

**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)

STIPULATION AND AGREEMENT

COME NOW The Empire District Electric Company (“Liberty” or “Company”), the Missouri Public Service Commission (“Commission”) Staff (“Staff”), and the Missouri Office of the Public Counsel (“OPC”) (collectively, the “Signatories”)¹ and present this Stipulation and Agreement (the “Extension Agreement”) for the Commission’s consideration:

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. On November 23, 2021, the Signatories submitted a Global Stipulation and Agreement to settle all issues with regard to Liberty’s MEEIA Cycle 1 Application (the “Initial Agreement”). With the Initial Agreement, the Signatories requested approval of Liberty’s MEEIA Cycle 1 Plan for the period January 1, 2022 - December 31, 2022.
3. By its *Order Approving Agreement and Tariffs* issued December 15, 2021, effective January 1, 2022, the Commission approved the Initial Agreement, and the tariffs implementing the Initial Agreement took effect January 1, 2022.
4. At this time, the Signatories request a one year extension of Liberty’s MEEIA

¹ The National Housing Trust, Renew Missouri, Midwest Energy Consumers Group, and the Missouri Department of Natural Resources – Division of Energy are also parties to this proceeding. Although not Signatories to this Agreement, none object to this Agreement being approved.

Cycle 1 Plan, to December 31, 2023. This extension will allow Liberty and other stakeholders to incorporate learnings from the initial MEEIA offering year into planning for MEEIA Cycle 2, while continuing to build momentum with Liberty customers and trade allies to generate energy savings.

5. The Signatories request that the Commission issue an order approving this Extension Agreement, with said order to be effective prior to December 31, 2022.

6. For the one-year extension, the Signatories request that the terms of Liberty's MEEIA Cycle 1 Plan, as set forth in the Initial Agreement, remain unchanged with the following exception:

a. The establishment of a policy for long lead time projects that aligns with similar policies established for other Missouri IOUs.

i. The long lead time policy would allow a seamless transition between MEEIA years or cycles for customers, contractors, trade allies, and market actors engaged in projects with lead times greater than 90 days.

ii. The long lead time policy will be available for the Commercial and Industrial Rebate Program and Low-Income Multifamily Program. Liberty will provide a written commitment letter of incentives for eligible long-lead projects that will specify the incentive, associated saving, and deadline for project completion for every long lead time project.

iii. In accordance with the long lead time policy, the project completion date for a Commercial and Industrial standard program offering will not exceed six months following the current cycle completion. Funds for

long lead time projects will be held from the committing year budget and incentives will be paid upon completion. Any projects that fail to complete within this specified timeframe will be ineligible.

7. Further, Liberty shall file a three-year cost-effective MEEIA application portfolio for 2024-2026 by the end of May of 2023 (“MEEIA Cycle 2”).

8. In presenting this Extension 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 Extension Agreement, whether approved or not, in this or any other proceeding, other than a proceeding limited to the enforcement of the terms of this Extension Agreement, except as otherwise expressly specified herein. The Signatories further understand and agree that the provisions of this Extension 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 Extension Agreement.

9. The terms of this Extension Agreement are interdependent. If the Commission does not approve this Extension Agreement in total, or approves it with modifications or conditions to which a signatory objects, then this Extension 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.

10. If the Commission does not unconditionally approve this Extension Agreement without modification, and notwithstanding its provision that it shall become void, neither this Extension 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 Extension 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 Extension 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.

11. If the Commission unconditionally accepts the specific terms of this Extension 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 Extension 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 Extension Agreement.

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

WHEREFORE, the Signatories hereby respectfully submit this 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 4th day of November, 2022, and sent by electronic transmission to all counsel of record.

/s/ Diana C. Carter