

Exhibit No.: \_\_\_\_\_  
Issue(s): Riverton 10 Prudency, Eligible  
Transmission FAC Percentage and MPPM  
Witness: Aaron J. Doll  
Type of Exhibit: True-Up Rebuttal  
Testimony  
Sponsoring Party: The Empire District  
Electric Company d/b/a Liberty  
Case No.: ER-2024-0261  
Date Testimony Prepared: September 2025

**Before the Public Service Commission  
of the State of Missouri**

**True-Up Rebuttal Testimony**

**of**

**Aaron J. Doll**

**on behalf of**

**The Empire District Electric Company d/b/a Liberty**

**September 22, 2025**



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THE EMPIRE DISTRICT ELECTRIC COMPANY D/B/A LIBERTY  
BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION  
CASE NO. ER-2024-0261

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1   **I.    INTRODUCTION**

2   **Q.    Please state your name and business address.**

3   A.    My name is Aaron J. Doll. My business address is 602 South Joplin Avenue, Joplin,  
4       Missouri.

5   **Q.    Are you the same Aaron J. Doll who provided direct, rebuttal, surrebuttal and**  
6       **true-up direct testimony in this matter on behalf of The Empire District Electric**  
7       **Company d/b/a Liberty (“Liberty” or the “Company”)?**

8   A.    Yes.

9   **Q.    What is the purpose of your true-up rebuttal testimony in this proceeding before**  
10       **the Missouri Public Service Commission (“Commission”)?**

11   A.    I address the true-up direct testimony of Staff of the Commission (“Staff”) witness  
12       Brooke Mastrogiannis as it relates to the percentage of transmission costs recovered  
13       through the Company’s Fuel Adjustment Clause (“FAC”). I also address the prudence  
14       of the Riverton 10 repair costs in response to the true-up direct testimony of OPC  
15       witness John Robinett and Staff witness Brodrick Niemeier.

16   **II.   RESPONSE TO STAFF WITNESS MASTROGIANNIS**

17   **Q.    Did you review the updated percentage of transmission expense in Ms.**  
18       **Mastrogiannis’ true-up direct testimony?**

19   A.    Yes.

20   **Q.    Do you agree with the updated percentage?**

1 A. No. The Company's position remains that 100% of its transmission expense for both  
2 the Southwest Power Pool ("SPP") and Midcontinent Independent System Operator  
3 ("MISO") should be recovered through the FAC. The prudently incurred charges are  
4 unavoidable, and the reliability and economic benefits are delivered to customers  
5 immediately, thus supporting the timely recovery through the FAC.

6 **III. RIVERTON 10**

7 **Q. How do you respond to OPC witness John Robinett's continued claims of**  
8 **imprudence for the repairs to Riverton Unit 10?**

9 A. His claims are unfounded. He suggests the Company repaired Unit 10 solely to qualify  
10 for the Generator Facility Replacement process under the SPP OATT, but his argument  
11 depends on a mischaracterization of timelines and a misunderstanding of process  
12 requirements.

13 **Q. How did witness Robinett mischaracterize the timelines?**

14 A. He acknowledges that the Riverton Unit 10 outage occurred on February 8, 2021, and  
15 that our IRP was filed April 1, 2022. He also notes the one-year submission window  
16 for the Generator Facility Replacement process. That deadline, February 8, 2022  
17 though misidentified by witness Robinett as February 9, 2022, came 52 days **before**  
18 the IRP was even filed. It would have been impossible for the Company to complete  
19 the IRP, conduct necessary technical reviews, and submit the extensive replacement  
20 application in that timeframe.

21 **Q. Why is his argument unrealistic under SPP's process?**

22 A. The replacement process requires far more than a notice of intent. SPP requires  
23 extensive and highly specific technical data regarding any proposed replacement  
24 generator, along with a full suite of supporting documentation. A checklist and sample

1 (Attachment B of Appendix 3) of the information required to complete this submission  
2 is attached as **True-Up Rebuttal Schedule AJD-1**. The detailed engineering and  
3 technology evaluations required for such a submission could not have been completed  
4 in parallel with the Company's IRP process. Mr. Robinett's argument, if accepted,  
5 would effectively advocate bypassing both the IRP process and the technology review  
6 process, an approach that would be reckless and contrary to customers' interests.

7 **Q. What is your overall response to OPC witness Robinett's position?**

8 A. In short, his argument collapses under the weight of its own timeline. The Company  
9 acted prudently and methodically: first completing its IRP and administrative  
10 procedures, then making an informed determination on the future of Riverton Units 10  
11 and 11. This deliberate approach was acknowledged in the Kansas Corporation  
12 Commission's supportive comments on the Company's FERC waiver request  
13 concerning generator replacement eligibility.

14 Further, witness Robinett disparages the Company's third-party review of  
15 Riverton Units 10 and 11 as "suspicious" but offers no substantive dispute with its  
16 results. That review clearly demonstrated it was more economical to repair Unit 10,  
17 while Unit 11 presented significant safety and reliability concerns, confirmed through  
18 a boroscope inspection that revealed continued turbine blade migration. Remarkably,  
19 Mr. Robinett even ponders whether the Company should have even conducted such  
20 inspections at all, despite their critical role in identifying risks of unsafe or unreliable  
21 operation.

22 The Company's decision to repair Riverton Unit 10 was prudent, balancing  
23 costs, safety, and reliability in the best interests of customers. The record does not  
24 support witness Robinett's claims, and his testimony should be given no weight.

1   **Q.     How do you respond to Staff witness Broderick Niemeier’s position that Empire**  
2       **should have filed a request to repair Riverton 10 before the 1-year outage mark?**

3   A.     Similar to my testimony in response to OPC witness Robinett, Mr. Niemeier’s position  
4       reflects a fundamental misunderstanding of both the timelines and the processes  
5       required to complete an IRP, conduct a thorough technology review, and satisfy SPP’s  
6       technical requirements. Moreover, his recommendation to disallow the costs of  
7       repairing Riverton 10 ignores the fact that, had the Company instead chosen to repair  
8       Riverton 11, significant repair costs would still have been incurred. A third-party  
9       review concluded that repairing Riverton 10 was the more economical option, and  
10      continuing to operate Unit 11 without repair presented substantial safety risks.

11   **Q.     Do you agree with Staff witness Niemeier that Riverton Unit 10 repair costs should**  
12       **be disallowed?**

13   A.     No.

14   **IV.    MPPM**

15   **Q.     OPC witness Payne introduces a new argument into his surrebuttal testimony**  
16       **seeking to remove revenue from the owned wind farms that are sourced from**  
17       **ARR/TCRs and any insurance proceeds for lost revenue. Do you agree with his**  
18       **position?**

19   A.     No. His position is inconsistent with OPC’s own prior statements. In Case No. ER-  
20       2021-0312, OPC explicitly stated that “The MPPM should accurately include all  
21       revenues the Wind Projects generate that are passed to Empire’s customers<sup>1</sup>.”  
22       Furthermore, the Fourth Partial Stipulation and Agreement provides that the MPPM  
23       shall include “All wind project revenues returned to customers, including SPP IM

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<sup>1</sup> 013122 OPC Position to Amended Issues List to File Confidential, p. 11.

1 revenues, revenues from the sale of RECs, Paygo, the value of the production tax  
2 credits, and all miscellaneous revenues.” ARR/TCR revenues and insurance recoveries  
3 fall squarely within that scope.

4 **Q. Were ARR/TCR revenues received from the new wind farms returned to**  
5 **customers?**

6 A. Yes, they were credited back through the FAC.

7 **Q. Were insurance proceeds reflecting lost SPP revenues returned to customers?**

8 A. Yes. These too were flowed through the FAC to customers.

9 **Q. How does witness Payne justify changing his position?**

10 A. He does not. After acknowledging the inconsistency of his recommendation with  
11 OPC’s prior positions, Mr. Payne states only that he is acting on advice of counsel.

12 **V. CONCLUSION**

13 **Q. Does this conclude your true-up rebuttal testimony at this time?**

14 A. Yes.

**VERIFICATION**

I, Aaron J. Doll, under penalty of perjury, on this 22nd day of September, 2025, declare that the foregoing is true and correct to the best of my knowledge and belief.

/s/ Aaron J. Doll