#### STATE OF MISSOURI PUBLIC SERVICE COMMISSION

At a session of the Public Service Commission held at its office in Jefferson City on the 26th day of March, 2025.

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

File No. EO-2025-0124 Tracking No. JE-2025-0122

## ORDER SUSPENDING TARIFF AND AUTHORIZING THE PARTIES TO FILE A PROPOSED PROCEDURAL SCHEDULE

Issue Date: March 26, 2025

Effective Date: March 26, 2025

On January 31, 2025, the Empire District Electric Company d/b/a Liberty filed tariff sheets, Tracking No. JE-2025-0122, and an application seeking the Commission's approval to initiate its Missouri Energy Efficiency Investment Act (MEEIA) Cycle 2. Liberty's tariff sheets bear an April 1, 2025, effective date.

Liberty asked to try and resolve its MEEIA Cycle 2 application through settlement. Therefore, no procedural schedule was ordered and the parties jointly submitted a *Global Stipulation and* Agreement (Agreement) on March 10, 2025, as a total resolution of Liberty's MEEIA Cycle 2 application. Liberty also substituted its tariff sheets on March 10, 2025, to reflect the terms of the Agreement.

The Commission discussed the Agreement at its March 19, 2025, Agenda. The Commission did not vote to approve or deny the Agreement at the March 19, 2025, Agenda, but expressed concerns about provisions of the Agreement. The Commission suggested that the parties extend Liberty's' MEEIA Cycle 1 to allow the parties an opportunity to address Commission concerns and possibly submit another MEEIA Cycle 2 stipulation and agreement.

Staff filed a response to the Commission's Agenda discussion in support of the Agreement, and addressed some of the Commission's concerns. Staff also opposed extending MEEIA Cycle 1.

Section 393.150, RSMo, authorizes the Commission to suspend the effective date of proposed tariffs for 120 days beyond when the tariff would take effect. The Commission does not find it appropriate to approve the Agreement at this time. Accordingly, the Commission will suspend the tariff for 120 days.

Commission Rule 20 CSR 4240-20.094(4)(H), requires the Commission to approve, approve with modification, or reject a DSIM application within 120 days of filing (May 31, 2025). However, that deadline may be waived. Therefore, Commission will authorize the parties to file a proposed procedural schedule if they wish to proceed on a Liberty MEEIA Cycle 2.

#### THE COMMISSION ORDERS THAT:

1. The tariff sheets filed by Liberty on February 6, 2025, as substituted March 10, 2025, assigned tariff tracking number JE-2025-0122 are suspended until July 30, 2025.

2. Any proposed procedural schedule shall be filed no later than April 10, 2025.

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3. This order shall be effective when issued.



## BY THE COMMISSION

Nancy Dippell

Nancy Dippell Secretary

Hahn, Ch., Coleman, Kolkmeyer, and Mitchell CC., concur.

Clark, Senior Regulatory Law Judge

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

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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

Case No. EO-2025-0124

#### **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

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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-l 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

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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

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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,

Counsel for Liberty:

<u>/s/ Diana C. Carter</u> Diana C. Carter MBE #50527 The Empire District Electric Company d/b/a Liberty 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:

<u>/s/ Travis J. Pringle</u> **Travis J. Pringle**, MO Bar #71128 Chief Deputy Counsel **Tracy Johnson**, MO Bar #65991 Senior Counsel P.O. Box 360 Jefferson City, MO 65102-0360 (573) 761-5700 (Telephone) (573) 526-1500 (Facsimile) Travis.Pringle@psc.mo.gov

Office of the Public Counsel:

/s/ Nathan Williams Nathan Williams Chief Deputy Public Counsel Missouri Bar No. 35512

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Counsel for Renew Missouri:

#### /s/ Nicole Mers

Nicole Mers, Bar No. 66766 501 Fay Street, Suite 206 Columbia, MO 65201 T:314-308-2729 nicole@renewmo.org

GENERAL COUNSEL FOR RENEW MISSOURI ADVOCATES

#### **CERTIFICATE OF SERVICE**

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

/s/ Diana C. Carter

## **Residential Programs**

### Smart Thermostats

Objective	Raise customer awareness of the benefits of smart thermostats to control energy use in				
	their homes and to connect thermostats to the related demand response program.				
Target Market	Residential customers.				
Description	Customers are eligible to purchase qualifying smart thermostats through the on-line store. Customers that participate receive instant incentives at the point-of-purchase. Incentives will vary depending upon the type of thermostat, manufacturer, and the associated retail cost. Residential customers are also eligible to receive energy advice through an online energy audit tool available at no cost. The evaluation identifies potential energy efficiency upgrades, educates the customer on managing energy consumption, and provides further information on Liberty's other energy efficiency programs. Customers may order recommended thermostats following the completion of an online audit through the online marketplace. The online marketplace will be available to all customers to purchase thermostats regardless of their participation in the online energy audit tool.				
Implementation	<ul> <li>Online Liberty will work with a third-party implementation contractor to: <ul> <li>Design and develop opportunities for customers to participate in the online audit tool, browse the marketplace and purchase qualifying thermostats. Thermostats through the online marketplace will offer instant rebates.</li> <li>Implementation vendor will fulfill online orders, provide customer service and advisory support.</li> <li>Assist with program marketing and outreach.</li> <li>Track and process program performance, sales data and periodically report program activities, progress towards goals, and opportunities for improvement.</li> <li>Create a direct path for participation in the Company's residential demand response program.</li> </ul> </li> <li>Activities will include in the promotion of the marketplace with Liberty specific branding, utility-specific interfaces, efforts to raise awareness of the program, validating customer eligibility and processing incentives.</li> </ul>				
Eligible Measures and Incentives	Measure Online Audit Tool Advanced Thermostat	Incentive range per Unit Unit 2025-2027 N/A N/A Per Unit \$50.00-\$75.00			
Estimated Participation	MeasureTotalOnline Audit Tool5,00Advanced Thermostat9,27	00			

Estimated Savings			
	Net MWh Savings	Net MW Savings	
	Total	Total	
	9,203	1.45	]
Estimated Budget			
	Budget Category	Total	
	Incentives	\$463,500	
	Marketing	77,273	
	Administration	170,000	
	EM&V	-	
	Total	\$710,773	

### Residential Demand Response

Objective	Deliver demand reductions during peak periods through the control of thermostats in customer locations.
Target Market	All single-family residential customers with direct control of their HVAC system.
Description	A direct load control ("DLC") program enabled through Wi-Fi connected thermostats in customers' homes. Liberty will work with various smart thermostat manufacturers and anticipates entry into the program through multiple channels including bring your own device, customer self-install and direct installs for low-income customers. Liberty will partner with a demand response software provider who will remotely call events. An event will be called in coordination with peak demand in SPP. During an event, there may be a consistent change of temperature in a home or cycling a customer's HVAC system to reduce demand. Customers will be compensated during the initial enrollment period and on a periodic basis (seasonally or annually) based on the number of events they participate in. Customers will be allowed to opt out of a single event without impact to their incentive tied to participation.

Implementation Estimated Participation	<ul> <li>Liberty will engage a third-party contractor to implement the program. An implementation contractor will: <ul> <li>Recruit and engage customers to participate in the program.</li> <li>Engage customers once enrolled and provide customer service support.</li> <li>Establish relationships with local contractors to work with the program installing thermostats for qualifying low-income customers. The cost of the thermostats and installation will be shared with the Smart Thermostat program.</li> <li>Process program incentives, including the review and verification of event participation.</li> <li>Track program performance, including customer and contractor participation as well as quality assurance/quality control (QA/QC).</li> <li>Periodically report program progress.</li> </ul> </li> <li>Liberty will work with the implementation contractor to market the program to residential customers. Marketing will focus on informing customers about the availability and benefits of the program and how to participate. Marketing activities will also target qualifying low-income customers.</li> <li>It is important that customers understand the value and implications of participating in the program. For measures installed through the program, Liberty and/or the implementation contractor should conduct QA/QC of a random group of completed installations and contractor(s). The QA/QC process should include verification of the equipment installed and customer satisfaction with the contractor and the program.</li> </ul>				
Estimated Savings Estimated Budget	Enrolled Customers Net MWh Savings Total 0 Budget Category	4,736 Net MW Savings Total 6.81			
	Incentives Marketing Administration EM&V Total	\$309,160 77,273 472,500 - \$858,933			

Income eligible residential customers that own a unit in a 1–3-unit building.	or rent a single-	family residence or reside ir	
Income eligible customers receive free in-home for energy upgrades that support the installation			
<ul> <li>installation of energy efficient improvements de may include but are not limited to: <ul> <li>replacement of electric furnaces that heat pumps</li> <li>replacement of electric water heaters</li> <li>electrical system upgrades to accomm</li> </ul> </li> </ul>	escribed as Custo are 10 years or that are non-fu nodate increased	om Energy Upgrades These older with energy-efficient nctional or leaking I load of a new heat pump	
Liberty will engage with local community qualified income assistance agencies as the primary path for program delivery. Local agencies will have the flexibility to transfer funds between agencies as long as both agencies agree to the transfer of funds and funds are spent efficiently within the regulated timeframe. Liberty will work with the local agency to build awareness of the program across Liberty customers. Customer marketing activities may include, but are not limited to bill inserts,			
website promotion, email blasts, bill messaging	and community	events.	
Measure	Unit	Max Incentive per Unit 2025-2026	
Custom Energy Upgrade	Per home	\$30,000	
	for energy upgrades that support the installation Customers are eligible to receive funding for minor installation of energy efficient improvements defined may include but are not limited to: • replacement of electric furnaces that heat pumps • replacement of electric water heaters • electrical system upgrades to accomm • electrical upgrades to mitigate knob-and • roof replacements Liberty will engage with local community qualifit primary path for program delivery. Local agence between agencies as long as both agencies agree spent efficiently within the regulated timeframe Liberty will work with the local agency to build a customers. Customer marketing activities may in website promotion, email blasts, bill messaging	for energy upgrades that support the installation of energy efficient Customers are eligible to receive funding for minor repairs and up installation of energy efficient improvements described as Custor may include but are not limited to: • replacement of electric furnaces that are 10 years or the heat pumps • replacement of electric water heaters that are non-fu • electrical system upgrades to accommodate increased • electrical upgrades to mitigate knob-and-tube wiring bar • roof replacements Liberty will engage with local community qualified income assiss primary path for program delivery. Local agencies will have the between agencies as long as both agencies agree to the transfer spent efficiently within the regulated timeframe. Liberty will work with the local agency to build awareness of the customers. Customer marketing activities may include, but are website promotion, email blasts, bill messaging and community	

Participation	Measure					
	Measure Total					
	Custom Energy Upgrade				60	
Estimated Savings						
	Net MWh Savings	Net MW S	Savings			
	Total	Tota	al			
	N/A	N/A	1			
Estimated Budget						
	Budget Category	Total				
	Incentives	\$925,068				
	Marketing	71,050				
	Administration	152,250				
	EM&V	-				
	Total	\$1,148,368				

## **Business Programs**

## C&I Demand Response

Objective	Reduce demand of building loads at commercial and industrial customer sites during peak events.			
Target Market	All commercial and industrial customers.			
Description	The active demand response program is a technology agnostic program available to all commercial and industrial customers to reduce building system loads during peak events. Customers taking part in the program may not be on the Company's current curtailment. The program will pay the customer or may work directly with their CSPs for demand reduced during an event. Customers will have the opportunity to select the number of events they are willing to participate in during a calendar year. Events will be called during weekdays, and customers may choose to participate in extended time events.			
Implementation	<ul> <li>Liberty will work with a third-party implementation contractor to assist in implementation and delivery of the program. The implementation contractor will: <ul> <li>Hire and/or provide any training needed for qualified, local individuals to conduct energy evaluations of demand reduction proposals.</li> <li>Educate and recruit customers into the program.</li> <li>Aid in development of program materials including program applications and demand reduction contracts for customers.</li> <li>Execute demand reduction contracts with customers that include the type of load available to be reduced and when the assets are available to be called.</li> <li>Provide customer support including program onboarding, preseason program training, dispatch communication testing, tracking of customer interactions including complaint resolution.</li> <li>Track program performance and periodically report progress towards program goals and opportunities for improvement.</li> </ul> </li> <li>The program will be marketed through Liberty staff, customer communications and the implementation partner. We will also work directly with CSPs engaging with customers in</li> </ul>			
Eligible Measures and Incentives	the market. \$25-75 per MW of reduction			
Estimated Participation	MeasureTotalMW reduction9.411			
Estimated Savings	Net MWh SavingsNet MW SavingsTotalTotal10051.67			

Estimated Budget		
		Total
	Incentives	\$696,414
	Marketing	46,364
	Administration	231,818
	EM&V	-
	Total	\$974,596

## C&I Program

earriogram	
Objective	Promote the installation of energy efficient technologies in all size commercial and industrial businesses. Encourage the purchase and installation of energy efficient equipment by providing incentives to lower the incremental cost.
Target Market	Commercial and industrial customers.
Description	<ul> <li>The program provides incentives to lower the cost of purchasing energy efficient equipment for commercial and industrial facilities. The program consists of prescriptive and custom rebates.</li> <li>Prescriptive. Pre-qualified prescriptive rebates are available for new construction and retrofit projects.</li> <li>Custom. Equipment that does not qualify for a prescriptive rebate will be eligible for a custom rebate. Applications must be pre-approved by Liberty before equipment is purchased and installed.</li> <li>A \$250,000 incentive cap is imposed per facility per program year. However, if funds are still available in the last three months of the program year, the cap may be exceeded.</li> </ul>
Implementation	<ul> <li>Liberty will engage a third-party implementation contractor. The contractor will be responsible for:</li> <li>Processing customer applications for both prescriptive and custom projects, verifying customer and project eligibility (including pre-approval of custom projects), and processing customer rebates.</li> <li>Conducting QA/QC to verify equipment installation.</li> <li>Providing customer service support.</li> <li>Tracking program performance and periodically reporting progress towards program goals and opportunities for improvement.</li> <li>The program will be marketed through partnerships with Liberty trade allies as well as advertisements, email blasts or targeted mailings to customers and contractors, bill inserts, and trade publications. One key barrier to participation is ensuring that enough vendors are properly educated to allow them to actively engage customers. Therefore, Liberty will work closely with trade allies to ensure they understand and promote the program.</li> <li>The measure list and incentive levels may be updated during the program cycle to reflect changes to the market. Incentives will be modified as needed to respond to market prices, with a goal of the incentive being no higher than 50% of the incremental cost. Proper incentives can reduce free ridership while still encouraging customers to participate in the program.</li> </ul>

Eligible Measures and Incentives	Measure	Unit	Incentive per Unit 2025-2026
	Air Cooled Chiller	per unit	\$3,390.00
	Water Cooled Chiller	per unit	\$1,560.00
	Room Air Conditioner (12 EER)	per ton	\$20.00
	CAC <65 kBtu	per ton	\$146.00
	CAC 65<135 kBtu	per ton	\$350.00
	CAC 135<240 kBtu	per ton	\$700.00
	CAC 240<760 kBtu	per ton	\$875.00
	CAC ≥760 kBtu	per ton	\$2,275.00
	Heat Pump <65 kBtu	per ton	\$350.00
	Heat Pump 65<135 kBtu	per ton	\$700.00
	Heat Pump 135<240 kBtu	per ton	\$875.00
	Heat Pump ≥240 kBtu	per ton	\$2,275.00
	Packaged Terminal Air Conditioner	per ton	\$30.00
	Packaged Terminal Heat Pump	per ton	\$30.00
	Guest Room Energy Management	per unit	\$125.00
	Variable Speed Drive - HVAC Pump & Cooling Tower Fans	per unit	\$500.00
	Variable Speed Drive - HVAC Supply & Return Fans	per unit	\$500.00
	Demand Controlled Ventilation	per unit	\$600.00
	ENERGY STAR Steamer	per unit	\$750.00
	ENERGY STAR Dishwasher	per unit	\$30.00
	ENERGY STAR Hot Food Holding Cabinets	per unit	\$500.00
	ENERGY STAR Ice Maker (2018)	per unit	\$30.00
	ENERGY STAR Electric Convection Oven	per unit	\$400.00
	ENERGY STAR Electric Fryer	per unit	\$100.00
	ENERGY STAR Electric Griddle	per unit	\$100.00
	Vending Machine	per unit	\$150.00
	Evaporator Fan Control	per unit	\$87.30
	Strip Curtain for Walk-In Cooler/Freezer	per unit	\$64.39
	Night Covers for Open Refrigerated Display Cases	per unit	\$175.00
	Door Heater Controls (freezers or coolers)	per unit	\$125.00
	Refrigeration Economizer	per unit	\$800.00
	Wall Switch Occupancy Sensor	per unit	\$16.50
	Photocell Occupancy Sensor	per unit	\$16.50
	VFD Fans and Blowers	per unit	\$814.80
	Zero-Loss Condensate Drain	per unit	\$73.20
	Compressed Air Nozzle	per unit	\$12.60
	C&I Custom Rebate	per kWh	\$0.10

	Large C&I Custom Rebate per kWh	\$0.10
	Please note that for planning purposes, average unit sizes assumed in the development of incremental costs, incent Actual implementation may vary.	
Estimated Participation		
raiticipation	Measure	Estimated Quantity 20
	Air Cooled Chiller	6
	Water Cooled Chiller	0
	Room Air Conditioner (12 EER)	381
	CAC <65 kBtu	28
	CAC 65<135 kBtu	40
	CAC 135<240 kBtu	386
	CAC 240<760 kBtu	131
	CAC ≥760 kBtu	
	Heat Pump <65 kBtu	30
	Heat Pump 65<135 kBtu	50
	Heat Pump 135<240 kBtu	4
	Heat Pump ≥240 kBtu	6
	Packaged Terminal Air Conditioner	10
	Packaged Terminal Heat Pump	10
	Guest Room Energy Management	50
	Variable Speed Drive - HVAC Pump & Cooling Tower Fans	0
	Variable Speed Drive - HVAC Supply & Return Fans	0
	Demand Controlled Ventilation	6
	ENERGY STAR Steamer	24
	ENERGY STAR Dishwasher	30
	ENERGY STAR Hot Food Holding Cabinets	30
	ENERGY STAR Ice Maker (2018)	30
	ENERGY STAR Electric Convection Oven	30
	ENERGY STAR Electric Fryer	30
	ENERGY STAR Electric Griddle	30
	Vending Machine	0
	Evaporator Fan Control	21
	Strip Curtain for Walk-In Cooler/Freezer	30
	Night Covers for Open Refrigerated Display Cases	19
	Door Heater Controls (freezers or coolers)	30
	Refrigeration Economizer	4
	Wall Switch Occupancy Sensor	398
	Photocell Occupancy Sensor	201

	VFD Fans and Blowers			20	
	Zero-Loss Condensate Drain			0	
	Compressed Air Nozzle			18	
	C&I Custom Rebate			69	
	Electronically commutated motors (ECM) for walk-in and				
	reach-in coolers / freezers			11	
	Please note that for plannin assumed in the developmen Actual implementation may	t of incremental costs			
Estimated Savings					
	Net MWh Savings	Net MW Savings			
	Total	Total			
	18,253	3.48			
5 ··· · · · · · · ·					
Estimated Budget					
	Budget Category	Total			
	Incentives	\$3,465,366			
	Marketing	50,750			
	Administration	609,000			
	EM&V	-			
	Total	4,125,116			

THE	EMPIRE DISTRICT ELECTRIC COMP	ANY d.b.a. LII	BERTY		Stipulation	Exhibit B
P.S.C	. Mo. No. <u>6</u>	Sec.	A	3rd	Revised Sheet No.	1
Canc	eling P.S.C. Mo. No. <u>6</u>	Sec.	A	2nd	Revised Sheet No.	1
For	ALL TERRITORY					
		TABI	LE OF CON	TENTS		
SECT	ON A – TABLE OF CONTENTS FOR RATE	S AND RIDER	RS			
SECT 1. 2. 3.	ON B – DESCRIPTION OF TERRITORY Territory Maps Description of Missouri Service Territory Territory Maps				SHEET N 16 	JMBER I-15 3-19 27a
SECT 1. 2. 3.	ON 1 – RESIDENTIAL SERVICE Non-Standard Residential Rate Plan, Sche Time Choice Residential Rate Plan, Sched Time Choice Plus Residential Rate Plan, S	ule TC-RG				1 2 3
SECT	ON 2 – GENERAL SERVICE					
1.	Non-Standard General Service Rate Plan,	Schedule NS-C	GS			1 2
2. 3.	Time Choice General Service Rate Plan, S Time Choice Plus General Service Rate Pl	an. Schedule T	FP-GS			2 3
4.	Non-Standard Large General Service Rate	Plan, Schedul	e NS-LG			4
5. 6	Time Choice Large General Service Rate R Non-Standard Small Primary Service Rate	Plan, Schedule				5 6
7	Time Choice Small Primary Service Rate F	Plan, Schedule	TC-SP			7
8.	Large Power Service, Schedule LP					8
9. 10	Transmission Service, Schedule TS					9
10. 11.	Reserved for Future Use Reserved for Future Use				13	)-12 3-14
SECT	ON 3 – SPECIAL SERVICE Municipal Street Lighting Service, Schedul					1
2.	LED Street Lighting Pilot – LED					1b
3.	Private Lighting Service, Schedule PL					2
4.	Special Lighting Service, Schedule LS					3 4
5. 6.	Miscellaneous Service, Schedule MS Credit Action Fees, Schedule CA					4 5
7.	Municipal Street Lighting Service Light Em	ittina Diode. Sc	chedule SPL-I	_ED		6-7
8.	Reserved for Future Use Residential Smart Charge Pilot Program, S					8-9
9. 10.	Residential Smart Charge Pilot Program, Schedule R	Chedule RG-SO	CPP			10 11
11.	Ready Charge Pilot Program, Schedule RC Commercial Electrification Pilot Program, S	Schedule CEPF	>			12
12.	Electric School Bus Pilot Program, Schedu	le ESBPP				13
13. 14.	Non-Road Electrification Pilot Program, Sc Demand Response and Vehicle to Grid Pilot	hedule NREPP				14 15
14.	Demand Response and Venicle to Ghd Fin	St Rales, Scher				15
	ON 4 - RIDERS AND OTHER MISCELLAN					
1. 2.	Special or Excess Facilities, Rider XC					1 2-3
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SECTION 5 - RULES AND REGULATONS

April 1, 2025

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY									
P.S.C. Mo. No.	6	Sec	4	<u>6th</u>	Revised Sheet No. 21				
Canceling P.S.C. Mo. No	6	Sec	4	<u>5th</u>	Revised Sheet No. <u>21</u>				
For <u>ALL TERRITORY</u>									
DEMAND-SIDE INVESTMENT MECHANISM RIDER SCHEDULE DSIM For MEEIA Cycle 2 Plan									

#### **APPLICABILITY**

This rider is applicable to all non-lighting kilowatt-hours (kWh) of energy supplied to customers under the Company's retail rate schedules, excluding kWh of energy supplied to "opt-out" customers. The Demand Side Investment Mechanism (DSIM) Rider will be calculated and applied separately to the following rate classes: (1) Residential Service (NS-RG, TC-RG, TP-RG) and (2) non-Residential Service, which includes: (a) Small General Service (NS-GS, TC-GS and TP-GS), (b) Large General Service (NS-LG and TC-LG), (c) Small Primary Service (NS-SP and TC-SP), (d) Large Power Service (LP) and (e) Transmission Service (TS).

Charges in this DSIM Rider reflect costs associated with implementation of the Missouri Energy Efficiency Investment Act (MEEIA) Cycle 2 Plan and any remaining unrecovered costs from prior MEEIA Cycle Plans or other approved energy efficiency plans. Those costs include:

- Program Costs, Throughput Disincentive (TD), and Earnings Opportunity Award (EO) (if any) for the MEEIA Cycle 2 Plan, as well as Program Costs, TD and EO for commission approved business program projects completed for prior MEEIA Cycle Plans and any earned Earnings Opportunity earned (and ordered) attributable to prior MEEIA Cycle Plans.
- 2) Reconciliations, with interest, to true-up for differences between the revenues billed under this DSIM Rider and total actual monthly amounts for:
  - i. Program Costs incurred in Cycle 2 and/or remaining unrecovered amounts for prior MEEIA Cycle Plans or other approved energy efficiency plans.
  - ii. TD incurred in Cycle 2, and/or remaining unrecovered amounts for prior MEEIA Cycle Plans.
  - iii. Amortization of any Earnings Opportunity Award (EO) ordered by the Missouri Public Service Commission (Commission), and/or remaining true-ups or unrecovered amounts for prior MEEIA Cycle Plans.
- 3) Any Ordered Adjustments. Charges under this DSIM Rider shall continue after the anticipated plan period of MEEIA Cycle 2 until such time as the costs described in items 1) and 2) above have been billed.

Charges arising from the MEEIA Cycle 2 Plan that are the subject of this DSIM Rider shall be reflected in one "DSIM Charge" on customers' bills in combination with any charges arising from a rider that is applicable to post-MEEIA Cycle 2 Plan demand-side management programs approved under the MEEIA. This will include any unrecovered amounts for Program Costs, unrecovered TD from prior MEEIA Cycle Plans, and any Earnings Opportunity, etc. earned / remaining from prior MEEIA Cycle Plans.

#### DEFINITIONS

As used in this DSIM Rider, the following definitions shall apply:

"Cycle 2 Earnings Opportunity" (EO) means the annual incentive ordered by the Commission based on actual incentive spending in the EO table, Application Appendix H in Case No. EO-2025-0124. The Company's EO for Cycle 2 will be \$952,238 if 100% achievement of the planned targets are met. EO is capped at \$ 1,025,691. Potential Earnings Opportunity is described on Sheet No. 1. The Earnings Opportunity outlining the payout rates, weightings, and caps can be found at Sheet No. 1.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY										
P.S.C. Mo. No.	6	Sec	4	4th	Revised Sheet No. 21a					
Canceling P.S.C. Mo. No.	6	Sec	4	<u>3rd</u>	Revised Sheet No. 21a					
For <u>ALL TERRITORY</u>										
DEMAND-SIDE INVESTMENT MECHANISM RIDER SCHEDULE DSIM For MEEIA Cycle 2 Plan										

"Deemed Savings Table" means a list of Measures derived from the Company's TRM or cost effectiveness analysis that quantifies gross energy and demand savings associated with Company-specific Measure parameters where available, as outlined in Application Appendix C to the MEEIA Cycle 2 Plan in Case No. EO-2025-0124.

"Effective Period" (EP) means the billing months for which the approved DSIM is to be effective, i.e., the 21 billing months beginning with the April billing month of 2025 and ending with the December billing month of 2027.

"Evaluation Measurement & Verification" (EM&V) means the performance of studies and activities intended to evaluate the process of the Company's Program delivery and oversight and to estimate and/or verify the estimated actual energy and demand savings, cost effectiveness, and other effects from demand-side Programs

"Incentive" means any consideration provided by the Company, including, but not limited to, buy downs, markdowns, rebates, bill credits, payments to third parties, direct installation, giveaways, and education, which encourages the adoption of Program Measures.

"Measure" means the Energy Efficiency measures described for each program in the Application Appendix C to the MEEIA Cycle 2 Plan in Case No. EO-2025-0124.

"MEEIA Cycle 2 Plan" consists of the demand-side programs and the DSIM described in the MEEIA Cycle 2 Filing, which became effective following Commission order and approval of the MEEIA Cycle 2 Plan under EO-2025-0124.

"Programs" means MEEIA Cycle 2 programs listed in Tariff Sheet Nos. 29 through 29I and added in accordance with the Commission's rule 20 CSR 4240-20.094(4).

"Program Costs" means any prudently incurred program expenditures, including such items as program planning, program design; administration; delivery; end-use measures and incentive payments; advertising expense; evaluation, measurement, and verification; market potential studies; and work on a statewide initiatives.

"Short-Term Borrowing Rate" means a rate equal to the weighted average interest paid on the Company's short-term debt during the month.

"Throughput Disincentive" (TD) means the utility's lost margins associated with the successful implementation of the MEEIA programs. The detailed methodology for calculating the TD is described beginning in Tariff Sheet No.21c.

"TRM" means the Technical Resource Manuals utilized to estimate the savings for the measures included in the DSM portfolio.

#### **DETERMINATION OF DSIM RATES**

The DSIM during the applicable EP is a dollar per kWh rate for each applicable Service Classification calculated as follows:

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY									
P.S.C. Mo. No.	6	Sec	4	4th	Revised Sheet No. <u>21b</u>				
Canceling P.S.C. Mo. No.	6	Sec	4	<u>3rd</u>	Revised Sheet No. <u>21b</u>				
For ALL TERRITORY									
DEMAND-SIDE INVESTMENT MECHANISM RIDER SCHEDULE DSIM For MEEIA Cycle 2 Plan									

#### DSIM = [NPC + NTD + NEO + NOA] / PE

Where:

NPC = Net Program Costs for the applicable EP as defined below,

NPC = PPC + PCR

- PPC = Projected Program Costs is an amount equal to Program Costs projected by the Company to be incurred during the applicable EP.
- PCR = Program Costs Reconciliation is equal to the cumulative difference, if any, between the NPC revenues billed resulting from the application of the DSIM through the end of the previous EP and the actual Program Costs incurred through the end of the previous EP (which will reflect projections through the end of the previous EP due to timing of adjustments). Such amounts shall include monthly interest on cumulative over- or under-balances at the Company's monthly Short-Term Borrowing Rate.
- NTD = Net Throughput Disincentive for the applicable EP as defined below,

- PTD = Projected Throughput Disincentive is the Company's TD projected by the Company to be incurred during the applicable EP. For the detailed method for calculating the TD, see The MEEIA Cycle 2 Plan.
- TDR = Throughput Disincentive Reconciliation is equal to the cumulative difference, if any, between the NTD revenues billed during the previous EP resulting from the application of the DSIM and the Company's TD through the end of the previous EP calculated pursuant to the MEEIA Cycle 2 application, as applicable (which will reflect projections through the end of the previous EP due to timing of adjustments). Such amounts shall include monthly interest on cumulative over- or under- balances at the Company's monthly Short-Term Borrowing Rate.
- NEO = Net Earnings Opportunity for the applicable EP as defined below,

- EO = Earnings Opportunity is equal to the Earnings Opportunity Award monthly amortization multiplied by the number of billing months in the applicable EP, plus the succeeding EP. MEEIA Cycle 2 monthly amortization shall be determined by dividing the Earnings Opportunity Award by the number of billing months from the billing month of the first DSIM after the determination of the annual Earnings Opportunity Award and 12 calendar months following that first billing month.
- EOR = Earnings Opportunity Reconciliation is equal to the cumulative difference, if any, between the NEO revenues billed during the previous EP resulting from the application of the DSIM and the monthly amortization of the EO Award through the end of the previous EP (which will reflect projections through the end of the previous EP due to timing of adjustments). Such amounts shall include monthly interest on cumulative over- or under- balances at the Company's monthly Short-Term Borrowing Rate.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY									
P.S.C. Mo. No.	6	Sec	4	5th	Revised Sheet No. 21c				
Canceling P.S.C. Mo. No.	6	Sec	_4	4th	Revised Sheet No. 21c				
For <u>ALL TERRITORY</u>									
DEMAND-SIDE INVESTMENT MECHANISM RIDER SCHEDULE DSIM For MEEIA Cycle 2 Plan									

NOA = Net Ordered Adjustment for the applicable EP as defined below,

NOA = OA + OAR

- OA = Ordered Adjustment is the amount of any adjustment to the DSIM ordered by the Commission as a result of prudence reviews and/or corrections under this Rider DSIM. Such amounts shall include monthly interest at the Company's monthly short-term borrowing rate.
- OAR = Ordered Adjustment Reconciliation is equal to the cumulative difference, if any, between the NOA revenues billed during the previous EP resulting from the application of the DSIM and the actual OA ordered by the Commission through the end of the previous EP (which will reflect projections through the end of the previous EP due to timing of adjustments). Such amounts shall include monthly interest on cumulative over- or under-balances at the Company's monthly Short-Term Borrowing Rate.
- PE = Projected Energy, in kWh, forecasted to be delivered to the customers to which the Rider DSIM applies during the applicable EP.

The DSIM components and total DSIM applicable to the individual Service Classifications shall be rounded to the nearest \$0.00001.

Allocation of MEEIA Cycle 2 Program Costs, TD and EO for each rate schedule for the MEEIA Cycle 2 Plan will be allocated as outlined in EO-2025-0124.

This Rider DSIM shall not be applicable to customers that have satisfied the opt-out provisions contained in Section 393.1075.7, RSMo or the low-income exemption provisions described herein.

#### CALCULATION OF TD:

Monthly Throughput Disincentive = the sum of the Throughput Disincentive Calculation for all programs applicable to (1) Residential Service (NS-RG, TC-RG, TP-RG): (2) Small General Service (NS-GS, TC-GS and TP-GS), (3) Large General Service (NS-LG and TC-LG), (4) Small Primary Service (NS-SP and TC-SP); (5) Large Power Service (LP); and (6) Transmission Service (TS).

The TD for each Service Classification shall be determined by the following formula:

#### TD = [MS x TBR x NTGF]

Where:

- TD = Throughput Disincentive, in dollars, to be collected for a given month, for a given Service Classification.
- MS = Monthly Savings, is the sum of all Programs' monthly savings, in kWh, for a given month, for a given Service Classification.
- TBR = Tail Block Rate less the Base Factor. Applicable monthly Tail Block Rate for each applicable Service Classification less the Base Factor embedded in the Tail Block Rate as reported in the Fuel and Purchase Power Adjustment Clause.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY										
P.S.C. Mo. No.	6	Sec	4	<u>5th</u>	Revised Sheet No. 21d					
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For <u>ALL TERRITORY</u>										
DEMAND-SIDE INVESTMENT MECHANISM RIDER SCHEDULE DSIM For MEEIA Cycle 2 Plan										

- NTGF = Net-To-Gross Factor. For the EP, all TD calculations will assume a NTGF of 0.825 for residential and 0.7 for non-residential until such time as a NTGF is determined through EM&V for that EP. Thereafter, for each given EP, the NTGF determined through EM&V will be used prospectively starting with the month in which the Earnings Opportunity Award is determined.
- MS = The sum of all Programs' Monthly Savings in kWh, for a given month, for a given class. The Monthly Savings in kWh for each Program shall be determined by the formula:

#### $MS = (MAS_{CM} + CAS_{PM} - RB) \times LS + HER$

- RB = Rebasing Adjustment. The Rebasing Adjustment shall equal the CAS applicable as of the date used for the MEEIA normalization in any general rate case resulting in new rates becoming effective during the accrual and collection of TD\$ pursuant to MEEIA Cycle 2. In the event more than one general rate case resulting in new rates becoming effective during the accrual and collection of TD\$ pursuant to MEEIA Cycle 2. In the event more than one general rate case resulting in new rates becoming effective during the accrual and collection of TD\$ pursuant to MEEIA Cycle 2, the Rebasing Adjustment shall include each and every prior Rebasing Adjustment calculation.
- LS = Load Shape. The Load Shape is the monthly load shape percent for each program.
- MC = Measure Count. Measure Count, for a given month, for a given class, for each measure is the number of each measure installed in the current calendar month.
- ME = Measure Energy. Measure Energy will be determined as follows, for each Measure:
  - i. For Measures not listed under those programs listed in Liberty's MEEIA Cycle 2 Plan, the ME is the annual total of normalized savings for each measure at customer meter per measure defined in the TRM or in the cost-effectiveness analysis.
  - ii. For Measures in MEEIA Cycle 2 programs, the ME will be the annual value attributable to the installations reported monthly by the program implementer.
- MAS = The sum of MC multiplied by ME for all measures in a program in the current calendar month.
- CAS = Cumulative sum of MAS for each program for MEEIA Cycle 2.
- CM = Current Calendar month
- PM = Prior calendar month
- HER = Monthly kWh savings for the Home Energy Reports and Income-Eligible Home Energy Reports programs measured and reported monthly by the program implementer.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY									
P.S.C. Mo. No.	6	Sec	4	6th	Revised Sheet No. 21e				
Canceling P.S.C. Mo. No.	6	Sec	4	5th	Revised Sheet No. 21e				
For <u>ALL TERRITORY</u>									
DEMAND-SIDE INVESTMENT MECHANISM RIDER SCHEDULE DSIM For MEEIA Cycle 2 Plan									

#### EARNINGS OPPORTUNITY AWARD DETERMINATION

The MEEIA Cycle 2 EO Award shall be calculated using the matrix in the MEEIA Cycle 2 Plan. The cumulative EO will not go below \$0. The EO target at 100% is \$ \$952,238. The EO cannot go above \$1,025,691. The cap is based on current program levels. If Commission-approved new programs are added during the EP and any program plan modifications through 2027, the Company may seek Commission approval to have the targets for the cap of the EO scale proportionately to the spending and participation targets.

#### **FILING**

After the initial DSIM Rider rate adjustment filing, the Company shall make a DSIM Rider rate adjustment filing at least annually under the Term of this MEEIA Rider. DSIM Rider rate adjustment filings shall be made at least sixty (60) days prior to their effective dates.

#### PRUDENCE REVIEWS

A prudence review shall be conducted no less frequently than at twenty-four (24) month intervals in accordance with 20 CSR 4240-20.093(11). Any costs, which are determined by the Commission to have been imprudently incurred or incurred in violation of the terms of this DSIM Rider, shall be returned to customers through an adjustment in the next DSIM Rider rate adjustment filing and reflected in factor OA above.

#### **DISCONTINUING THE DSIM**

The Company reserves the right to discontinue the entire MEEIA Cycle 2 portfolio, if the Company determines that implementation of such programs is no longer reasonable due to changed factors or circumstances that have materially and negatively impacted the economic viability of such programs as determined by the Company, upon no less than thirty days' notice to the Commission. As a result of these changes, the Company may file to discontinue this DSIM. Similar to Program discontinuance, the Company would file a notice indicating that it is discontinuing the DSIM Rider. This notice would include a methodology for recovery of any unrecovered Program Costs, TD and EO.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY										
P.S.C. Mo. No.	6	Sec	4	7th	Revised Sheet No. 21f					
Canceling P.S.C. Mo. No.	6	Sec	4	6th	Revised Sheet No. 21f					
For <u>ALL TERRITORY</u>										
DEMAND-SIDE INVESTMENT MECHANISM RIDER SCHEDULE DSIM For MEEIA Cycle 2 Plan										

#### DEMAND SIDE INVESTMENT MECHANISM CHARGE

As approved in Commission Case No. EO-2025-0124, MEEIA Cycle 2 Filing.

MEEIA DSIM Components (MEEIA Cycle 2 Plan)									
Service Class	NPC/PE (\$/kWh)	NTD/PE (\$/kWh)	NEO/PE (\$/kWh)	NOA/PE (\$/kWh)	Total DSIM (\$/kWh)				
Residential Service	\$0.00032	\$0.00050	\$.00005	-	\$0.00087				
Non-Residential Service	\$0.00177	\$0.00090	\$.00005	-	\$0.00272				

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY									
P.S.C. Mo. No.	6	Sec.	4		Original Sheet No. <u>29</u>				
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For <u>ALL TERRITC</u>	IRY								
PROMOTIONAL PRACTICES SCHEDULE PRO Program Descriptions for MEEIA Cycle 2 Plan									

### A. Residential Smart Thermostats

### PURPOSE:

The Residential Smart Thermostats program is designed to raise customer awareness of the benefits of smart thermostats to control energy use in their homes and to connect thermostats to the related demand response program. The Empire District Electric Company's (Company) participation in such financial incentives is limited to the amount approved by the Missouri Public Service Commission in Case No. EO-2025-0124.

#### **DEFINITIONS:**

Administrator – The Company will align itself with a third-party implementation vendor, which will also contribute to marketing and outreach.

Eligible Participant – Residential electric retail customer in rate schedule NS-RG, TC-RG or TP-RG.

Funds – The 2025 - 2027 budget for this program, as ordered in Case No. EO-2025-0124, is \$710,773.

Program Period – As approved in EO-2025-0124, the program will be administered through the year 2027, or until superseded by a new MEEIA portfolio.

Measures – Empire will offer instant rebates on qualifying thermostats through an on-line marketplace.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY									
P.S.C. Mo. No.	6	Sec.	4		Original Sheet No. 29a				
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For <u>ALL TERRITOR</u>	Υ								
PROMOTIONAL PRACTICES SCHEDULE PRO Program Descriptions for MEEIA Cycle 2 Plan									

#### **DESCRIPTIONS:**

Customers are eligible to purchase qualifying smart thermostats through the on-line marketplace. Customers that participate receive instant incentives at the point-of-purchase. Incentives will vary depending upon the type of thermostat, manufacturer, and the associated retail cost.

Residential customers are also eligible to receive energy advice through an online energy audit tool available at no cost. The evaluation identifies potential energy efficiency upgrades, educates the customer on managing energy consumption, and provides further information on Liberty's other energy efficiency programs. Customers may order recommended thermostats following the completion of an online audit through the online marketplace. The online marketplace will be available to all customers to purchase thermostats regardless of their participation in the online energy audit tool.

#### **TERMS & CONDITIONS:**

Liberty and/or a contractor acting on the Company's behalf may conduct desktop or field-based QA/QC on a random selection of completed energy efficiency projects. The QA/QC process may include verification of purchase and/or installation of any equipment/measures that receive incentives through the program. The QA/QC process does not constitute an inspection for proper installation except where the installation impacts the effectiveness or efficiency of the measure in question. Customers and building owners who participate in this program may participate in other programs, if qualified.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY										
P.S.C. Mo. No.	6	Sec.	4		Original Sheet No. 29b					
Canceling P.S.C. Mo. No.		Sec.			Revised Sheet No					
For <u>ALL TERRITC</u>	RY									
SCHEDULE PRO Program Descriptions for MEEIA Cycle 2 Plan										

### B. Residential Demand Response Program

### PURPOSE:

The Residential Demand Response Program ("Program") is designed to deliver demand reductions during peak periods through the control of thermostats in customer locations. The Empire District Electric Company's (Company) participation in such financial incentives is limited to the amount approved by the Missouri Public Service Commission in Case No. EO-2025-0124.

#### **DEFINITIONS:**

Administrator – The Company will align itself with a third-party implementation vendor, which will also contribute to marketing and outreach.

Eligible Participant – Single family residential electric retail customer in rate schedule NS-RG, TC-RG or TP-RG.

Funds – The 2025 - 2027 budget for this program, as ordered in Case No. EO-2025-0124, is \$858,933.

Program Period – As approved in EO-2025-0124 the program will be administered through the year 2027, or until superseded by a new MEEIA portfolio.

Measures – Liberty will offer incentives to customers who enroll in the program and participate in qualifying events.

#### **DESCRIPTION:**

A direct load control ("DLC") program enabled through Wi-Fi connected thermostats in customers' homes. Liberty will work with various smart thermostat manufacturers and anticipates entry into the program through multiple channels including bring your own device, customer self-install and direct installs for low-income customers. Liberty will partner with a demand response software provider who will remotely call events. An event will be called in coordination with peak demand in SPP. During an event, there may be a consistent change of temperature in a home or cycling a customer's HVAC system to reduce demand. Customers will be compensated during the initial enrollment period and on a periodic basis (seasonally or annually) based on the number of events they participate in. Customers will be allowed to opt out of a single event without impact to their incentive tied to participation.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY								
P.S.C. Mo. No.	6	Sec.	4		Original Sheet No. 29c			
Canceling P.S.C. Mo. No.		Sec.			Revised Sheet No			
For <u>ALL TERRITO</u>	PRY							
PROMOTIONAL PRACTICES SCHEDULE PRO Program Descriptions for MEEIA Cycle 2 Plan								

### DELIVERY:

The Company will deliver the Program with the aid of a program administrator, with whom it will deliver the program according to a contract.

### **TERMS AND CONDITIONS:**

Liberty and/or a contractor acting on the Company's behalf may conduct desktop or field-based QA/QC on a random selection of completed energy efficiency projects. The QA/QC process may include verification of purchase and/or installation of any equipment/measures that receive incentives through the program. The QA/QC process does not constitute an inspection for proper installation except where the installation impacts the effectiveness or efficiency of the measure in question. Customers who participate in this program may participate in other programs, if qualified.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY								
P.S.C. Mo. No.	6	Sec.	4	<u> </u>	Original Sheet No. 29d			
Canceling P.S.C. Mo. No.		Sec.			Revised Sheet No			
PROMOTIONAL PRACTICES SCHEDULE PRO Program Descriptions for MEEIA Cycle 2 Plan								

### C. Liberty Energy Upgrade Program

### PURPOSE:

The Liberty Energy Upgrade Program (Program) is designed to support the delivery of longterm energy savings and bill reductions to eligible customers in single family and multi-family dwellings of 1-3 units through the direct installation of custom energy upgrades necessary to support the proper installation of efficiency measures.

#### **DEFINITIONS:**

Administrator – The Company will align itself with a third-party implementation vendor, which will also contribute to marketing and outreach.

Eligible Participant – Income eligible residential customers that own or rent a single-family residence or reside in a unit in a 1–3-unit building being served by the Company in rate schedule NS-RG, TC-RG, and TP-RG.

Funds – The 2025 - 2026 budget for this program, as ordered in Case No. EO-2025-0124, is \$1,148,368.

Program Period – As approved in EO-2025-0124, the program will be administered through the year 2026, or until superseded by a new MEEIA portfolio.

Measures – Eligible measures are included but not limited to replacement of electric furnaces that are 10 years or older with energy-efficient heat pumps, replacement of electric water heaters that are non-functional or leaking, electrical system upgrades to accommodate increased load of a new heat pump and electrical upgrades to mitigate knob-and-tube wiring.

#### **DESCRIPTION:**

Income eligible customers receive free in-home evaluations, customized recommendations for energy efficient measure upgrades and direct installation of energy upgrades at no cost.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY									
P.S.C. Mo. No.	6	Sec.	4		Original Sheet No. 29e				
Canceling P.S.C. Mo. No.		Sec.			Revised Sheet No.				
For <u>ALL TERRITO</u>	DRY								
PROMOTIONAL PRACTICES									
SCHEDULE PRO Program Descriptions for MEEIA Cycle 2 Plan									

### DELIVERY:

Liberty will engage with local community qualified income assistance agencies as the primary path for program delivery.

### TERMS & CONDITIONS:

Liberty and/or a contractor acting on the Company's behalf may conduct desktop or field-based QA/QC on a random selection of completed energy efficiency projects. The QA/QC process may include verification of purchase and/or installation of any equipment/measures that receive incentives through the program. The QA/QC process does not constitute an inspection for proper installation except where the installation impacts the effectiveness or efficiency of the measure in question. Customers and building owners who participate in this program may participate in other programs, if qualified.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY								
P.S.C. Mo. No.	6	Sec.	4		Original Sheet No. <u>29f</u>			
Canceling P.S.C. Mo. No.		Sec.			Revised Sheet No			
For <u>ALL TERRITC</u>	RY							
PROMOTIONAL PRACTICES								
SCHEDULE PRO Program Descriptions for MEEIA Cycle 2 Plan								

### D. C&I Demand Response Program

### PURPOSE:

The C&I Demand Response Program facilitates the reduction of demand of building loads at commercial and industrial customer sites during peak events. The Empire District Electric Company's (Company) participation in such financial incentives is limited to the amount approved by the Missouri Public Service Commission in Case No. EO-2025-0124.

#### **DEFINITIONS:**

Administrator – The Company will align itself with a third-party implementation vendor, which will also contribute to marketing and outreach.

Eligible Participant –. Nonresidential electric customers or owners of newly-constructed or existing nonresidential property who are being served under nonresidential rate plans: NS-GS, TC-GS, TP-GS, NS-LG, TC-LG, NS-SP, TC-SP, or LP, and are not on a current voluntary interruptible tariff with the Company.

Funds – The 2025 - 2027 budget for this program, as ordered in Case No. EO-2025-0124, is \$974,596.

Program Period – As approved in EO-2025-0124 the program will be administered through the year 2027, or until superseded by a new MEEIA portfolio.

#### Measures - Incentives.

Liberty will offer incentives to customers who enroll in the program and participate in qualifying events.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY									
P.S.C. Mo. No.	6	Sec.	4		Original Sheet No. 29g				
Canceling P.S.C. Mo. No.		Sec.			Revised Sheet No.				
For <u>ALL TERRITO</u>	DRY								
PROMOTIONAL PRACTICES									
SCHEDULE PRO									
	Program Descriptions for MEEIA Cycle 2 Plan								

#### **DESCRIPTIONS:**

The active demand response program is a technology agnostic program available to all commercial and industrial customers to reduce building system loads during peak events. Customers taking part in the program may not be on the Company's current curtailment.

The program will pay the customer or may work directly with their CSPs for demand reduced during an event. Customers will have the opportunity to select the number of events they are willing to participate in during a calendar year. Events will be called during weekdays, and customers may choose to participate in extended time events.

#### DELIVERY:

Liberty will work with a third-party implementation contractor to assist in the implementation and delivery of the program.

#### TERMS & CONDITIONS:

Liberty and/or a contractor acting on the Company's behalf may conduct desktop or field-based QA/QC on a random selection of completed energy efficiency projects. The QA/QC process may include verification of purchase and/or installation of any equipment/measures that receive incentives through the program. The QA/QC process does not constitute an inspection for proper installation except where the installation impacts the effectiveness or efficiency of the measure in question. Customers and building owners who participate in this program may participate in other programs, if qualified.

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PROMOTIONAL PRACTICES SCHEDULE PRO Program Descriptions for MEEIA Cycle 2 Plan							
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### E. Commercial and Industrial ("C&I") Rebate Program

### PURPOSE:

The C&I Rebate Program is designed to encourage the efficient use of energy by providing rebates to cover a portion of the costs associated with the purchase and installation of energy efficient equipment in commercial and industrial facilities. Empire District Electric Company's (Company) participation in such financial incentives is limited to the amount approved by the Missouri Public Service Commission in Case No. EO-2025-0124.

#### **DEFINITIONS:**

Administrator – The Company will align itself with a third-party implementation vendor, which will also contribute to marketing and outreach.

Eligible Participant – Nonresidential electric customers or owners of newly-constructed or existing nonresidential property who are being served under nonresidential rate plans NS-GS, TC-GS, TP-GS, NS-LG, TC-LG, NS-SP, TC-SP, LP, or TS and have not opted out of participation in the program under Missouri Public Service Commission Rule 20 CSR 4240-20.094(7)(A).

Funds – The 2025 - 2026 budget for this program, as ordered in Case No. EO-2025-0124, is \$4,125,116.

Program Period – As approved in Case No. EO-2025-0124, the program will be administered through the year 2026, or until superseded by a new MEEIA portfolio.

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY									
P.S.C. Mo. No.	6	Sec.	4		Original Sheet No. 29i				
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For <u>ALL TERRITC</u>	RY								
PROMOTIONAL PRACTICES									
SCHEDULE PRO Program Descriptions for MEEIA Cycle 2 Plan									

#### **DESCRIPTIONS:**

The program provides incentives to encourage the purchasing of energy efficient equipment at commercial and industrial facilities. The program consists of prescriptive and custom rebates.

Prescriptive – Pre-qualified prescriptive rebates are available for new construction and retrofit projects. A complete list of prescriptive measures and their projected incentives can be found in Application Appendix C of Empire's MEEIA Cycle II Filing, made in Case No. EO-2025-0124. Liberty may adjust measures and incentive amounts during the program cycle based on customer participation, market conditions, budget restrictions or other limiting factors.

Custom – Equipment that does not qualify for a prescriptive rebate will be eligible for a custom rebate. Applications must be pre-approved by Empire before equipment is purchased and installed. A \$250,000 incentive cap is imposed per facility per program year. However, if funds are still available in the last three months of the program year, the cap may be exceeded.

### **TERMS & CONDITIONS:**

Liberty and/or a contractor acting on the Company's behalf may conduct desktop or field-based QA/QC on a random selection of completed energy efficiency projects. The QA/QC process may include verification of purchase and/or installation of any equipment/measures that receive incentives through the program. The QA/QC process does not constitute an inspection for proper installation except where the installation impacts the effectiveness or efficiency of the measure in question. Customers and building owners who participate in this program may participate in other programs, if qualified.

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 26<sup>th</sup> day of March 2025.



Wy Dippell

Nancy Dippell Secretary

# MISSOURI PUBLIC SERVICE COMMISSION March 26, 2025

#### File/Case No. EO-2025-0124

#### **MO PSC Staff**

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#### **Renew Missouri** Nicole Mers 915 Ash Street Columbia, MO 65201 nicole@renewmo.org

Enclosed find a certified copy of an Order or Notice issued in the above-referenced matter(s).

Sincerely,

Nancy Dippell

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.