, 2023
April 23, 2023~~October 15, 2020~~July 1, 2022

DATE EFFECTIVE

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

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

P.S.C. Mo. No. 6 Sec. 4 ~~4st2nd~~ Revised Sheet No. 25a

Cancelling P.S.C. Mo. No. 6 Sec. 4 ~~1st Revised~~Original
Sheet No. 25a

For ALL TERRITORY

COMMUNITY SOLAR PILOT PROGRAM
SCHEDULE CSPP

AVAILABILITY

This Schedule CSPP is available to any customer currently receiving permanent, metered electric service under the Company’s retail Rate Schedules NS-RG, TC-RG, TP-RG, NS-GS, TC-GS, TP-GS, NS-LG, TC-LG, NS-SP, TC-SP and LP. Customers must execute a Participant Agreement and have an account that is not delinquent or in default at the time of subscription.

Customers will be enrolled on a first-come, first-served basis subject to the permissible participation levels described below and upon execution of a Participant Agreement. Customers applying but not enrolled in the Solar Program due to the lack of available Solar Blocks will be placed on a waiting list. Customers on the waiting list will be offered the opportunity to subscribe to Solar Blocks in the order applications are received should Solar Blocks become available due to construction of additional Solar Resources or subscription cancellations. Subscriptions are provided through one meter to one end-use customer and may not be aggregated, redistributed, or resold.

A minimum of ~~1/2~~ 43% of the Solar Blocks available from ~~each the CSPP II~~ Solar Resource offering shall be reserved for residential class customers (“Residential Solar Resource Minimum²⁾;-”). ~~Provided that, if after the first three two months~~ 75 days of ~~the~~ availability of a new Solar Resource such Residential Solar Resource Minimum is not fully subscribed, it shall become available to all eligible customers in eligible rate classes.

Schedule CSPP may not be combined with any other renewable energy program offered by the Company for the same customer account.

Service locations served under Schedule PL (Private Lighting Service), Schedule SPL (Municipal Street Lighting Service), Schedule LS (Specialty Lighting Service), Schedule MS (Miscellaneous Service) or Rider NM (Net Metering Rider) are ineligible for the Solar Program while participating in those service agreements. Schedule CSPP is not available for resale, standby, breakdown, auxiliary, parallel generation, or supplemental service.

DATE OF ISSUE March 24, 2023 ~~May 24, 2022~~
2022

DATE EFFECTIVE April 23, 2023 ~~July 1,~~

ISSUED BY Charlotte Emery, Director Rates and Regulatory Affairs, Joplin, MO

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

P.S.C. Mo. No. 6 Sec. 4 ~~Original~~ 1st Revised
Sheet No. 25b

Cancelling P.S.C. Mo. No. 6 Sec. 4 Original Sheet No.
25b

For ALL TERRITORY

COMMUNITY SOLAR PILOT PROGRAM
SCHEDULE CSPP

DEFINITIONS

Cancellation: Customers may cancel their subscription subject to the terms contained within Schedule CSPP.

Participant: A customer of the Company that meets the eligibility criteria established in Schedule CSPP for participation in the Solar Program and who executes a Participant Agreement.

Participant Agreement: An agreement between the Company and the Participant further describing the terms and conditions governing the Participant’s subscription to the Solar Program.

Solar Block: 500 watts of solar capacity. The amount of energy produced by a Solar Block will be based on production of the Solar Resource over the life of the Solar Resource.

Solar Resources: ~~Company owned~~ solar generation facilities designated ~~owned and operated by the Company for the Community Solar Pilot Program.~~

Subscription: The Participant’s subscription for Solar Resources is established through an executed agreement with the Company by contacting the Company’s customer service department or visiting the Company’s website to begin the enrollment process.

Termination: Termination of the agreement with the customer may occur if the Commission cancels Schedule CSPP or the Participant’s account is otherwise terminated.

Transfer: Certain customers, subscribed to 1,000 or more blocks, with multiple eligible accounts are eligible to transfer solar block subscriptions from an eligible account to another eligible account, subject to the Terms within Schedule CSPP. Customers that relocate within the Company’s service territory may transfer their Subscription to the new location subject to the terms within Schedule CSPP.

DATE OF ISSUE September 15, 2020 March 24, 2023 DATE EFFECTIVE
October 15, 2020 April 23, 2023

ISSUED BY ~~Sheri Richard~~ Charlotte Emery, Senior Director Rates and Regulatory Affairs, Joplin, MO

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

P.S.C. Mo. No. 6 Sec. 4 ~~2nd-3rd~~ Revised Sheet No. 25c
 Cancelling P.S.C. Mo. No. 6 Sec. 4 ~~1st-2nd~~ Revised—
 Sheet No. 25c

For ALL TERRITORY

COMMUNITY SOLAR PILOT PROGRAM
 SCHEDULE CSPP

PRICING

Participating customers receive two charges associated with Schedule CSPP. Demand billed customers served on NS-LG, TC-LG, NS-SP, TC-SP or LP Service shall receive a Billing Demand Quantity Credit.

- Solar Facility Charge will be finalized based on the actual cost of each Solar Resource increment and will be included in this Schedule CSPP. For the pre-construction subscription period the Company will provide an engineering estimate of the Solar Facility Charge. Upon finalization of the Solar Facility Charge, if the final Solar Facility Charge is higher than the engineering estimate, customers that have enrolled based on the engineering estimate will be given the opportunity to cancel their subscription without penalty or accept the higher Solar Facility Charge through an amendment to their Participant Agreement. If the final Solar Facility Charge is not greater than the engineering estimate, the agreement will be adjusted accordingly. As the development of each increment is initiated and finalized this tariff will be updated to reflect the Solar Facility Charge of each increment.

Solar Resource Increment	Number of Solar Blocks	Pre-Construction Solar Facility Charge Estimate per Block	Final Solar Facility Charge per Block	Expected Annual Energy per Block
CSPP-I	4,500	\$5.72	\$5.36	941,700
CSPP-II	10,000	\$5.90	\$x.xx	Xxx,xxx

- Electric Grid Charge for solar energy delivered as follows:
 - Residential Service \$0.04377 per kWh
 - Small General Service \$0.03908 per kWh
 - Large General Service \$0.00586 per kWh
 - Small Primary Service \$0.00575 per kWh
 - Large Power Service \$0.00456 per kWh

- Billing Demand Quantity Credit percentage of Solar Capacity:
 - Large General, Small Primary, and Large Power Service ~~2223~~%

DATE OF ISSUE May 24, 2022 ~~March 24, 2023~~ DATE EFFECTIVE July 1, 2022 ~~April 23, 2023~~

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

P.S.C. Mo. No. 6 Sec. 4 ~~2nd-3rd~~ Revised Sheet No. 25f

Cancelling P.S.C. Mo. No. 6 Sec. 4 ~~2nd4st~~ Revised Sheet No. 25f

For ALL TERRITORY

COMMUNITY SOLAR PILOT PROGRAM SCHEDULE CSPP
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MONTHLY BILLING

For Participants served under the Company’s NS-RG, TC-RG, TP-RG, NS-GS, TC-GS, TP-GS, rate schedules:

1. The energy production of the Solar Resource will be measured and apportioned monthly to each Participant based on Purchase Quantity computation.
2. The Participant’s Purchase Quantity will be subtracted from the metered energy consumed by the Participant for the billing month. To the extent the Purchase Quantity is greater than the Participant’s consumption, the Participant will be credited for excess Purchase Quantity in accordance with the Company’s bi-annually calculated avoided fuel cost of the net energy (kWh) as set forth in the Company’s Net Metering Rider.
3. Any remaining metered energy consumption will be billed under the otherwise applicable rates associated with the Participant’s standard rate schedule. For billing purposes, the Purchase Quantity shall first be subtracted from the additional, or second, energy pricing block and then any remaining energy will be applied to the initial, or first, energy pricing block.

For Participants served under the NS-LG, TC-LG, TC-SP and LP rate schedules

4. ~~The Any~~ energy production ~~and of by~~ the Solar Resource will be measured and apportioned monthly to each Participant based on the Purchase Quantity Computation.
5. The Billing Demand Quantity Credit is equal to the Billing Demand Quantity Credit percentage multiplied by the Participant’s Subscription Level in kW.
6. The Participant’s Purchase Quantity will be subtracted from the metered energy consumed by the Participant for the billing month. To the extent the Purchase Quantity is greater than the Participant’s consumption, the Participant will be credited for excess Purchase Quantity in accordance with the Company’s bi-annually calculated avoided fuel cost of the net energy (kWh) as set forth in the Company’s Net Metering Rider.
7. ~~The Participant’s Any~~ Billing Demand Quantity Credit ~~attributed to a will be subtracted from the~~ Participant ~~will be subtracted from the Participant’s~~ Billing Demand for the purpose of calculating the Demand Charge under the standard rate schedule. In no event shall the demand credit reduce the Billing Demand below the applicable minimum billing demand set forth in the Participant’s standard rate schedule. No demand credit will be applied to the Participant’s Monthly Facilities Demand as set forth in the Participant’s standard rate schedule.

DATE OF ISSUE March 24, 2023~~May 24, 2022~~
1, 2022

DATE EFFECTIVE April 23, 2023~~June July~~

ISSUED BY Charlotte Emery, Director Rates and Regulatory Affairs, Joplin, MO

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

P.S.C. Mo. No. 6 Sec. 4 ~~2nd1st~~ - ~~Revised~~
Sheet No. 25g

Cancelling P.S.C. Mo. No. 6 Sec. 4 ~~-1st~~ ~~Original~~
~~Revised~~ Sheet No. 25g

For ALL TERRITORY

COMMUNITY SOLAR PILOT PROGRAM
SCHEDULE CSPP

- 8. The remaining metered energy will be billed in accordance with the Participant’s standard rate schedule. The hours use calculations to determine the energy charge step rates will be calculated using the Billing Demand as set forth within the Participant’s standard rate schedule without applying the Billing Demand Quantity Credit.

For all Customers

- 9. The Participant’s share of ~~the-any~~ Solar Resource energy production and any remaining metered energy consumed will be billed under all applicable riders and charges. The Company’s FAC Rider will not apply to the Solar Resource energy production. The Company’s Energy Efficiency Cost Recovery will apply to ~~the any~~ Solar Resource energy production.
- 10. Other, non-consumption based, charges defined by the standard rate schedule are not impacted by the Solar Block subscription and will be billed to the Participant. The entire bill amount, inclusive of all standard rate charges and Solar Program charges, must be paid according to the payment terms set forth in the Company’s Rules and Regulations.

WAITING LIST

If at the time of enrollment, a customer’s desired subscription level is greater than the available Solar Blocks of the Solar Resource(s), then the customer may elect to be placed on a waiting list. If the available capacity is less than the customer’s desired subscription level, the customer will be offered the opportunity to subscribe to the remaining available capacity and be placed on the waiting list for the remainder of the desired subscription level. If the customer does not wish to participate at the lower subscription level, then the next customer on the waiting list will be offered the available capacity. Customers will be offered an opportunity to be placed on the waiting list only if the available capacity is less than the customer’s desired subscription level. The Company will maintain records related to the waiting list.

DATE OF ISSUE March 24, 2023 ~~October 16, 2020~~ ~~May 24, 2022~~
April 23, 2023 ~~November 15, 2020~~ ~~July 1, 2022~~

DATE EFFECTIVE

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

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

P.S.C. Mo. No. 6 Sec. 4 ~~2nd-3rd~~ Revised Sheet No. 25i

Cancelling P.S.C. Mo. No. 6 Sec. 4 ~~1st-2nd~~ Revised Sheet No. 25i

For ALL TERRITORY

COMMUNITY SOLAR PILOT PROGRAM SCHEDULE CSPP
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PROGRAM PROVISIONS AND SPECIAL TERMS

1. Customers may enroll in the program via the Company’s website or by contacting the Company’s customer service department. Customers applying for service under this Solar Program must have and maintain an account that is not more than 60 days delinquent or in default at the time of application. Renewable Energy Credits (“RECs”) produced by Solar Resources will be tracked by the Company, consistent with Participant subscriptions. All rights to the RECs associated with the generation output of the Solar Resource will be transferred by the Company to the Participants with an active renewables’ registry account. If a participant has no such account, the Company will retire the credits on behalf of the participant within the commission-approved tracking system.
2. Participants waive all rights to any retrospective billing reductions arising from a claim that the Participant's service would be or would have been at a lower cost had it not participated in the Solar Program for any period of time.
3. Enrollment; Participation Fee; Commitment:
 - a. CSPP-I (the first Solar Resource) is an approximately 2.25 MW Solar Resource representing approximately 4,500 Solar Blocks at 500 Watts AC each. Eligible customers enrolling in the Solar Program for CSPP-I will be assigned to the Solar Resource until such time as all of the Solar Blocks for the Solar Resource are subscribed.
 - b. For each additional Solar Resource other than CSPP-I, eligible customers enrolling in the Solar Program will be assigned to the Solar Resource until such time as all of the Solar Blocks for the Solar Resource are subscribed. ~~For each additional Solar Resource other than CSPP-I and CSPP-II and~~, upon enrollment, ~~such~~ customers may be required to pay a Program participation fee per Solar Block, with said amount to be established by the Commission, and this tariff to be updated accordingly. Collected Program participation fees will be treated by the Company as a Contribution in Aid of Construction (“CIAC”) upon construction of the Solar Resource.
 - c. On and after the date the Company commits to construct the Solar Resource, which commitment shall occur upon the Company posting its commitment on its website and sending an email, if available, or by letter, announcing its commitment to the enrollees assigned to the Solar Resource, said enrollees will be obligated to participate in the Solar

DATE OF ISSUE March 24, 2023 ~~July 2, 2021~~ ~~May 24, 2022~~ DATE EFFECTIVE April 23, 2023 ~~August~~ ~~July 1, 2022~~

ISSUED BY ~~Tim Wilson~~ Charlotte Emery, Director Rates and Regulatory Affairs, Joplin, MO ~~Vice President, Transmission Operations, Joplin, MO~~

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

P.S.C. Mo. No. 6 Sec. 4 ~~2nd—3rd~~ Revised Sheet No. 25j

Cancelling P.S.C. Mo. No. 6 Sec. 4 ~~1st—2nd~~ Revised Sheet No. 25j

For ALL TERRITORY

COMMUNITY SOLAR PILOT PROGRAM
SCHEDULE CSPP

Program and pay the charges thereunder for a term of three years after the Solar Resource’s in-service date, unless the customer no longer takes service from the Company. Until said committal date, an enrollee may withdraw from the Solar Program via the Company’s website or calling the Company’s customer service line and, if applicable, shall receive a full refund of the enrollee’s Program participation fee.

Any enrollee from whom a Program participation fee has been collected who has not received service from the Solar Resource by the earlier of (1) the date the Company commits to the Solar Resource, or (ii) three years after this tariff becomes effective, will be refunded the Program participation fee.

4. Customer’s may enroll in the Solar Program via the Company’s website or calling the Company’s customer service line after the Company has committed to build the Solar Resource, and throughout the Solar Program’s operation, during which there exists a Solar Availability Bank, without paying a Program participation fee. The Company will maintain a waiting list of customers interested in enrolling in the Program during periods when there are no blocks available in the Solar Availability Bank, and will notify customers on the waiting list via e-mail or letter when blocks become available. If a Participant moves to another location within the Company’s Missouri service territory the subscription will transfer to the new customer account. If the subscription level exceeds the new location’s allowed subscription amount, the customer will be responsible for the original subscription amount until the end of the original subscription period. At the end of the original subscription period, the customer may elect to change their subscription level.
5. Participants that have multiple eligible accounts in the Company’s Missouri service territory and are subscribed to a minimum of 1,000 Solar Blocks may transfer subscribed Solar Blocks from one eligible account to another subject to the following conditions:
 - a. The account to which the subscribed Solar Blocks are transferred is otherwise eligible to participate in the CSPP program.
 - b. The total Solar Blocks subscribed by the receiving account do not exceed the allowed subscription amount after the Solar Blocks are transferred.
 - c. Any remaining subscription term associated with the transferred Solar Blocks will remain in effect following the transfer.
 - ~~e.d.~~ Resale is Prohibited. Participant rights to a solar block may not be sold or otherwise transferred to a third party.

DATE OF ISSUE March 24, 2023 ~~July 2, 2021~~ ~~May 24, 2022~~ DATE EFFECTIVE April 23, 2023 ~~August~~ ~~July 1, 2022~~

ISSUED BY Tim Wilson ~~Charlotte Emery, Vice President, Transmission Operations~~ Director Rates and Regulatory Affairs, Joplin, MO

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

P.S.C. Mo. No. 6 Sec. 4 1st ~~Original~~ Revised Sheet No. 25k

Cancelling P.S.C. Mo. No. 6 Sec. 4 Original Sheet No. 25k

For ALL TERRITORY

COMMUNITY SOLAR PILOT PROGRAM

SCHEDULE CSPP

6. If a Participant's electric service is cancelled or the Participant's account is terminated due to an action of the Participant before the end of the initial subscription term, the Company will make the subscribed Solar Blocks available to customers on the waiting list. If the cancelled subscription is not fully subscribed by another customer for the remaining subscription period, the cancelling participant shall be responsible for a Termination Fee for the remaining portion of the subscription. The Termination Fee shall be equal to the solar facility charge for the subscription level times the number of months remaining in the initial subscription term. Termination fees collected by the Company shall be treated as a CIAC.
7. Participants must notify the Company via the Company's website or calling the Company's customer service line, of their intent to transfer any subscription(s). Transfers will only be effective if the transferee satisfies the terms and conditions applicable to the subscription, signs and returns the Participant Agreement to the Company, and thereby assumes all responsibilities associated therewith.
8. Customers that subscribe will continue as Participants until, they cancel their subscription, their subscription is terminated, or the Solar Program is terminated. New subscriptions and cancellations require 20 calendar days' notice by the Participant via the Company's website or calling the Company's customer service line prior to the end of the Participant's billing cycle and will take effect at the beginning of the next applicable billing cycle.
9. Any Participant who cancels its participation in the Solar Program must wait 12 months after the first billing cycle without a subscription to re-enroll in the Solar Program.
10. Unsubscribed Solar Blocks will be determined monthly and ~~any~~the energy production associated with any such amounts shall be included in the Company's generation portfolio.
- ~~10.~~11. The cost associated with any unsubscribed portion of Solar Resources will not be included in the revenue requirement used to establish base rates if subscriptions cover at least 50 percent of Solar Resources. If subscriptions cover less than 50 percent of Solar Resources, then the cost associated with the unsubscribed portion below 50 percent of Solar Resources will be included in the revenue requirement used to establish base rates.
- ~~11.~~12. The RECs associated with unsubscribed or unused portions of the solar production will be tracked and applied to the Company Renewable Portfolio Standard requirements.

DATE OF ISSUE March 24, 2023 ~~October 16, 2020~~ May 24, 2022
April 23, 2023 ~~November 15, 2020~~ July 1, 2022

DATE EFFECTIVE

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

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 3rd day of May, 2023.



Nancy Dippell

Nancy Dippell
Secretary

MISSOURI PUBLIC SERVICE COMMISSION

May 3, 2023

File/Case No. ET-2020-0259

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

Sincerely,



**Nancy Dippell
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.