

*Exhibit:*  
*Issue(s):* Revenue, Other Revenue  
Issues  
*Witness:* Randall T. Jennings  
*Sponsoring Party:* MoPSC Staff  
*Type of Exhibit:* Rebuttal Testimony  
*Case No.:* ER-2024-0261  
*Date Testimony Prepared:* August 18, 2025

**MISSOURI PUBLIC SERVICE COMMISSION**

**INDUSTRY ANALYSIS DIVISION**

**TARIFF/RATE DESIGN DEPARTMENT**

**REBUTTAL TESTIMONY**

**OF**

**RANDALL T. JENNINGS**

**THE EMPIRE DISTRICT ELECTRIC COMPANY,  
d/b/a Liberty**

**CASE NO. ER-2024-0261**

*Jefferson City, Missouri  
August 2025*

1 **REBUTTAL TESTIMONY**

2 **OF**

3 **RANDALL T. JENNINGS**

4 **THE EMPIRE DISTRICT ELECTRIC COMPANY,**  
5 **d/b/a Liberty**

6 **CASE NO. ER-2024-0261**

7 Q. Please state your name and business address.

8 A. My name is Randall T. Jennings, 200 Madison Street, Jefferson City,  
9 Missouri 65101.

10 Q. Are you the same Randall T. Jennings who previously filed testimony in  
11 this case?

12 A. Yes, I am.

13 **TRANSMISSION SERVICE (“TS”) INTERRUPTIBLE CREDIT**

14 Q. What is the purpose of your rebuttal testimony?

15 A. The purpose of my rebuttal testimony is to address the direct testimony of  
16 Midwest Energy Consumers Group (“MECG”) witness Kavita Maini and her recommended  
17 increase to the interruptible credit for Schedule TS or Transmission Service rate.

18 Q. How much total interruptible load does Empire currently have with  
19 its customers?

20 A. Empire currently has agreements with “interruptible” customers allowing for a  
21 total of \*\* [REDACTED] \*\* of service.<sup>1</sup> This amount of interruptible service is also included in

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<sup>1</sup> Company response to MECG Data Request 0001.14.

1 Empire's load and capability forecast for 2025-2026,<sup>2</sup> which allows Empire to reduce its  
2 Southwest Power Pool ("SPP") capacity responsibility.

3 Q. How much of the total interruptible load is attributable to the TS customer, and  
4 how much is the TS customer currently being compensated for the possibility of having its  
5 service interrupted or curtailed?

6 A. The TS customer accounts for \*\* [REDACTED] \*\* of Empire's contractual  
7 interruptible load.<sup>3</sup> In accordance with the TS Schedule, the customer is currently receiving an  
8 Interruptible Credit each month regardless of whether or not the service is interrupted/curtailed  
9 and regardless of how many times during that month the service is interrupted/curtailed.<sup>4</sup>  
10 Billing information from Empire indicates the TS customer's "Interruptible Credit" is being  
11 calculated by multiplying \*\* [REDACTED] \*\* kW by a rate of \*\* [REDACTED] \*\* per kW, resulting in an  
12 Interruptible Credit of \*\* [REDACTED] \*\* each month.<sup>5</sup>

13 Q. Are there limits to the amounts of interruption or curtailment for customers in  
14 the TS rate class?

15 A. Yes. Section 2, 1<sup>st</sup> Revised Sheet No. 9 states that "The cumulative hours of  
16 curtailment per Customer shall not exceed one hundred (100) hours during any contract year."  
17 It also states that there shall be no more than 13 curtailment events per year, that each event  
18 shall be no less than two hours and no more than eight consecutive hours per event, and that  
19 there shall be no more than one occurrence per day unless needed to address a system reliability  
20 event. Assuming a year consists of 2,016 working hours (8 hours per day for an average of 252

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<sup>2</sup> Company response to MEGC Data Request 0002.3.

<sup>3</sup> Company response to MEGC Data Request 0001.14.

<sup>4</sup> P.S.C. Mo. No. 6, Sec. 2, Tariff Sheets 9 through 9b.

<sup>5</sup> Company response to Metering Adjustments 10-2022 – 03-2024.

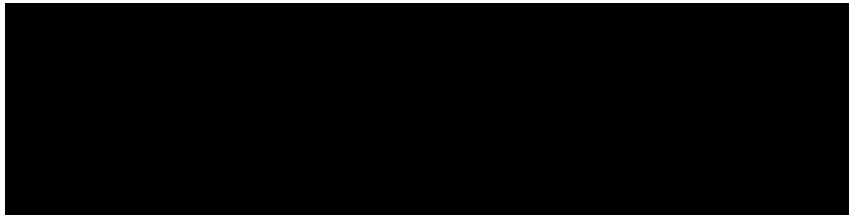
Rebuttal Testimony of  
Randall T. Jennings

1 working days per year), the tariff stipulates that the TS customer's service can be interrupted  
2 less than 5.00% of its working hours.

3 Q. How many interruptions/curtailments of service has the TS customer incurred?

4 A. From January 2024 through May of 2025, the TS customer was requested to  
5 have its service interrupted/curtailed \*\* [REDACTED] \*\* times:<sup>6</sup>

6 \*\*



7 \*\*

8 Q. If Empire had been forced to purchase power from SPP for those dates instead  
9 of having the TS customer interrupt/curtail its service, how much would Empire have paid?

10 A. Assuming the customer was interrupted/curtailed the maximum number of  
11 consecutive hours (eight) each date, and those consecutive hours were during the highest pricing  
12 period for each date, based on day ahead pricing data obtained by Staff, Empire would have  
13 had to pay \*\* [REDACTED] \*\*. <sup>7</sup>

14 Q. How much interruptible credit did Empire give the TS customer during the same  
15 time frame?

16 A. For the 17 month period listed, Empire gave the TS customer  
17 \*\* [REDACTED] \*\* in interruptible credits.

18 Q. Paying \*\* [REDACTED] \*\* in credits to avoid \*\* [REDACTED] \*\* in energy cost seems  
19 like a bad deal for Empire. What does Empire gain through this arrangement?

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<sup>6</sup> Company response to MECG Data Request 0001.14.

<sup>7</sup> See "Jennings Interruptible Credit Work Paper – Confidential.xlsx"

Rebuttal Testimony of  
Randall T. Jennings

1 A. By entering into a contract with interruptible customers, Empire is able to reduce  
2 its SPP resource adequacy requirement (“PRM”), thereby, reducing the amount of firm capacity  
3 it needs.

4 Q. What is the value of firm capacity in SPP?

5 A. According to SPP, the Cost of New Entry (“CONE”) is currently \$85.61 per  
6 kW-year, or \$7.13 per kW-month. CONE represents the estimated annual cost of building a  
7 new natural gas generation facility.<sup>8</sup>

8 Q. Is the payment of interruptible credits more cost efficient for Empire?

9 A. For the limited time frame examined, it is not cost efficient on the basis of energy  
10 reductions during that time period.<sup>9</sup> However, since the interruptible credit rate is less than  
11 CONE, these credits do provide Empire value, in that they help Empire avoid building new or  
12 purchasing additional capacity.

13 Q. On Page 32, Lines 11 through 13, of Ms. Maini’s direct testimony, she states  
14 that TS customers, by being provided interruptible service, are given interruptible credits and  
15 emphasizes that it is not a discount, but rather a credit as compensation for forgoing firm service  
16 and being available for curtailment. Do you agree?

17 A. No. Empire stated that in the past 17 months, the TS customer has had its service  
18 interrupted or curtailed \*\* [REDACTED] \*\* times.<sup>10</sup> The fact that the one customer in the TS rate class  
19 has had its service interrupted \*\* [REDACTED] \*\* of the business days over a 17 month

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<sup>8</sup> Resource Adequacy - Southwest Power Pool, Attachment AA. (<https://www.spp.org/engineering/resource-adequacy/>)

<sup>9</sup> Staff recognizes that there may be physical reasons beyond reductions in energy purchases to have an interruptible rate.

<sup>10</sup> Company response to MECG Data Request 0001.14.

1 span, indicates that while it is possible the customer could have its service interrupted, the odds  
2 are not likely it will happen, and any credits received is more akin to a discount.

3 Q. Witness Maini states, “Customers opt for an inferior service and agree to  
4 curtailments in order to manage their power costs. It is a business decision that considers the  
5 trade-off between shutting down certain processes and forgoing revenue against the  
6 compensation received for providing the interruptible service. Therefore, if the compensation  
7 is not adequate, it undermines the success of the interruptible schedule.” Do you agree?

8 A. No. The TS customer receives an “Interruption Credit” each month regardless  
9 of how many times during that month the customer incurs an interruption or curtailment, or the  
10 level of curtailment actually realized (see table above). Currently, the TS customer is receiving  
11 \*\* [REDACTED] \*\* per month. As I previously noted, the TS customer has only encountered  
12 interruptions in service on \*\* [REDACTED] \*\* of the business days from January 1, 2024, through  
13 May 31, 2025. In Staff’s opinion, the current rate more than adequately compensates  
14 interruptible customers for inconvenience of curtailment.

15 Q. Would Empire suffer any harm if it failed to meet its PRM?

16 A. If it failed to meet its required level of capacity, Empire would incur a penalty  
17 and be required to make a subsequent payment to SPP. The Deficiency Payment is calculated  
18 by multiplying the Deficient Capacity by the product of CONE and the CONE Factor. The  
19 CONE Factor is currently a range of values between 125% and 200%, based upon the SPP  
20 Balancing Authority Planning Reserve Margin.<sup>11</sup> Essentially, as the Planning Reserve Margins

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<sup>11</sup> Resource Adequacy - Southwest Power Pool, Attachment AA, Section 14.2(1)(a).  
(<https://www.spp.org/documents/58597/attachment%20aa%20tariff.pdf>)

1 get tighter, the CONE Factor increases. Revenues from Deficiency Payments are then allocated  
2 to those LREs that have excess capacity.<sup>12</sup>

3 Q. Do you agree with Ms. Maini's statement that given Empire's situation, it makes  
4 sense to increase the interruptible credit for the TS customer?

5 A. No. First, Empire has not requested an increase in the interruptible credit for the  
6 TS customer.

7 Second, Ms. Maini asked Empire if SPP's CONE value of \$85.61 per KW-year or \$7.13  
8 per KW-month represents a reasonable proxy for the value of interruptible load and Empire  
9 indicated that it does.<sup>13</sup> As Ms. Maini stated, the one TS customer is currently receiving  
10 \*\* [REDACTED] \*\* per KW-year or \*\* [REDACTED] \*\* per KW-month; approximately \*\* [REDACTED] \*\* of the  
11 CONE amount.<sup>14</sup> Empire filed an Integrated Resource Plan on April 1, 2025.<sup>15</sup> Volume 4  
12 attached to the plan consists of a "Supply-Side Resource Analysis." This analysis lists the cost  
13 and analysis of potential supply-side resources and indicates that the costs of operating a  
14 Combined Cycle Gas generator would be \*\* [REDACTED] \*\* per KW-year or \*\* [REDACTED] \*\* per  
15 KW-month; \*\* [REDACTED] \*\* more than the interruptible credit currently being paid.

16 Third, Ms. Maini recommends increasing the interruptible credit to \$72.00 per KW-year  
17 or \$6.00 per KW-month; a \*\* [REDACTED] \*\* increase.<sup>16</sup> If Ms. Maini's recommendation were  
18 approved, the new interruptible credit would be 84.15% of the CONE. Ms. Maini also supports  
19 allocating the additional \*\* [REDACTED] \*\* monthly, or a \*\* [REDACTED] \*\* annual increase  
20 in interruptible credit for this one TS customer to all customers across the other rate classes.

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<sup>12</sup> Resource Adequacy - Southwest Power Pool, Attachment AA, Section 14.4.  
(<https://www.spp.org/documents/58597/attachment%20aa%20tariff.pdf>)

<sup>13</sup> Maini direct testimony, Page 34, Lines 14-24.

<sup>14</sup> Maini direct testimony, Page 30, Line 11.

<sup>15</sup> Case EO-2024-0280.

<sup>16</sup> Maini direct testimony, Page 35, Lines 7-11.

Rebuttal Testimony of  
Randall T. Jennings

1 Staff does not agree with increasing the interruptible credit to benefit the one at the cost of the  
2 many. This would be the equivalent of paying interruptible customers nearly the value of a new  
3 natural gas generator each year, which does not provide value to Empire nor its other ratepayers.  
4 The current rate balances the interests of the interruptible customers, Empire, and Empire's  
5 ratepayers better than Ms. Maini's proposal. For these reasons, Staff recommends rejection of  
6 Ms. Maini's proposal.

7 Q. Does this conclude your testimony?

8 A. Yes it does.



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

In the Matter of the Request of The Empire     )  
District Electric Company d/b/a Liberty for     )  
Authority to File Tariffs Increasing Rates     )  
for Electric Service Provided to Customers     )  
in Its Missouri Service Area                     )  
Case No. ER-2024-0261

**AFFIDAVIT OF RANDALL T. JENNINGS**

STATE OF MISSOURI     )  
                                   )     ss.  
COUNTY OF COLE     )

COMES NOW RANDALL T. JENNINGS and on his oath declares that he is of sound mind and lawful age; that he contributed to the foregoing *Rebuttal Testimony of Randall T. Jennings*; and that the same is true and correct according to his best knowledge and belief.

Further the Affiant sayeth not.

  
\_\_\_\_\_  
RANDALL T. JENNINGS

**JURAT**

Subscribed and sworn before me, a duly constituted and authorized Notary Public, in and for the County of Cole, State of Missouri, at my office in Jefferson City, on this 11<sup>th</sup> day of August 2025.

**D. SUZIE MANKIN**  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Cole County  
My Commission Expires: April 04, 2029  
Commission Number: 12412070

  
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Notary Public