

**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-2025-0124
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”), 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 January 31, 2025, Liberty filed its Application herein seeking approval of demand-side programs and a Demand-Side Programs Investment Mechanism (“DSIM”) as prescribed by the Missouri Energy Efficiency Investment Act (“MEEIA”) (Liberty’s “MEEIA Cycle 2 Application”).

2. The Signatories, being all of the parties to this docket, agree and intend this Agreement to settle all issues with regard to Liberty’s MEEIA Cycle 2 Application and request that the Commission approve this Agreement as a just and a fair compromise of their respective positions.

3. The Signatories request approval of Liberty’s MEEIA Cycle 2 Plan beginning April 1, 2025. The agreed-upon MEEIA Cycle 2 Plan is attached hereto as **Exhibit A**.

4. The Signatories agree that Liberty shall proceed pursuant to its MEEIA Cycle 2 Application filed herein except as modified by this Agreement, including the below:

a. The Signatories agree the proposed Low Income Weatherization Program shall be

replaced with the Liberty Energy Upgrade Program, as reflected in Exhibit A attached hereto. This program aims to improve the energy performance and safety of homes, reduce energy costs, and support the transition to cleaner, more sustainable energy solutions. The custom energy upgrade offered by the program will be capped at \$30,000 per home.

- b. The earnings opportunity calculation presented in the Company's MEEIA Cycle 2 Application included the incentive spend for the Low Income Weatherization program in the calculation. The Signatories agree that the incentive for the revised low income program, Liberty Energy Upgrade Program, shall not be included in the calculation. The value of the earnings opportunity has been shifted to the Commercial and Industrial rebate program.
- c. The Signatories agree that the benefit cost tests originally presented in Appendix A and Appendix B of the MEEIA Cycle 2 Application are unnecessary, and the Company is not required to report on or present benefit cost information at any time during its MEEIA Cycle 2.
- d. The Company shall participate in the statewide working group dedicated to the Statewide MEEIA Feasibility Study. The Company has not budgeted for participation in this study and is not expected to make a financial contribution to the study.
- e. The Company shall track and report on its MEEIA Cycle 2 progress in accordance with the Commission's MEEIA rule.
- f. Due to the nature of Liberty's MEEIA Cycle 2 programs, collaborative development process, and earnings opportunity mechanism, the Signatories agree that the Company shall not be subject to Evaluation, Measurement and Verification (EM&V) for MEEIA Cycle 2. The Company, however, shall support the statewide EM&V vendor by providing

requested information and in kind support for the process overall. The Company is not required to provide funding for the statewide EM&V process.

g. All lighting measures except lighting controls have been removed from Liberty's MEEIA Cycle 2 Plan. The Signatories agree that long lead projects from MEEIA Cycle 1 that include lighting will be preauthorized to complete by June 30, 2025. The Company agrees that the incentives for lighting controls in the Commercial and Industrial program will be capped at \$25,000.

5. As part of this Agreement, the Signatories stipulate that the MEEIA Cycle 1 requirement for Liberty to report on 2024 activities by April 1, 2025, shall be removed and be replaced with the requirement for reporting for the MEEIA Cycle 1 period of January 1, 2024, to March 31, 2025, to be submitted by June 1, 2025.

6. In conjunction with approval of Liberty's MEEIA Cycle 2 Plan, the Signatories agree there is good cause to grant the waivers/variances requested by the Company in paragraphs 6-8 of the Application and request that the Commission grant the same.

7. The Signatories further agree that the program tariff sheets attached hereto as **Exhibit B** and filed in EFIS on January 31, 2025, under Tracking No. JE-2025-0122, as substituted on March 10, 2025, should be approved by the Commission or allowed to take effect by operation of law, effective April 1, 2025. Note: revised tariff sheets 27 and 27a-1 were withdrawn on March 10, 2025, it being determined that those tariff sheets should remain as currently in effect.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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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ADVOCATES

CERTIFICATE OF SERVICE

I hereby certify that the above document was filed in EFIS on this 10th day of March, 2025, and sent by electronic transmission to all counsel of record.

/s/ Diana C. Carter