

**STATE OF MISSOURI
PUBLIC SERVICE COMMISSION**

At a session of the Public Service Commission held at its office in Jefferson City on the 17th day of June, 2026.

In the Matter of the Application of The Empire)
District Electric Company d/b/a Liberty for a)
Certificate of Convenience and Necessity to)
Support Resource Adequacy)

File No. EA-2025-0299

**ORDER APPROVING STIPULATION AND AGREEMENT AND GRANTING
CERTIFICATE OF CONVENIENCE AND NECESSITY**

Issue Date: June 17, 2026

Effective Date: June 27, 2026

This order grants The Empire District Electric Company d/b/a Liberty a Certificate of Convenience and Necessity (CCN) to construct, install, own, operate, maintain and otherwise control and manage a combustion turbine facility to be constructed in Joplin, Missouri at Liberty's State Line Power Station.

Background

On October 24, 2025, Liberty filed an application with the Commission requesting a CCN to build an approximately 250 MW simple-cycle F-class combustion turbine.

The Commission issued notice and set an intervention deadline. Renew Missouri Advocates (Renew Missouri) was granted intervention.

A virtual local public hearing held on April 16, 2026, for the Commission to receive public comments regarding Liberty's CCN request.

The Commission scheduled an evidentiary hearing about Liberty's CCN request to commence on June 16, 2026.

On June 10, 2026, Liberty filed a motion to suspend the procedural schedule stating that the parties had reached a global settlement. The parties filed a Global Stipulation and Agreement (Agreement) that same day and the Commission suspended the procedural schedule. The Agreement resolves all disputed issues between all parties. On June 15, 2026, the Commission cancelled the evidentiary hearing.

The Agreement

The Agreement provides that the Commission grant a CCN to Liberty to construct, install, own, operate, maintain, and otherwise control an approximately 250 MW simple-cycle F-class combustion turbine and associated necessary equipment at Liberty's State Line Power Station in Joplin, Missouri. Pursuant to the Agreement, Liberty must comply with specific agreed upon conditions.

The specific agreed upon conditions are contained in the Agreement attached to this order. Some of those conditions are noted below.

- Liberty must provide quarterly updates on the development and execution of its Request for Proposals (RFP) process for subcontractors.
- Liberty must provide quarterly updates on the progress of upgrades to natural gas pipeline facilities necessary to deliver gas to the new facility.
- Liberty must provide quarterly budget reports and submit projections of impacts on costs for fuel, material or equipment that may exceed any estimated contingency accounts.
- Liberty must provide the completed Expedited Resource Adequacy Study Generation Interconnection Agreement for the facility within 30 days of its execution.

- Liberty must provide a copy of the procurement agreement with the primary contractor for the facility within 30 days of when it is finalized and signed.
- Liberty must provide a copy of the Engineering, Procurement, Construction (EPC) agreement within 30 days of when the agreement is signed and finalized.
- Liberty must seek to include a guaranteed not to exceed amount as a provision of the procurement and EPC agreements with Liberty's primary contractor.
- Liberty must identify in workpapers in the first general rate proceeding where a Plant in Service Accounting (PISA) deferral for Missouri's allocated portion is requested for this facility that the 85% of the return component for PISA calculations is not calculated on any Construction Work in Progress (CWIP) amounts already being recovered in rate base.
- Liberty must provide in a future general rate proceeding where any PISA treatment is requested for this proposed facility, whether and how much of the facility qualifies for PISA.
- Liberty must utilize the sales tax exemption of Section 144.058 RSMo, to the extent possible on any qualifying items for the construction of the facilities.
- Liberty must evaluate and pursue opportunities to minimize property taxes associated with the project and include updates on the effort in the quarterly reports.

Other provisions relating to Liberty's Integrated Resource Plan, Demand Side Mechanisms, distributed generation, and future CCNs are addressed with more detail in the Agreement.

Discussion and Decision

The Commission may grant an electric corporation a certificate of convenience and necessity to operate after determining that the construction and operation are either "necessary or convenient for the public service."¹ The Commission articulated the specific criteria to be used when evaluating applications for utility CCNs in the case *In Re Intercon Gas, Inc.*, 30 Mo P.S.C. (N.S.) 554, 561 (1991). The *Intercon* case combined the standards used in several similar certificate cases, and set forth the following criteria: (1) there must be a need for the service; (2) the applicant must be qualified to provide the proposed service; (3) the applicant must have the financial ability to provide the service; (4) the applicant's proposal must be economically feasible; and (5) the service must promote the public interest.²

There is a need for the service because this facility is needed to support Liberty's resource adequacy obligations related to changes in the Southwest Power Pool planning reserve margin and accreditation. This facility will also provide Liberty with an additional dispatchable resource. Liberty is qualified to construct, manage, and operate the facilities, because Liberty already operates and has operated several generation facilities in Missouri. Liberty has the financial ability to build and operate the facility and the proposal is

¹ Section 393.170.3, RSMo.

²The factors have also been referred to as the "Tartan Factors" or the "Tartan Energy Criteria." See Report and Order, *In re Application of Tartan Energy Company, L.C., d/b/a Southern Missouri Gas Company, for a Certificate of Convenience and Necessity*, Case No. GA-94-127, 3 Mo. P.S.C. 3d 173 (September 16, 1994), 1994 WL 762882, *3 (Mo. P.S.C.).

economically feasible because Liberty plans to finance the project through a combination of money generated from operations and borrowing. Finally, the service promotes the public interest with the agreed upon conditions to protect Liberty's customers.

The Commission concludes that the factors for granting a certificate of convenience and necessity to Liberty have been satisfied and that it is in the public interest for Liberty to construct and operate the 250 MW simple-cycle F-class combustion turbine. The Commission also finds the Agreement's conditions reasonable. Therefore, the Commission will approve the Agreement and grant Liberty a CCN subject to the conditions set out in the Agreement.

Section 393.135 RSMo, provides that an electrical corporation may be permitted to include CWIP for any new natural gas-generating unit in rate base. The Commission must determine the amount of CWIP that may be included in rate base. The Agreement contains a confidential amount that the Commission determines is the appropriate amount of CWIP to be included in rate base. That will be reduced by an agreed upon amount if a selective catalytic reduction is not required.

So that Liberty may quickly begin work toward the new facility, the Commission finds it reasonable to make this order effective in less than 30 days.

THE COMMISSION ORDERS THAT:

1. The Agreement is approved. The signatories are ordered to comply with the terms of the Agreement attached to this order. The conditions detailed in the Agreement are hereby adopted, and the signatories must comply with the conditions.
2. Liberty is granted a CCN to install, acquire, build construct, own, operate, control, manage and maintain a 250 MW simple cycle F-class combustion turbine in Joplin,

Missouri at Liberty’s State Line Power Station, pursuant to conditions in the Agreement attached to this order.

3. Pursuant to Section 393.135, RSMo, the Commission has determined the amount of CWIP Liberty may include in rate base. That confidential amount is contained in the Agreement attached to this order.

4. Nothing in this order shall be considered a finding by the Commission of the value of a transaction for ratemaking purposes.

5. That order shall become effective on June 27, 2026.



BY THE COMMISSION

A handwritten signature in black ink that reads "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**

In the Matter of the Application of The Empire District)
Electric Company d/b/a Liberty to Obtain a Certificate of) Case No. EA-2025-0299
Convenience and Necessity to Support Resource Adequacy)

GLOBAL STIPULATION AND AGREEMENT

COME NOW The Empire District Electric Company d/b/a Liberty (“Liberty” or the “Company”), the Staff of the Commission (“Staff”), the Missouri Office of the Public Counsel (“OPC”), and Renew Missouri Advocates (“Renew”) (individually “Signatory” and collectively “Signatories”), and agree to this Global Stipulation and Agreement (“Agreement”) that resolves all pending issues in this docket. Specifically, the Signatories agree to the following:

1. The Commission should grant Liberty a certificate of convenience and necessity (“CCN”) under subsection 1 of Section 393.170 authorizing Liberty to acquire, construct, install, own, operate, maintain, and otherwise control and manage the approximately 250 MW simple-cycle F-class combustion turbine and associated equipment necessary and customary for a gas fired electricity generating unit to be located at the Company’s State Line Power Station in Joplin, Missouri (the “Facilities” or the “Project”) with the terms and conditions as provided in this Agreement.

2. The Signatories agree that the CCN provided for in Paragraph 1 above should be subject to the following conditions:

- a. Liberty shall provide quarterly updates on the progress of the development and execution of an RFP process for subcontractors. Liberty’s quarterly updates shall include information on key components of the RFP process including but not limited to bid packages, bid solicitation, subcontractor prequalification and criteria, bid evaluation and criteria, and bid selection. Liberty shall provide documentation

when each key component of the RFP process is developed, and when each key component of the RFP process is executed. Reporting for this condition shall begin in the first full quarter following issuance of the Order granting the CCN and shall cease in the quarter following the latter of the unit's in-service date or finalization of project close out.

- b. Liberty shall provide quarterly reporting of construction progress for the project. The quarterly progress reports shall include: reports on permitting, plans, specifications, construction progress, and any cost increases/cost over-runs for the Project. Reporting for this condition shall begin in the first full quarter following issuance of the Order granting the CCN and shall cease in the quarter following the latter of the unit's in-service date or finalization of project close out.
- c. Liberty and/or its EPC contractor shall provide quarterly construction monitoring reports. At a minimum, these reports shall contain: the company names and trades of all subcontractors employed by the EPC for the particular reporting time period; description of work and timeframe until expected completion of the particular work component is anticipated to be completed; supply chain issues; weather delays and durations; injuries; and anticipated future issues that could impact construction. The reports shall indicate any deviations or change orders that are approved by Liberty and that affect the budget. Reporting for this condition shall begin in the first full quarter following issuance of the Order granting the CCN and shall cease in the quarter following the latter of the unit's in-service date or finalization of project close out.
- d. Liberty shall provide quarterly updates on the progress of upgrades to natural gas pipeline facilities necessary to deliver sufficient natural gas for the Project. The

quarterly updates shall include information on all major milestones. Reporting for this condition shall begin in the first full quarter following issuance of the Order granting the CCN and shall cease in the quarter following the latter of the unit's in-service date or finalization of project close out.

- e. Liberty shall prepare and provide quarterly budget reports by construction component/category and if applicable, shall submit projections of impacts on costs for fuel, material or equipment that may exceed any estimated contingency accounts. Reporting shall begin in the first full quarter following issuance of the Order granting the CCN and shall cease in the quarter following the latter of the unit's in-service date or finalization of project close out. Liberty will attach to its quarterly budget report the monthly or quarterly construction reports received by Liberty from the contractor during the relevant time period.
- f. Liberty shall provide the completed Expediated Resource Adequacy Study ("ERAS") Generation Interconnection Agreement ("GIA") for the Project in this case within 30 days of the signed, executed GIA.
- g. Liberty shall provide a copy of the procurement agreement with the primary contractor for the Project within 30 days of when the agreement is finalized and signed.
 - i. Liberty shall provide monthly updates on the negotiation of the procurement agreement with the primary contractor.
- h. Liberty will seek to include a guaranteed not to exceed amount as a contract provision in the procurement agreement with the primary contractor for the Project.
- i. Liberty shall provide a copy of the EPC agreement with the primary contractor for the Project within 30 days of when the agreement is finalized and signed.

- i. Liberty shall provide monthly updates on the negotiation of the EPC agreement with the primary contractor.
- j. Liberty will seek to include a guaranteed commercial operation date and not to exceed amount as contract provisions in the EPC agreement with the primary contractor for the Project.
- k. Liberty shall provide a site-specific Emergency Action Plan within 60 days of the facility being placed into service.
- l. Liberty shall submit a site-specific Operations and Maintenance Plan and a Restoration Plan within 60 days of the facility being placed into service.
- m. Liberty shall submit a Restoration Plan for unplanned outages within 60 days of the facility being placed into service.
- n. Liberty shall notify Staff if/when it is known that a selective catalytic reduction (“SCR”) will be required, at which time Staff and the Company shall develop in-service criteria for the SCR. If an SCR is not required, Liberty shall notify Staff and provide supporting documentation to that effect.
- o. Liberty shall obtain the necessary permit that will allow for tuning of the combustion turbine generator (“CTG”) on any back-up fuel.
- p. Liberty shall provide Staff the winter tuning process for the CTG.
- q. Liberty shall use the in-service criteria attached as Schedule 7.2 to Staff’s Rebuttal Report in this docket and, if applicable, the SCR in-service criteria attached as Schedule 7.3 to Staff’s Rebuttal Report in this docket, subject to Section (2)(n) of this Agreement, to determine whether the proposed unit meets the required standards. For Item 6 within Schedule 7.2, however, the unit shall demonstrate a controlled transition from full load to minimum load followed by an orderly

shutdown.

- r. Liberty shall clearly identify in workpapers in the first general rate proceeding where PISA deferral for Missouri's allocated portion is requested for this generating unit that the 85% of the return component for PISA calculations is not calculated on any CWIP amounts already being recovered in rate base.
- s. Liberty will provide in a future general rate proceeding where any PISA treatment is requested for this proposed facility, whether and how much of the facility qualifies for PISA.
- t. Liberty will utilize the sales tax exemption of RSMo. §144.058 to the extent possible on any qualifying items for the construction of the Facilities.
- u. Liberty will evaluate and pursue opportunities to minimize property taxes associated with the Project and include updates on the effort in the quarterly reports required pursuant to Section (2)(e) of this Agreement.
- v. The Company will negotiate to include customary termination provisions in the final EPC contract, including termination for convenience and termination for cause, consistent with standard industry practice.
- w. The Company will continue to conduct a comprehensive evaluation of demand-side resources, including energy efficiency and demand response, within the IRP process.
- x. The Company will continue to explore hybrid resource portfolios that combine smaller-scale generation with distributed resources within the IRP process.
- y. The Company will, as appropriate, evaluate DSM program considerations related to peak demand and customer affordability, consistent with existing regulatory frameworks.

- z. The Company will consider opportunities to enhance low-income customer participation in energy programs, as appropriate.
- aa. For items w-z, Liberty agrees to meet with Renew Missouri to prior to its first filed IRP under rules developed to implement 393.1900.2 to discuss its analysis and modeling assumptions on incorporation of demand-side resources, hybrid resources and distributed generation resources in its IRP planning process.
- bb. For future CCN applications filed prior to Liberty's first filed IRP submitted under the rules implementing 393.1900.2, if the Company relies primarily on the IRP analysis to justify the need and/or economic feasibility components of the CCN request, the Company shall conduct an updated analysis upon the occurrence of a material change in capital costs, resource availability, tax credit assumptions, or fuel and market prices; the Company shall perform an updated analysis to refresh those inputs that can reasonably be refreshed without requiring a new market simulation or a complete redevelopment of the underlying modeling framework. Such updates may include, as applicable, potential cost mitigation strategies, updated capital costs estimates, ITC/PTC or other tax credit assumptions, and other material resource-specific assumptions. For purposes of the updated analysis the Company shall evaluate the resource portfolio using the previously modeled market scenario or sensitivity that reasonably best reflects then-current conditions and expectations. The Company shall not be required to create a new natural gas price forecasts or a new Southwest Power Pool ("SPP") market simulation but may also rely on a previously modeled sensitivities including high natural gas price or high market price scenario, where those sensitivities better reflect current conditions than the original base case assumptions. The intent of this provision is to allow for

a targeted update of readily revisable assumptions while preserving the integrity and efficiency of the original modeling framework.

3. Pursuant to RSMo. §393.135, the Commission should determine the amount of construction work in progress (“CWIP”) that may be included in Liberty’s rate base. The amount should be ** [REDACTED] **, which may be reduced by ** [REDACTED] ** if the SCR equipment is determined not to be required, and with the CWIP amount further limited by jurisdictional allocations determined during the general rate proceeding where CWIP is requested to be included in rates. The Signatories agree the estimated CWIP amount shall have no precedential value for any other project.

4. This Agreement is being entered into solely for the purpose of settling the issues in this case explicitly set forth above. Unless otherwise explicitly provided herein, none of the Signatories to this Agreement shall be deemed to have approved or acquiesced in any ratemaking or procedural principle, including, without limitation, any cost-of-service methodology or determination, depreciation principle or method, method of cost determination or cost allocation or revenue-related methodology. Except as explicitly provided herein, none of the Signatories shall be prejudiced or bound in any manner by the terms of this Agreement in this or any other proceeding, regardless of whether this Agreement is approved.

5. This Agreement is a negotiated settlement. Except as specified herein, the Signatories to this Agreement shall not be prejudiced, bound by, or in any way affected by the terms of this Agreement: (a) in any future proceeding; (b) in any proceeding currently pending under a separate docket; and/or (c) in this proceeding should the Commission decide not to approve this Agreement, or in any way condition its approval of the same.

6. This Agreement has resulted from extensive negotiations among the Signatories, and the terms hereof are interdependent. If the Commission does not approve this Agreement

unconditionally and without modification, then this Agreement shall be void and no Signatory shall be bound by any of the agreements or provisions hereof.

7. This Agreement embodies the entirety of the agreements between the Signatories in this case on the issues addressed herein and may be modified by the Signatories only by a written amendment executed by all of the Signatories.

8. If approved and adopted by the Commission, this Agreement shall constitute a binding agreement among the Signatories. The Signatories shall cooperate in defending the validity and enforceability of this Agreement and the operation of this Agreement according to its terms.

9. If the Commission does not approve this Agreement without condition or modification, and notwithstanding the provision herein that it shall become void, (1) 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 § 536.080 or Article V, Section 18 of the Missouri Constitution, and (2) 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, 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 purpose whatsoever.

10. If the Commission accepts the specific terms of this Agreement without condition or modification, only as to the issues in this case that are settled by this Agreement explicitly set forth above, the Signatories each waive their respective rights to present oral argument and written briefs pursuant to §536.080.1, their respective rights to the reading of the transcript by the

Commission pursuant to §536.080.2, their respective rights to seek rehearing pursuant to §386.500, and their respective rights to judicial review pursuant to §386.510. This waiver applies only to a Commission order approving this Agreement without condition or modification issued in this proceeding and only to the issues that are resolved hereby. It does not apply to any matters raised in any prior or subsequent Commission proceeding nor any matters not explicitly addressed by this Agreement.

WHEREFORE, the Signatories respectfully request the Commission to issue an order approving this Agreement and granting the requested CCN subject to the specific terms and conditions contained herein.

Counsel for The Empire District Electric Company d/b/a Liberty:

/s/ Diana C. Carter
Diana C. Carter MBE #50527
312 E. Capitol Ave.
Jefferson City, Missouri 65101
Cell Phone: (573) 289-1961
E-Mail: Diana.Carter@LibertyUtilities.com

Sarah B. Knowlton MBE #71361
116 North Main Street
Concord, New Hampshire 03301
Phone: 603-327-9857
E-Mail: Sarah.Knowlton@LibertyUtilities.com

Counsel for the Staff of the Commission:

/s/ *Paul T. Graham*
Paul T. Graham #30416
Senior Staff Counsel
P.O. Box 360
Jefferson City, Mo 65102-0360
(573) 522-8459
Paul.graham@psc.mo.gov

Counsel for the Missouri Office of the Public Counsel:

/s/ Lindsay VanGerpen
Lindsay VanGerpen (#71213)
Senior Counsel

Missouri Office of the Public Counsel
P.O. Box 2230
Jefferson City, MO 65102
Telephone: (573) 751-5565
Facsimile: (573) 751-5562
E-mail: Lindsay.VanGerpen@opc.mo.gov

Counsel for Renew Missouri Advocates:

/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 10th day of June, 2026,
and sent by electronic transmission to all counsel of record.

/s/ Diana C. Carter

STATE OF MISSOURI

OFFICE OF THE PUBLIC SERVICE COMMISSION

Pursuant to 386.290, RSMo., 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 17th day of June, 2026.



Nancy Dippell

Nancy Dippell
Secretary

MISSOURI PUBLIC SERVICE COMMISSION

June 17, 2026

Case No: EA-2025-0299

MO PSC Staff

Staff Counsel Department
200 Madison Street, Suite 800
P.O. Box 360
Jefferson City, MO 65102
staffcounsel@psc.mo.gov

**Office of the Public Counsel
(OPC)**

Marc Poston
200 Madison Street, Suite 650
P.O. Box 2230
Jefferson City, MO 65102
opc@opc.mo.gov

Liberty (Empire)

Diana Carter
428 E. Capitol Avenue, Suite 303
Jefferson City, MO 65101
diana.carter@libertyutilities.com

Liberty (Empire)

Sarah Knowlton
116 North Main Street
Concord, NH 03301
sarah.knowlton@libertyutilities.com

MO PSC Staff

Paul Graham
200 Madison Street
Jefferson City, MO 65101
paul.graham@psc.mo.gov

**Office of the Public Counsel
(OPC)**

Lindsay VanGerpen
200 Madison Street, Suite 650
P.O. Box 2230
Jefferson City, MO 65102
lindsay.vangerpen@opc.mo.gov

Renew Missouri

Nicole Mers
501 Fay Street
Suite 206
Columbia, MO 65101
nicole@renewmo.org

Enclosed find a certified copy of an Order or Notice issued in the above-referenced matter(s).¹

Sincerely,



**Nancy Dippell
Secretary**

¹

Recipients listed above with a valid e-mail address will receive electronic service. Recipients without a valid e-mail address will receive paper service.