

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

In the Matter of the Application of The Empire)
District Electric Company for Approval of Its) Case No. EO-2018-0092
Customer Savings Plan)

**THE OFFICE OF THE PUBLIC COUNSEL’S
MOTION TO SUSPEND PROCEDURAL SCHEDULE**

COMES NOW the Office of the Public Counsel and moves the Commission to suspend the procedural schedule in this case, including the hearing scheduled for May 9-11, 2018, on the ground following:

1. The Commission modified its procedural schedule in this case on April 20, 2018, by its *Order Amending Procedural Schedule* whereby the Commission, at the parties’ request, moved the main evidentiary hearing from April 16-20, 2018, to May 9-11, 2018; established April 24, 2018, as the last day for parties to file a stipulation and agreement and affidavits in support thereof; established April 27, 2018, as the last day for discovery related to the stipulation and agreement with a 5 calendar day response time; established May 4, 2018, as the last day to file affidavits opposing the stipulation and agreement or in response to affidavits filed in support of the stipulation and agreement; established May 7, 2018, for filing; and established a briefing schedule.

2. On April 24, 2018, The Empire District Electric Company, Midwest Energy Consumers Group, Staff of the Missouri Public Service Commission, Renew Missouri Advocates, and Missouri Department of Economic Development – Division of Energy filed a non-unanimous stipulation and agreement which the Office of the Public Counsel opposed on April 26, 2018.

3. On April 26, 2018, the Office of the Public Counsel presented the following data request (No. 6) to the signatories to the non-unanimous stipulation and agreement: “6. Identify the source of the Commission’s authority to authorize Empire to enter into purchase agreement(s) for a nameplate capacity of up to 600 MW of Wind Projects through a subsidiary as the signatories recommend in 14.a. of the Non-Unanimous Stipulation and Agreement.”

4. Paragraph 14.a. of the non-unanimous stipulation and agreement, in pertinent part, provides: “EDE, through its ownership in Wind Holdco(s), is authorized to enter into purchase agreement(s) for a nameplate capacity of up to 600 MW of Wind Projects that meet the following criteria:”

5. The Empire District Electric Company, Midwest Energy Consumers Group, and Staff of the Missouri Public Service Commission, on May 1, 2018, included as part of their responses to the Office of the Public Counsel data request No. 6 their intent to modify the non-unanimous stipulation and agreement the following changes to the text:

After further consideration, the Signatories intend to make the following modifications to their Non-Unanimous Stipulation and Agreement in order to more accurately describe their intent:

Paragraph 14.a. – “~~The Signatories agree~~ EDE, through its ownership in Wind Holdco(s), ~~will is authorized to~~ enter into purchase agreement(s) for a nameplate capacity of up to 600 MW of Wind Projects...”

Paragraph 18.a. – “~~The Signatories agree~~ EDE, through its ownership in Wind Holdco(s), ~~will is authorized to~~ contract with tax equity partner(s) for financing of the Wind Projects...”

Copies of their responses are attached. Renew Missouri Advocates, and Missouri Department of Economic Development – Division of Energy did not express this intent to change the substance of the non-unanimous stipulation and agreement in their responses.

6. This is a material change to the non-unanimous stipulation and agreement.

7. Unless the Commission suspends the procedural schedule in this case to give the Office of the Public Counsel a sufficient opportunity to conduct discovery regarding this material change in the non-unanimous stipulation and agreement, and for its experts to prepare and provide testimony regarding this change, the Office of the Public Counsel will be denied due process in this case.

Wherefore, the Office of the Public Counsel moves the Commission to suspend the procedural schedule in this case including the hearing scheduled for May 9-11, 2018, on the ground that all or part of the signatories to the non-unanimous stipulation and agreement, barely a week before the hearing in this case and after the date the Commission established for them to file a stipulation and agreement, have expressed their intent to materially change their agreement and, thereby, deprive the Office of the Public Counsel of a meaningful opportunity to respond.

Respectfully,

/s/ Nathan Williams

Nathan Williams
Chief Deputy Public Counsel
Missouri Bar No. 35512

Office of the Public Counsel
Post Office Box 2230
Jefferson City, MO 65102
(573) 526-4975 (Voice)
(573) 751-5562 (FAX)
Nathan.Williams@ded.mo.gov

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been mailed, hand-delivered, transmitted by facsimile or electronically mailed to all counsel of record this 2nd day of May 2018.

/s/ Nathan Williams

The Empire District Electric Company
Response to Office of Public Counsel's Data Requests 5-6
Case No. EO-2018-0092

Response provided by: Christopher D. Krygier
Title: Director, Rates and Regulatory Affairs
Company Response Number: 6
Date of Response: May 1, 2018

Question:

Identify the source of the Commission's authority to authorize Empire to enter into purchase agreement(s) for a nameplate capacity of up to 600 MW of Wind Projects through a subsidiary as the signatories recommend in 14.a. of the Non-Unanimous Stipulation and Agreement.

Response:

Section 393.140, RSMo, gives the Commission general jurisdiction over and access to the company books and records, and Section 393.150.1, RSMo, states in pertinent part:

1. Whenever there shall be filed with the commission by any . . . electrical corporation . . . any new form of contract or agreement . . . relating to . . . any privilege . . . the commission shall have, and it is hereby given, authority, to enter upon a hearing concerning the propriety of such . . . form of contract or agreement . . .; and after full hearing; whether completed before or after the . . . form of contract or agreement . . . goes into effect, the commission may make such order in reference to such . . . form of contract or agreement . . . or practice as would be proper in a proceeding . . .

However, after further consideration, the Signatories intend to make the following modifications to their Non-Unanimous Stipulation and Agreement in order to more accurately describe their intent:

Paragraph 14.a. – “The signatories agree EDE, through its ownership in Wind Holdco(s), will enter into purchase agreement(s) for a nameplate capacity of up to 600 MW of Wind Projects . . .

Paragraph 18.a. – “The signatories agree EDE, through its ownership in Wind Holdco(s), will contract with tax equity partner(s) for financing of the Wind Projects . . .

Responsible person(s): Christopher D. Krygier

**Midwest Energy Consumers Group
Response to Office of Public Counsel's Data Request 5**

Case No. EO-2018-0092

Response provided by: Greg Meyer

Response Number: 5

Date of Response: May 1, 2018

Request: In his affidavit supporting the settlement agreement Midwest Energy Consumers Group witness Greg R. Meyer estimates the rate impact of the settlement to current rates, if implemented, to be 12%, and attributes the benefit of the federal corporate tax rate change from 35% to 21% to be about 5%. Assuming the only changes to Empire's revenue requirement used for setting rates in its last general rate case are due to the closure of the ash impoundment (According to Empire's response to Sierra Club data request 1-03, \$17,912,000) and the settlement agreement (which includes the new ash landfill, the new ash conveyance system, the up to 600 MW of wind farms, transmission associated with the new wind farms, and the impact of changing the federal corporate income tax rate from 35% to 21%), provide the percentage changes to Empire's revenue requirement attributable to (1) closure of the ash impoundment, (2) the new ash landfill, (3) the new ash conveyance system, (4) the up to 600 MW of wind farms, (5) transmission associated with the new wind farms, (6) the impact of changing the federal corporate income tax rate from 35% to 21%, and (7) each other rate-impacting provision of the settlement agreement, together with your workpapers showing your calculations.

Response: The affidavit was limited solely to the overall revenue requirement impact and did not attempt to break down the revenue requirement impact by separate components. MECG and / or Greg Meyer have not conducted the requested analysis and does not know if it has the information necessary to conduct such an analysis.

Responsible person(s): Greg Meyer

**Midwest Energy Consumers Group
Response to Office of Public Counsel's Data Request 6**

Case No. EO-2018-0092

Response provided by: David Woodsmall

Response Number: 6

Date of Response: May 1, 2018

Request: Identify the source of the Commission's authority to authorize Empire to enter into purchase agreement(s) for a nameplate capacity of up to 600 MW of Wind Projects through a subsidiary as the signatories recommend in 14.a. of the Non-Unanimous Stipulation and Agreement.

Objection: MECG objects to this data request on the basis that it seeks a legal opinion. Subject to this objection, MECG provides the following response.

Response: After further consideration, the Signatories intend to make the following modifications to their Non-Unanimous Stipulation and Agreement in order to more accurately describe their intent:

Paragraph 14(a): "The signatories agree EDE, through its ownership in Wind Holdco(s), will ~~is authorized to~~ enter into purchase agreement(s) for a nameplate capacity of up to 600 MW of Wind Projects..."

Paragraph 18(a): "The signatories agree EDE, through its ownership in Wind Holdco(s), ~~is authorized to~~ will contract with tax equity partner(s) for financing of the Wind Projects..." "

Given the anticipated changes, MECG does not believe that the requested information is relevant.

Responsible person(s): David Woodsmall

Response provided by: Marcie Forck

Response Number: 61

Date of Response: May 1, 2018

Response:

After further consideration, the Signatories intend to make the following modifications to their Non-Unanimous Stipulation and Agreement in order to more accurately describe their intent:

Paragraph 14.a. – “The Signatories agree EDE, through its ownership in Wind Holdco(s), ~~will is authorized to~~ enter into purchase agreement(s) for a nameplate capacity of up to 600 MW of Wind Projects...”

Paragraph 18.a. – “The Signatories agree EDE, through its ownership in Wind Holdco(s), ~~will is authorized to~~ contract with tax equity partner(s) for financing of the Wind Projects...”

Given the anticipated changes, Staff does not believe the requested information is relevant.

Responsible person(s): Marcie Forck