

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

In the Matter of the Application of The Empire)
District Electric Company d/b/a Liberty to)
Implement Robust and Mutually-Beneficial) Case No. EO-2022-0078
Energy Efficiency Offerings Under the)
Framework Prescribed by MEEIA)

GLOBAL STIPULATION AND AGREEMENT

COME NOW The Empire District Electric Company (“Liberty” or “Company”), the Missouri Public Service Commission (“Commission”) Staff (“Staff”), the Missouri Office of the Public Counsel (“OPC”), the National Housing Trust, and Renew Missouri (collectively, the “Signatories”), and, pursuant to 20 CSR 4240-2.115, present this Global Stipulation and Agreement (“Agreement”) as a complete resolution of the above-captioned case. In this regard, the Signatories respectfully state as follows:

1. On September 15, 2021, Liberty filed its Application seeking approval of demand-side programs and a Demand-Side Programs Investment Mechanism (“DSIM”) as prescribed by the Missouri Energy Efficiency Investment Act (“MEEIA”) (“MEEIA Cycle 1 Application”).

2. The Signatories agree and intend this Agreement to settle all issues with regard to Liberty’s MEEIA Cycle 1 Application. The Signatories request that all pre-filed testimony be admitted into the record and that the Commission approve this Agreement as a just and a fair compromise of their respective positions.

3. Midwest Energy Consumers Group (“MECG”) and the Missouri Department of Natural Resources – Division of Energy (“DE”) are also parties to this proceeding. Although not Signatories to this Agreement, neither object to this Agreement being approved as a complete resolution of this docket.

4. The Signatories request approval of Liberty’s MEEIA Cycle 1 Plan for the period

January 1, 2022 - December 31, 2022. The agreed-upon MEEIA Cycle 1 Plan is attached hereto as Exhibit A.

5. In conjunction with approval of Liberty's MEEIA Cycle 1 Plan, the Signatories agree there is good cause to grant the waivers/variances requested by the Company in paragraphs 4-6 and 11-13 of the Application and request that the Commission grant the same. Further, 20 CSR 4240-20.092(1)(C) states in part that, "The utility shall use the integrated resource plan and risk analysis used in its most recently adopted preferred resource plan to calculate its avoided costs." As further discussed below in paragraph 9, as a constraint in determining the cost effectiveness of this proposed Cycle 1 MEEIA portfolio, Liberty used zero avoided capacity costs until such time that Liberty needed capacity to meet SPP resource adequacy requirements. This differs from the avoided capacity costs used in Liberty's most recent IRP and risk analysis. Therefore, the Signatories further agree that a variance is needed for 20 CSR 4240-20.092(1)(C).

6. The Signatories further agree that the program tariff sheets attached hereto as Exhibit B and filed in EFIS on this date under Tracking No. YE-2022-0161 should be approved by the Commission or allowed to take effect by operation of law, effective January 1, 2022.

7. The Signatories further agree that the DSIM tariff sheets filed under Tracking No. YE-2022-0057, as substituted on this date, should be approved by the Commission or allowed to take effect by operation of law, effective January 1, 2022. The DSIM tariff sheets are currently suspended until January 1, 2022.

8. The Signatories stipulate and agree with the DSIM mechanism attached hereto. Liberty shall file a new DSIM mechanism as part of MEEIA Cycle 2. Liberty agrees to work with Staff and other stakeholders, including the Signatories, on the development of the mechanism considering Staff's proposed SRLE mechanism in Case No. ER-2019-0374, with modifications to

exclude kWh changes for weather and customer growth, as a potential replacement.

9. The Signatories acknowledge that, as a commitment with stakeholders, Liberty agreed to run an avoided capacity cost analysis specifically to look at the cost effectiveness of energy efficiency programs only and that this revised set of avoided capacity costs used zero avoided capacity costs until such time that Liberty needed capacity to meet SPP resource adequacy requirements, at which time the avoided capacity costs would be assumed to be equal to the ABB projected capacity cost for SPP-KSMO region for years in which Liberty can defer supply-side resources. The Signatories stipulate and agree that these avoided capacity costs are being used as a constraint in determining the cost effectiveness of this proposed Cycle 1 MEEIA portfolio only and do not represent or replace official avoided capacity costs presented in the Company's most recent or future IRP proceedings.

10. 20 CSR 4240-20.093(11) states, "A prudence review of the costs subject to the DSIM shall be conducted no less frequently than at twenty-four- (24-) month intervals. 20 CSR 4240-20.093(11)(B) further states in part that, "The timing and frequency of prudence audits for DSIM shall be established in the utility's filing for demand-side program approval in which the DSIM is established." In accordance with 20 CSR 4240-20.093(11), Staff will conduct a prudence review no less frequently than at 24-month intervals.

11. In presenting this Agreement, none of the Signatories shall be deemed to have approved, accepted, agreed, consented or acquiesced to any procedural principle, and none of the Signatories shall be prejudiced or bound in any manner by the terms of this Agreement, whether approved or not, in this or any other proceeding, other than a proceeding limited to the enforcement of the terms of this Agreement, except as otherwise expressly specified herein. The Signatories further understand and agree that the provisions of this Agreement relate only to the specific

matters referred to herein, and no Signatory waives any claim or right which it otherwise may have with respect to any matter not expressly provided for in this Agreement.

12. The terms of this Agreement are interdependent. If the Commission does not approve this Agreement in total, or approves it with modifications or conditions to which a signatory objects, then this Agreement shall be void and no Signatory shall be bound by any of its provisions. The agreements herein are specific to this proceeding and are made without prejudice to the rights of the Signatories to take other positions in other proceedings except as otherwise noted herein.

13. If the Commission does not unconditionally approve this Agreement without modification, and notwithstanding its provision 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 Section 536.080, RSMo, 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 or 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 further purpose whatsoever.

14. If the Commission unconditionally accepts the specific terms of this Agreement without modification, the Signatories waive, with respect to the issues resolved herein: their respective rights (1) to call, examine and cross examine witnesses pursuant to Section 536.070(2), RSMo; (2) their respective rights to present oral argument and/or written briefs pursuant to Section

536.080.1, RSMo; (3) their respective rights to the reading of the transcript by the Commission pursuant to Section 536.800.2, RSMo; (4) their respective rights to seek rehearing pursuant to Section 386.500, RSMo; and (5) their respective rights to judicial review pursuant to Section 386.510, RSMo. These waivers apply only to a Commission order respecting this Agreement issued in this above-captioned proceedings, and do not apply to any matters raised in any prior or subsequent Commission proceeding, or any matters not explicitly addressed by this Agreement.

15. This Agreement contains the entire agreement of the Signatories concerning the issues addressed herein.

WHEREFORE, the Signatories hereby respectfully submit this Global Stipulation and Agreement and request the Commission issue an Order approving the same and granting any further relief as is just and reasonable under the circumstances.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that the above document was filed in EFIS on this 23rd day of November, 2021, and sent by electronic transmission to all counsel of record.

/s/ Diana C. Carter