

**STATE OF MISSOURI
PUBLIC SERVICE COMMISSION**

At a session of the Public
Service Commission
held at its office in
Jefferson City on the 24th
day of September, 2026.

In the Matter of The Empire District Electric	)	
Company's Submission of its Interim Report	)	
Regarding Participation in the Southwest	)	Case No. EO-2012-0269
Power Pool, Inc.	)	

**ORDER GRANTING JOINT MOTION TO
MODIFY STIPULATION AND AGREEMENT**

Issue Date: September 24, 2026

Effective Date: October 24, 2026

On September 4, 2026, The Empire District Electric Company d/b/a Liberty, the Staff of the Commission (Staff), the Office of the Public Counsel (OPC), and Southwest Power Pool, Inc. (SPP) filed a Joint Motion (Motion) asking the Commission to modify a prior stipulation and agreement. The Commission approved the original Stipulation and Agreement in this case on September 11, 2013, and thereby approved Liberty's membership in SPP on an interim basis.

Liberty has received multiple grants of authority from the Commission to remain in SPP on an interim basis since 2013. Most recently, on September 25, 2025, the Commission issued an Order Granting Interim Approval of Liberty's membership in SPP. Ordered Paragraph No. 2 set out certain information Liberty was required to provide to OPC and Staff no later than August 14, 2026.

On August 14, 2026, Liberty provided said information to OPC and Staff. That information is attached Exhibit A, which is Confidential. Based upon the information contained in Exhibit A, this Joint Motion requests that the Commission now grant Liberty permanent membership in SPP, subject to the Commission's continued oversight.

Liberty represents that Evergy Metro Inc. d/b/a Evergy Missouri Metro and Evergy Missouri West, Inc. d/b/a Evergy Missouri West, and SPP do not object. Liberty further represents that Dogwood Energy, LLC, no longer exists, and, thus, Dogwood does not object to being dismissed from this case as requested in Liberty's August 12, 2026, motion to dismiss Dogwood as a party.

Commission Rule 20 CSR 4240-2.080(13) allows parties ten days to respond to pleadings unless otherwise ordered by the Commission. The Commission issued no order to the contrary of this rule, no parties have responded to the Motion, and more than ten days have elapsed since its filing. Thus, the Commission will take up the Motion unopposed.

The Commission finds that a permanent extension of Liberty's current membership in SPP is appropriate. The Commission will grant the Joint Motion subject to the agree-upon conditions.

THE COMMISSION ORDERS THAT:

1. Dogwood Energy, LLC, is dismissed from this case.
2. The *Joint Motion to Modify the Stipulation and Agreement and Order Concerning The Empire District Electric Company's Membership in the Southwest Power Pool* is granted and the *Stipulation and Agreement* originally approved on

September 11, 2013, and subsequently amended is further modified as set out below.

3. Liberty's authority to continue the transfer of functional control of its transmission system to SPP is granted, subject to the following conditions:

A. The Commission approves Liberty's continued RTO participation in SPP. The extended permission granted in this order is also subject to the provisions of subparagraphs I and J below.

B. Liberty shall acknowledge that the Service Agreement's (between Liberty and SPP) primary function is to ensure that the Commission continues to set the transmission component of Liberty's rates to serve its Missouri Bundled Retail Load. To the extent that FERC offers incentive "adders" for participation in an RTO or in an Independent Coordinator of Transmission (ICT) to the rate of return allowed for providing Transmission Service, as defined in the SPP Open Access Transmission Tariff ("OATT"), to wholesale customers within the Liberty zone, such incentive adders shall not apply to the transmission component of rates set for Missouri Bundled Retail Load by the Commission.

C. Currently, FERC requires Bundled Retail Load served by SPP Transmission Owners to take Transmission Service under the SPP's OATT. If, at some point, Liberty is not required to take Transmission Service for Missouri Bundled Retail Load under the OATT, the Service Agreement shall be terminated concurrently with the point in time when Liberty is no longer required to take Transmission Service for Missouri Bundled Retail Load under the OATT. Termination of the Service Agreement under this provision shall not affect Liberty's membership participation status in the

SPP and the Commission shall continue to have jurisdiction over the transmission component of the rates set for Missouri Bundled Retail Load. As a participant in the SPP, Liberty may remain subject to charges from the SPP for Bundled Retail Load under the OATT that are assessed ratably to all load-serving utilities who are participants in the SPP, but who are not taking Transmission Service for their Bundled Retail Load under the OATT. No ratemaking treatment has been adopted for these changes.

D. The Service Agreement (unless it is terminated pursuant to its terms) shall continue in its current form; provided that the Commission may rescind its approval of Liberty's participation in the SPP and may require Liberty to withdraw from participation in the SPP if the Commission determines withdrawal is in the public interest for reasons that include, but are not limited to, the following:

(i) The issuance by FERC of an order, or the adoption by FERC of a final rule or regulation, binding on SPP, that has the effect of precluding the Commission from continuing to set the transmission component of Liberty's rates to serve its Missouri Bundled Retail Load; or

(ii) The issuance by FERC of an order, or the adoption by FERC of a final rule or regulation, binding on Liberty, that has the effect of amending, modifying, changing, or abrogating in any material respect, any term or condition of the Service Agreement previously approved by the Commission and by FERC.

(iii) Liberty shall immediately notify the Stakeholders if Liberty becomes aware of the issuance of any order, rule, or regulation amending, modifying, changing, or abrogating any term or condition of the Service Agreement. Any

stakeholder is free to make a filing with the Commission as a result of an action by FERC, as described in this provision.

E. Unless ordered otherwise by the Commission, any order issued by the Commission that, on a basis provided for in paragraph D(i) or D(ii), terminates the Commission's approval of Liberty's participation in the SPP shall be effective when Liberty has re-established functional control of its transmission system as a transmission provider or transfers functional control to another entity depending on further orders of the Commission and the FERC.

F. If Liberty desires to securitize the revenues associated with its transmission system, it shall obtain additional prior permission and approval from the Commission.

G. If Liberty decides to seek any fundamental change in its membership participation or membership status in the SPP, it shall seek prior approval from the Commission no later than five business days after its filing with the FERC for authorization of that change.

H. For transmission facilities located in Liberty's certificated service territory that are constructed by a Liberty affiliate and that are subject to regional cost allocation by SPP, for ratemaking purposes in Missouri, the costs allocated to Liberty by SPP shall be adjusted by an amount equal to the difference between:

(i) the annual revenue requirement for such facilities that would have resulted if Liberty's Commission-authorized ROE and capital structure had been applied and there had been no construction work in progress (CWIP) (if applicable), or other FERC Transmission Rate Incentives, including Abandoned Plant Recovery,

recovery on a current basis instead of capitalizing pre-commercial operations expenses and accelerated depreciation, applied to such facilities and

(ii) the annual FERC authorized revenue requirement for such facilities.

The ratemaking treatment established in this provision will, unless otherwise agreed or ordered, continue as long as Liberty's transmission system remains under SPP's functional control.

I. Liberty shall convene a meeting of the Signatories¹ should an event(s) or circumstance(s) occur in the SPP footprint or that of an adjacent RTO of which Liberty is aware that Liberty believes significantly affects its position in SPP. Liberty shall apprise Stakeholders by email of such events that may affect its position in SPP. Any Stakeholder can request such a meeting be convened for the same reason. If, because of such a meeting, Liberty agrees that a further filing respecting its RTO participation should be made, it may make such a filing and it may include a cost-benefit study with its filing if it believes a cost-benefit study is warranted. If because of such a meeting Liberty does not agree that such a filing should be made, or that such a filing should be made but that a cost benefit study is not warranted, any Stakeholder can petition the Commission to enter, after hearing, its order requiring a further filing with or without a cost-benefit study.

J. Any cost-benefit study to be submitted, pursuant to a Commission order under paragraph I, will at a minimum examine continued participation in SPP versus participation in MISO or another RTO as appropriate for a range of years of not less than five (5) nor more than twenty (20) years. With respect to any such cost benefit

¹ Liberty, Staff, OPC, and SPP.

study, Liberty shall work with Staff and OPC and give them substantive input regarding the development of the specific methodology, inputs, outputs, and other features to be included in such a cost-benefit study. Liberty shall also advise and update SPP and MISO regarding the cost-benefit study. If any difference of opinion regarding the scope, particular details or preliminary assumptions that are necessary to and part of such a cost-benefit study arises, Liberty shall ultimately have responsibility for, and the burden of presenting a study in support of, whatever position it deems appropriate and necessary at the time of its filing, respecting its further RTO participation or operation as an ICT. Accordingly, Liberty is entitled to maintain a level of independence and control of any such cost-benefit study, while other parties retain their right to oppose Liberty's positions, or to provide alternative positions. Subject to any applicable privilege recognized by law and the provisions of the Commission's rule regarding confidential information, Staff and OPC shall be given access to data necessary for, and used in, preparing any such cost-benefit study, and shall be given the opportunity to have meaningful input in the preparation of any such cost-benefit study. Furthermore, Liberty shall advise and update the appropriate RTO(s) regarding such a cost-benefit study. Liberty will also provide regular reports regarding the progress and, if requested, reasonable details of the study to any party to this case that requests such updates or information. To maintain its independence and control of such cost-benefit study, Liberty shall act as the project manager for such cost-benefit study and shall engage and direct the work of Liberty or consultants assigned or retained to perform the cost-benefit study.

K. Liberty shall provide the Staff and OPC a presentation on the current and near-term plans for Liberty and its affiliates regarding local and regional transmission construction in Missouri annually at a mutually convenient time and location until the transmission projects identified in the 2024 ITP are completed and placed in service. Thereafter, if no transmission projects related to the SPP planning process are planned, Liberty may satisfy this obligation by notifying Staff and OPC of such 9 status.

4. This order shall be effective on October 24, 2026.



BY THE COMMISSION

Nancy Dippell

Nancy Dippell
Secretary

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

Pridgin, Deputy Chief Regulatory Law Judge

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 24th day of September, 2026.



Nancy Dippell

Nancy Dippell
Secretary

MISSOURI PUBLIC SERVICE COMMISSION

September 24, 2026

Case No: EO-2012-0269

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

Sincerely,

A handwritten signature in black ink that reads "Nancy Dippell". The script is cursive and fluid, with the first letters of the first and last names being capitalized and prominent.

Nancy Dippell
Secretary

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