

**STATE OF MISSOURI
PUBLIC SERVICE COMMISSION**

At a session of the Public Service Commission held at its Office in Jefferson City on the 14th day of September, 2023.

In the Matter of the Application of The)
Empire District Electric Company d/b/a)
Liberty to Implement Robust and Mutually-)
Beneficial Energy Efficiency Offerings)
Under the Framework Prescribed by)
MEEIA)

File No. EO-2022-0078

**ORDER APPROVING STIPULATION AND AGREEMENT EXTENDING
LIBERTY’S MEEIA CYCLE 1 AN ADDITIONAL YEAR**

Issue Date: September 14, 2023

Effective Date: November 1, 2023

The Commission approved a stipulation and agreement and tariff sheets authorizing the Empire District Electric Company d/b/a Liberty to implement a portfolio of Demand Side Investment Mechanisms under the Missouri Energy Efficiency Investment Act (MEEIA Cycle 1). Liberty’s MEEIA Cycle 1 was approved for one year beginning on January 1, 2022, and continuing until December 31, 2022. The Commission later approved a stipulation and agreement extending Liberty’s MEEIA Cycle 1 an additional year.

On August 29, 2023, Liberty filed a *Stipulation and Agreement (Agreement)* on behalf of its signatories to extend its MEEIA Cycle 1 programs for another year, through December 31, 2024. Liberty, the Staff of the Commission, the Office of the Public Counsel, and Renew Missouri were signatories to the Agreement. The National Housing Trust, Midwest Energy Consumers Group, and the Missouri Department of Natural Resources – Division of Energy were not signatories to the Agreement, but the Agreement represents that they do not object to the Agreement.

Commission Rule 20 CSR 4240-2.115(2) allows seven days to object to the stipulation and agreement. If no party files a timely objection to a stipulation and agreement, the Commission may treat it as a unanimous stipulation and agreement. More than seven days have passed since the Agreement was filed, and no party has objected. The Commission will treat the Agreement as a unanimous.

The Stipulation

The Signatories request that the terms of Liberty's MEEIA Cycle 1 Plan, as set forth in the Initial Agreement and as modified by the first extension remain unchanged with some specific exceptions. Those exceptions include the termination of Liberty's variance from Commission Rule 20 CSR 4240-20.093(9) concerning the filing of annual reports. Liberty's variance from Commission Rule 20 CSR 4240-20.093(2)(I) concerning evaluation, measurement, and verification (EM&V) will continue, but Liberty must begin developing an EM&V plan and implement that plan during the 2024 program year. Liberty will rename the budget category currently specified as EM&V to "Tracking and Reporting." This budget category will include both EM&V and tracking and reporting support activities. Liberty must maintain a ratio of EM&V spending within this category as specified in Commission Rule 20 CSR 4240-20.093(8)(A). The program administration budget will be increased by \$75,000 for 2024 due to increases in labor costs since 2021. This increases the total portfolio budget to \$4,067,313. Additionally, Liberty will participate in a statewide working group to study a state-administered Pay As You Save® program and explore incorporating a home energy certification program into the residential portfolio in its MEEIA Cycle 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

approve an additional one year extension of Liberty's MEEIA Cycle 1 under the conditions set forth in the Agreement attached to this order.

THE COMMISSION ORDERS THAT:

1. The Agreement filed on August 29, 2023, 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 shall file any necessary compliance tariff sheets to extend its MEEIA Cycle 1.
3. This order shall be effective on November 1, 2023.



BY THE COMMISSION

A handwritten signature in black ink that reads "Nancy Dippell". The signature is written in a cursive, flowing style.

Nancy Dippell
Secretary

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

Clark, Senior Regulatory Law Judge

**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”), the Missouri Office of the Public Counsel (“OPC”), and Renew Missouri (collectively, the “Signatories”)¹ and present this Stipulation and Agreement (the “Second 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. 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 for Liberty’s MEEIA Cycle 1 took effect January 1, 2022.

¹ The National Housing Trust (“NHT”), Midwest Energy Consumers Group (“MECG”), and the Missouri Department of Natural Resources – Division of Energy are also parties to this proceeding. Although not Signatories to this Agreement, the NHT and MECG have stated their nonobjection.

3. On November 4, 2022, the Signatories requested a one year extension of Liberty's MEEIA Cycle 1 Plan, to December 31, 2023. For the one-year extension, the Signatories requested that the terms of Liberty's MEEIA Cycle 1 Plan, as set forth in the Initial Agreement, remain unchanged with the following exception: the establishment of a policy for long lead time projects that aligns with similar policies established for other Missouri IOUs. Tariffs extending Liberty's MEEIA Cycle 1 to December 31, 2023, took effect January 1, 2023.

4. At this time, the Signatories request a second one year extension of Liberty's MEEIA Cycle 1 Plan, to December 31, 2024. This extension will allow Liberty and other stakeholders to further incorporate learnings from the first two MEEIA offering years into planning for MEEIA Cycle 2, while continuing to build momentum with Liberty's customers and trade allies to generate energy savings. Further, OPC introduced the idea of a one-year extension of the MEEIA portfolios in Missouri to allow time for all stakeholders to better digest the funding opportunities of the Infrastructure Investment & Jobs Act and the Inflation Reduction Act of 2022.

5. For the second one-year extension, the Signatories request that the terms of Liberty's MEEIA Cycle 1 Plan, as set forth in the Initial Agreement and modified by the first extension, remain unchanged with the following exceptions:

- a. Termination of the variance from Commission Rule 20 CSR 4240-20.093(9) with regard to the filing of annual reports. Liberty submitted an annual report for 2022 and, pursuant to Rule 20 CSR 4240-20.093(9), shall file a 2023 annual report.
- b. The variance from Commission Rule 20 CSR 4240-20.093(2)(I) with regard to evaluation, measurement, and verification ("EM&V") shall remain in place, but Liberty shall begin developing an EM&V plan and initiate the implementation of that plan during the 2024 program year.

- c. Renaming of the budget category currently specified as EM&V to “Tracking and Reporting.” This budget category shall include both EM&V and tracking and reporting support activities. Liberty shall maintain a ratio of EM&V spending within this category as specified in Commission Rule 20 CSR 4240-20.093(8)(A).
- d. The program administration budget shall be increased by \$75,000 for 2024. This represents a roughly 10% increase over the original budget established in 2021 and is to accommodate increases in labor costs over the three year period since budgets were originally established. This will increase the total portfolio budget by \$75,000, to \$4,067,313.

6. Additionally, the Company will participate in a monthly statewide collaborative working group with the purpose of studying and designing the infrastructure needed to establish a state-administered Pay As You Save® program that will service all participating utilities. The working group will include Staff, OPC, Renew Missouri, the Company, and other utilities and interested stakeholders.

7. The Company will explore incorporating a home energy certification program into the residential portfolio for the Company's next proposed MEEIA plan (MEEIA Cycle 2). The Company will work with Renew Missouri and its partner Pearl Certification during the extension period to evaluate and, if appropriate, develop, a home energy certification feature.

8. The Signatories request that the Commission issue an order approving this Second Extension Agreement, with said order to be effective by November 1, 2023.

9. In presenting this Second 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 Second 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 Second Extension Agreement, except as otherwise expressly specified herein. The Signatories further understand and agree that the provisions of this Second 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 Second Extension Agreement.

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

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

12. If the Commission unconditionally accepts the specific terms of this Second

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) to present oral argument and/or written briefs pursuant to Section 536.080.1, RSMo; (3) to the reading of the transcript by the Commission pursuant to Section 536.080.2, RSMo; (4) to seek rehearing pursuant to Section 386.500, RSMo; and (5) to judicial review pursuant to Section 386.510, RSMo. These waivers apply only to a Commission order respecting this Second Extension Agreement issued in this above-captioned proceeding, and do not apply to any matters raised in any prior or subsequent Commission proceeding, or any matters not explicitly addressed by this Second Extension Agreement.

13. This Second 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,

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

Counsel for Staff:

/s/ Nicole Mers
Deputy Counsel for the Staff of the
Missouri Public Service Commission
Bar No. 66766

P.O. Box 360
Jefferson City, Mo 65102-0360
(573) 751-6651 (Telephone)
(573) 751-9285 (Facsimile)

Office of the Public Counsel:

/s/ Lindsay VanGerpen
Lindsay VanGerpen (#71213)
Associate Counsel

Missouri Office of the Public Counsel
P.O. Box 2230
Jefferson City, MO 65102
Telephone: (573) 751-5565
Facsimile: (573) 751-5562
E-mail: Lindsay.VanGerpen@opc.mo.gov

Counsel for Renew Missouri:

/s/ Andrew Linhares
Andrew Linhares
Renew Missouri Advocates
3115 South Grand Blvd., Ste. 600
St. Louis, MO 63118
Tel: (314) 471-9973
Email: andrew@renewmo.org

CERTIFICATE OF SERVICE

I hereby certify that the above document was filed in EFIS on this 29th day of August, 2023, and sent by electronic transmission to all counsel of record.

/s/ Diana C. Carter

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 14th day of September, 2023.



Nancy Dippell

Nancy Dippell
Secretary

MISSOURI PUBLIC SERVICE COMMISSION

September 14, 2023

File/Case No. EO-2022-0078

MO PSC Staff

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

Office of the Public Counsel (OPC)

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

Liberty (Empire)

Diana Carter
428 E. Capitol Avenue, Suite 303
Jefferson City, MO 65101
diana.carter@libertyutilities.com

Midwest Energy Consumers Group

David Woodsmall
1650 Des Peres Road, Suite 303
Des Peres, MO 63131
dwoodsmall@cswrgroup.com

Missouri Division of Energy

Jacob Westen
1101 Riverside Drive
P.O. Box 176
Jefferson City, MO 65102-0176
jacob.westen@dnr.mo.gov

MO PSC Staff

Nicole Mers
200 Madison Street
Jefferson City, MO 65101
nicole.mers@psc.mo.gov

National Housing Trust

Andrew Linhares
3115 South Grand Blvd
Suite 600
St. Louis, MO 63118
andrew@renewmo.org

Renew Missouri

Alissa Greenwald
1580 Lincoln Street, Suite 1105
Denver, CO 80203
agreenwald@keyesfox.com

Renew Missouri

Tim Opitz
308 E. High Street, Suite B101
Jefferson City, MO 65101
tim.opitz@opitzlawfirm.com

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.