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

REPLY BRIEF

COMES NOW the Midwest Energy Consumers Group ("MECG"), and for its Reply Brief, respectfully states:

Overview

The Staff of the Commission, MECG, the International Brotherhood of Electrical Workers Local Union No. 1474, Renew Missouri Advocates d/b/a Renew Missouri, and The Empire District Electric Company d/b/a Liberty ("Liberty," "Empire," or the "Company") filed a Non-Unanimous Stipulation and Agreement that attempted to resolve all pending issues in this docket.[1] The Office of Public Counsel ("OPC") and Consumers Council of Missouri filed objections to that stipulation and so parties proceeded with the evidentiary hearing. After several weeks of additional discussion, Staff, MECG, Renew Missouri, and Liberty filed the Supplemental Stipulation and Agreement on December 12th.[2] These terms represent a reasonable resolution of the rate case that balances the interests of the Company and its customers. The Commission should adopt these negotiated terms as a resolution to the contested issues.

Reply to Objectors

The objectors to the Stipulation – the Office of Public Counsel ("OPC") and Consumers Council of Missouri ("CCM") – argue that Liberty has not met its burden to show that any increase

[1] *Non-Unanimous Global Stipulation and Agreement*, Doc. No. 381.
[2] *Supplemental Stipulation and Agreement*, Doc. No. 598.

is warranted until the Company demonstrates its customer service is improved. This is, essentially, what the Commission discussed as a pre-requisite to an increase in this case during its November agenda session. While the initially filed non-unanimous stipulation and agreement would have allowed a phased increase of $97 million beginning Feb. 1, 2026 with customer service metrics to be determined, that provision has been modified by the Supplemental Stipulation and Agreement which establishes billing and customer service metrics that Liberty must meet for three consecutive months, starting on January 1, 2026, before any rate change can take effect. This supplemental agreement is meant to address the Commission's stated concerns and to further ensure that no increase takes effect until customer service has improved.

MECG continues to support the terms of the Stipulation and Agreement, as supplemented, as a reasonable resolution of the rate case that balances the interests of the Company and its customers.

Reply to Signatories

Staff's initial brief describes why the Non-unanimous Stipulation and Agreement balances the interests of all parties, is based on record evidence, and results in just and reasonable rates. MECG agrees. However, as a backstop, Staff also lists its pre-filed positions on every issue within its brief, including many that were not contested by the objectors to the stipulation. MECG notes that these pre-filed positions are rebutted within MECG's testimony and reiterates that by signing the stipulation and agreement the Staff supports the agreement's terms as the proper resolution of every issue.[3] As the Staff concludes in its Initial Brief, if the Staff's pre-filed positions were adopted, Empire's customers would lose many tangible benefits within the stipulation and agreement including a rate case moratorium, a reduced revenue increase, a phase-in of the increase

[3] *Non-Unanimous Global Stipulation and Agreement*, p. 1.

with no carrying costs, $8.5 million in arrearage forgiveness through a targeted relief initiative, low-income programs, and critical needs programs with company contributions.[4] As such, the Staff asks the Commisson to issue an order adopting the terms and conditions of the non-unanimous stipulation and agreement.

Liberty likewise supports the non-unanimous stipulation and agreement and notes that OPC and CCM did not object to more than 30 provisions – many of which contain commitments that could only be implemented through Liberty's agreement and could not otherwise be ordered under applicable law.[5] Consistent with the nature of comprehensive rate case settlements, the provisions of the non-unanimous stipulation and agreement are interdependent and must be considered as a unified package if customers are to receive many of the benefits negotiated. MECG continues to support those terms.

Conclusion

In total, the increase in this case will have a significant impact on Liberty's customers. The efforts by the parties have produced a stipulation and agreement, as supplemented, that balances the Company's need for an increase to support the provision of service with the interests of customers in paying just and reasonable rates for that service. The Commission should issue an order that implements and incorporates the terms and conditions within the stipulation and agreements.

WHEREFORE, MECG submits its reply brief in support of the Non-unanimous Stipulation and Agreement and the Supplemental Stipulation and Agreement filed in this case.

Respectfully,

/s/ Tim Opitz
Tim Opitz, Mo. Bar No. 65082

[4] Staff Initial Br. at 107.
[5] Liberty Initial Br. at 7.

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Certificate of Service

I hereby certify that copies of the foregoing have been mailed, emailed or hand-delivered to all counsel of record this 23rd day of December 2025:

/s/ Tim Opitz

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