

**STATE OF MISSOURI  
PUBLIC SERVICE COMMISSION**

At a session of the Public Service Commission held at its Office in Jefferson City on the 21<sup>st</sup> day of November, 2022.

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**

Issue Date: November 21, 2022

Effective Date: December 1, 2022

On December 15, 2021, 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 portfolio was comprised of five residential programs and two business programs.

On November 4, 2022, Liberty filed a *Stipulation and Agreement* (Agreement) to extend its MEEIA Cycle 1 programs for an additional year, through December 31, 2023. Liberty, the Staff of the Commission, and the Office of the Public Counsel were signatories to the Agreement. The Commission issued an order providing notice of the Agreement to the other parties and set a time for responses. The Commission received no responses 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, remain unchanged with some specific exceptions. Those exceptions include the establishment of a policy for long lead time projects that would allow a smooth transition between MEEIA years or cycles for customers, contractors, trade allies, and market actors engaged in projects with lead times greater than 90 days. This policy will be available for the Commercial and Industrial Rebate Program and Low-Income Multifamily Program. Additionally, as part of the Agreement, Liberty will file a three-year cost-effective MEEIA application portfolio for 2024 through 2026 by the end of May 2023.

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 a one year extension of Liberty's MEEIA Cycle 1 under the conditions set forth in the Agreement attached to this order. So Liberty may timely file tariff sheets to implement a one year extension prior to the expiration of MEEIA Cycle 1, the Commission finds it reasonable to make this order effective in less than 30 days.

### **THE COMMISSION ORDERS THAT:**

1. The Agreement filed on November 4, 2022, 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 no later than December 2, 2022.

3. This order shall be effective on December 1, 2022.



**BY THE COMMISSION**

A handwritten signature in black ink that reads "Morris L. Woodruff". The signature is written in a cursive, flowing style.

Morris L. Woodruff  
Secretary

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

Clark, 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”), and the Missouri Office of the Public Counsel (“OPC”) (collectively, the “Signatories”)<sup>1</sup> 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

---

<sup>1</sup> 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,

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:

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

**CERTIFICATE OF SERVICE**

I hereby certify that the above document was filed in EFIS on this 4<sup>th</sup> day of November, 2022, 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 21<sup>st</sup> day of November, 2022.**



  
**Morris L. Woodruff**  
**Secretary**

**MISSOURI PUBLIC SERVICE COMMISSION**

**November 21, 2022**

**File/Case No. EO-2022-0078**

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

**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  
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

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

**National Housing Trust**  
Andrew J Linhares  
3115 S. Grand Ave  
Suite 600  
St. Louis, MO 63118  
Andrew@renewmo.org

**Renew Missouri**  
Alissa Greenwald  
P.O. Box 413071  
Kansas City, MO 64141  
alissa@renewmo.org

**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,**



**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.