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Witness: Aaron J. Doll
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Case No.: EO-2026-0101
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Before the Public Service Commission
of the State of Missouri

Rebuttal Testimony

of

Aaron J. Doll

on behalf of

The Empire District Electric Company d/b/a Liberty

November 5, 2026



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PUBLIC VERSION

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THE EMPIRE DISTRICT ELECTRIC COMPANY D/B/A LIBERTY
BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION
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I. INTRODUCTION

Q. Please state your name and business address.

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

Q. Are you the same Aaron J. Doll who provided direct testimony in this matter on behalf of The Empire District Electric Company d/b/a Liberty ("Liberty" or the "Company")?

A. Yes.

Q. What is the purpose of your rebuttal testimony in this proceeding before the Missouri Public Service Commission ("Commission")?

A. I respond to the direct testimony of Office of the Public Counsel ("OPC") witness Manzell Payne regarding the Market Price Protection Mechanism ("MPPM"). Specifically, I address his proposals to set Purchased Power Agreement ("PPA") Replacement Value to zero while the existing wind PPAs remain in effect and to exclude Transmission Congestion Rights ("TCR") and Auction Revenue Rights ("ARR") revenues from the revenue component of the calculation. I also address the treatment of other renewable resources, the Missouri renewable weighting, and the Elk River PPA extension insofar as those issues affect the disputed calculation. My testimony explains the approved calculation, the actual operating information used to apply it, and the consequences of Mr. Payne's proposed adjustment.

II. PURPOSE AND EXECUTIVE SUMMARY OF REBUTTAL POSITION

Q. Please summarize your principal disagreement regarding Mr. Payne's testimony.

A. My principal disagreement is his treatment of the zero PPA Replacement Values in the 2019 illustrative schedules as fixed restrictions that survive regardless of actual operating results, despite the fact that when the Commission approved the MPPM in 2019, it was explicitly stated that:

> All of the variables in the Market Price Protection Mechanism could change over time, but the Market Price Protection Mechanism accommodates these changes by updating these factors based on actual values, so customers do not need to lock in future conditions based on current assumptions.

Report and Order, Case No. EA-2019-0010, pp. 28-29.

The Commission made clear that Appendix B governs the MPPM calculation and requires the use of actual values unless otherwise specified in the stipulation. The subsequent Fourth Partial Stipulation provides a more specific test based on the renewable requirement not met by the existing wind PPAs. Liberty applies that test to actual information and experience. Mr. Payne instead would make contractual expiration a prerequisite to recognizing the residual renewable requirement served by the new Wind Projects.

Q. Is there another aspect of Mr. Payne's direct testimony with which you disagree?

A. Yes. The revenue adjustment has a separate defect. The 2022 agreement requires recognition of wind-project revenues returned to customers.[1] The disputed ARR/TCR credits are recorded customer benefits attributable to the Wind Projects. Excluding them because an illustrative schedule did not contain a separately labeled row would narrow the revenue component after the fact. Mr. Payne previously acknowledged their

[1] *Fourth Partial Stipulation and Agreement*, Case No. ER-2021-0312, ¶ 21(b)(iii), p. 7.

economic benefit, although he recommended exclusion based on his interpretation of the agreements.

Q. Does Liberty's position eliminate the customer protection provided by the MPPM?

A. No. The Company remains subject to the agreed tracking and sharing provisions. Customer protection depends on measuring the costs and benefits specified in the mechanism consistently. A larger calculated sharing balance does not establish a more accurate calculation. The question is whether that balance includes the components the parties agreed to recognize.

III. PAST STATEMENTS

Q. Do you acknowledge the statements made in Case No. EA-2019-0010 concerning when PPA Replacement Value would arise?

A. Yes. Company counsel described PPA Replacement Value as arising in later years when the Elk River and Meridian Way PPAs ended. Mr. Holmes likewise explained the zero values in the illustration by stating, "You haven't replaced anything."[2] I also acknowledge that, in its 2019 Report and Order, the Commission referred to replacement "once they have expired[3]", and cited Mr. Holmes testimony in a footnote to that passage. Those statements are part of the history of the MPPM and should be addressed directly.

The question in this proceeding is how that history applies to an annual calculation using actual information under the subsequently approved clarification. Liberty's position gives effect to the original resource planning rationale, Appendix

[2] Missouri Public Service Commission, Case No. EA-2019-0010, *Hearing Transcript*, Vol. II, p. 197, lines 16–20.
[3] Missouri Public Service Commission, Case No. EA-2019-0010, *Report and Order*, pp. 27–28.

B's actual-values requirement, and the specific calculation adopted in Case No. ER-2021-0312.

Q. Was the MPPM intended to retain the numerical assumptions used in the 2019 illustration?

A. No. The Wind Projects had not yet accumulated an operating history since they did not come into service until late 2020 and early 2021, so the parties used forecasts to illustrate a ten-year calculation. Exhibit D, Row 3, of Appendix B to the Non-Unanimous Stipulation and Agreement in Case No. EA-2019-0010, expressly states: "All numbers utilized, unless specified elsewhere in the STIP, are for example only, actual values will be input into the calculation during the life of the MPP." The schedules provided a model of the calculation, not a commitment that forecasted conditions would occur. The agreed parameters remain in place, while actual information replaces illustrative inputs unless the stipulation specifies otherwise. Mr. Holmes's contemporaneous explanation, also reproduced by Mr. Payne, confirms that the mechanism would update its components using actual values.

Q. Does Mr. Payne's own testimony recognize that the schedules he relies upon were illustrative?

A. Yes. Mr. Payne twice describes the schedules as an "illustration" of the PPA Replacement Value. He also quotes Mr. Holmes's explanation that the worksheets were "examples of the way the market price protection would work."[4] The schedules illustrated how the agreed upon methodology operated using the assumptions then available. Nothing in the schedules made those values a requirement in those years.

[4] Manzell Payne Direct Testimony, Case No. EO-2026-0101, p.9, quoting Evidentiary Hearing Testimony of David Holmes, Case No. EA-2019-0010.

The methodology governs, and Appendix B directs the Company to use actual values in place of the example unless otherwise specified in the stipulation.

Q. Why did the original illustration show zero PPA Replacement Value before the existing PPAs expired?

A. The illustration assumed that production from Elk River and Meridian Way would be sufficient to meet the applicable renewable requirement during their original terms as historically had been the case. Under that assumption, there was no remaining requirement for the new Wind Projects to supply. The resulting calculation of the PPA Replacement Value was therefore zero. Expiration was the anticipated point at which those resources would cease supplying the RPS requirement and the Wind Projects would assume that role.

However, that illustration does not establish that the same result must apply when the existing PPAs deliver substantially less energy than assumed, and the approved calculation recognizes the remaining requirement supplied by the Wind Projects.

Q. What changed after the illustrative schedules were prepared?

A. Actual production from the existing PPAs has been materially below the illustration. The original assumption was approximately 872,000 MWh annually from Elk River and Meridian Way combined. Actual production averaged approximately 474,000 MWh during the first three MPPM periods, or 54.3% of the illustrated amount. It should be noted that the latter figure is a three-period average, not the production in each individual period.

Q. Why was the resulting production less than anticipated?

A. As explained in my direct testimony, the facilities experienced different operating and market conditions, including expiration of their Production Tax Credits, SPP congestion and pricing conditions, curtailments, and other operational factors. Those conditions contributed to production below the historical levels used within the illustration. The renewable requirement also depends on actual Missouri retail sales. Both sides of that calculation must reflect the applicable period.

Q. Does the approximately 398,000 MWh reduction from the forecast equal the quantity eligible for PPA Replacement Value?

A. No. That difference measures the decline from the illustrative production assumption. The eligible quantity is determined against the applicable renewable requirement, after recognizing existing-PPA production and the specified solar requirement and is limited to the remaining requirement supplied by the Wind Projects. A reduction in PPA output does not, by itself, establish the replacement quantity.

Q. What benefit did customers receive when the Wind Projects supplied that remaining requirement?

A. Customers received qualifying renewable energy from the Wind Projects that met a requirement the existing PPAs and specified solar contribution did not fully satisfy. The Wind Projects therefore performed a renewable supply function that otherwise would need to be met through another eligible source. That contribution occurred even though the original PPA contracts remained in effect. PPA Replacement Value recognizes that contribution under the negotiated MPPM methodology. It is distinct from the energy's SPP market value. The calculation does not establish that Liberty made, or avoided, a separate cash purchase equal to the calculated amount. It assigns the agreed value to the qualifying contribution actually provided by the Wind Projects.

IV. APPLICATION OF THE FOURTH PARTIAL STIPULATION

Q. What approved provision specifies how PPA Replacement Value is calculated?

A. Paragraph 21(b)(iv) of the Fourth Partial Stipulation and Agreement in Case No. ER-2021-0312 provides:

> iv. A PPA replacement value will be calculated:
>
> - For any renewable compliance standard not met by existing wind PPAs through life of the MPPM
> - Based on energy from the wind projects being used to meet the renewable standards that is not met by existing solar requirements (e.g., currently 2% of Missouri RES)

The Commission approved that stipulation, incorporated its terms, and directed the signatories to comply in ordered paragraph 4 of its March 9, 2022 Order Approving Stipulations and Agreements. Case No. EO-2018-0092 explains the mechanism's origin; the 2019 framework from Case No. EA-2019-0010 and subsequent clarification establishes its operative terms.

Q. Does paragraph 21(b)(iv) make expiration a prerequisite to recognizing PPA Replacement Value?

A. No. It identifies the renewable requirement not met by the existing wind PPAs and the Wind Project energy used to satisfy the remaining requirement after the specified solar contribution. It contains no express expiration trigger or fixed starting year. Liberty's calculation applies those criteria to actual information. The existing PPAs affect the result through the qualifying energy they supply.

Q. How is the eligibility quantity determined?

A. The eligible quantity is the portion of the applicable renewable requirement that remains after accounting for qualifying production from the existing wind PPAs and the specified solar requirement, to the extent that remaining requirement is supplied by the Wind Projects. If those existing contributions fully satisfy the requirement, the eligible quantity is zero. Otherwise, the calculation recognizes the qualifying Wind Project energy used to satisfy the balance.

This determines the quantity of energy eligible for valuation. The supporting workpapers then apply the Company's PPA Replacement Value methodology to determine the corresponding dollar amount.

Q. How do you reconcile this interpretation with the stipulation's description of paragraph 21 as "Clarification only"?

A. The clarification preserves the MPPM's structure while specifying how its existing components are calculated. Liberty is not adding a new category of benefit. PPA Replacement Value was already included in Appendix B. Paragraph 21(b)(iv) supplies the annual test for that component, and Appendix B requires actual values for its variable inputs. The earlier statements cited by Mr. Payne, including Staff witness Luebbert's testimony and the Company discovery response quoted in that testimony, explain the anticipated replacement role of the Wind Projects[5]. They do not eliminate the calculation language that Liberty, Staff, and OPC subsequently agreed to and the Commission approved.

Q. What is the consequence of Mr. Payne's proposed interpretation?

A. It would preserve the zero result from the 2019 illustration after the production assumption supporting that result no longer holds. Actual costs and market revenues

[5] Direct Testimony of Manzell M. Payne, Case No. EO-2026-0101, p. 13, lines 3–21 & nn. 19–20.

would enter the calculation, while an expressly recognized benefit would remain fixed at zero. That selective application would exclude the Wind Projects' qualifying contribution because the PPAs remained under contract, regardless of the energy those contracts actually supplied.

Q. What do you recommend?

A. I recommend that the Commission apply the actual values requirement together with the specific annual methodology in paragraph 21(b)(iv). Otherwise, the calculation does not match what actually happened in the marketplace, contrary to the Commission's stated intent when it approved the MPPM in 2019.

V. TCR AND ARR REVENUES

Q. What are TCR and ARR revenues?

A. Transmission congestion right ("TCRs") revenues are financial rights used to hedge against day-ahead transmission congestion between settlement locations that are received from the Southwest Power Pool ("SPP").[6] Auction Revenue Rights ("ARRs") entitle their holders to a share of the revenues from SPP's TCR auctions.

Q. What does OPC witness Payne recommend in regard to TCR and ARR revenues?

A. He recommends that they be excluded from the MPPM calculation.

Q. What arguments does Mr. Payne advance for excluding TCR and ARR revenues?

A. At pages 20–22 of his direct testimony, Mr. Payne argues that ARR/TCR revenues were not identified in the illustrative schedule or ordered for inclusion, and that SPP administers those instruments separately from its energy markets. He then removes the revenues in his comparison of the MPPM results. Neither the absence of a separately

[6] *See* TCR Markets - Southwest Power Pool.

labeled row nor the distinction between market products resolves the scope of the approved revenue component.

Q. What language supports including the TCR and ARR revenues in the revenue component of the formula?

A. Paragraph 21(b)(iii) of the Fourth Partial Stipulation and Agreement in Case No. ER-2021-0312 requires recognition of "all Wind Project revenues returned to customers[7]" and expressly includes "all miscellaneous revenues[8]". Paragraph 21(c) requires "all costs and revenue components shall be tracked including the revenues included in the FAC[9]". Appendix B also defines the SPP revenue input by reference to total Wind Project revenue on the SPP invoice[10]. Those provisions govern whether a receipt belongs in the calculation; the example's row labels do not limit the source of revenue.

Q. Does Liberty dispute that TCRs and ARRs are distinct from energy sales?

A. No. Neither instrument represents additional physical energy. Their separate market treatment does not exclude qualifying Wind Project revenues from a component that expressly includes "miscellaneous revenues."

Q. How are the disputed revenues related to the Wind Projects and customer benefits?

A. The revenues included in Liberty's calculation are attributable to the Wind Projects and offset congestion exposure associated with delivering generation to load. My True-Up rebuttal testimony in Case No. ER-2024-0261 confirmed that the new wind farms' ARR/TCR revenues were credited to customers through the FAC. Liberty's position

[7] *Fourth Partial Stipulation and Agreement*, Case No. ER-2021-0312, ¶ 21(b)(iii), p. 7.
[8] *Fourth Partial Stipulation and Agreement*, Case No. ER-2021-0312, ¶ 21(b)(iii), p. 7.
[9] *Fourth Partial Stipulation and Agreement*, Case No. ER-2021-0312, ¶ 21(c), p. 8.
[10] Case No. EA-2019-0010, Non-Unanimous Stipulation and Agreement, Appendix B, § 3 ("Calculations"), p. 17, under "Calculate AWV."

concerns only those project-related revenues, not every ARR or TCR transaction in its portfolio.

Q. Does recognizing the FAC credits in the MPPM count the same benefit twice?

A. No. The FAC returns the eligible revenues to customers. The MPPM recognizes those revenues in measuring the specified costs and benefits for sharing purposes. That recognition does not create a second payment. The supporting accounts must reconcile the amounts such that each receipt is included only once within the MPPM.

Q. How does OPC's current position compare with its prior testimony concerning revenues including in the MPPM?

A. In Case No. ER-2021-0312, OPC witness Lena Mantle advocated including all sources of revenue in the MPPM rather than limiting the calculation to SPP market revenues. She specifically supported including; REC revenues, Paygo, and the value of production tax credits. In surrebuttal, she acknowledged that including REC revenues and production tax credit values would change the MPPM as she understood it to have been originally ordered, but expressly supported their inclusion. In Case No. ER-2024-0261, Mr. Payne subsequently acknowledged that the economic rationale for recognizing customer benefits would support including ARR/TCR revenues, although he ultimately recommended their exclusion under his interpretation of the agreements.

This history matters because OPC did not consistently treat the absence of a specifically named revenue stream from the original documents as dispositive. The parties subsequently addressed revenue treatment in paragraph 21(b)(iii) of the Fourth Partial Stipulation, which includes all Wind Project revenues returned to customers, including miscellaneous revenues. The question is therefore whether the project-related

ARR/TCR revenues fall within "miscellaneous revenues." Their absence from a separately labeled row in the original illustration does not resolve that question.

Q. How does Mr. Payne's exclusion of ARR/TCR revenues affect the four-year MPPM calculation?

A. Mr. Payne's proposal would exclude $39.45 million in Wind Project revenues that customers received in rates during the first four MPPM years. The table shows the amount credited to customers each year.

MPPM Year	ARR/TCR Revenue Credit
Year 1	$10,944,291
Year 2	$5,675,655
Year 3	$12,902,353
Year 4	$9,923,218
Years 1-4 Total	$39,445,517

These credits fall within the category of revenues identified in paragraph 21(b)(iii) of the Fourth Partial Stipulation: revenues attributable to the Wind Projects and returned to customers.[11] Including the credits in the MPPM recognizes the benefit customers already received through the fuel adjustment clause; it does not credit customers a second time.

Mr. Payne's proposal would leave the congestion costs in the calculation while removing the revenues that offset those costs. Holding all other entries unchanged, that exclusion would increase cumulative Annual Wind Value by $39.45 million and, under the 50 percent sharing provision, increase cumulative Annual Sharing Value by $19.72 million. The increase would arise entirely from omitting revenues customers received. In my view, that treatment overstates the Wind Projects' net cost to customers and is inconsistent with the parties' agreement.

[11] Case No. ER-2021-0312, Fourth Partial Stipulation and Agreement, ¶ 21(b)(iii), p. 7.

VI. REGULATORY TREATMENT OF ELK RIVER PPA EXTENSION

Q. What is the issue as to the treatment of the Elk River PPA extension?

A. The issue is whether generation under the extension should count as generation from an existing PPA when calculating PPA Replacement Value. As I explained in my direct testimony[12], Liberty treats the original PPA as an existing PPA through its 2025 expiration and the extension as a separate procurement to meet a subsequent capacity need.

Q. What is the consequence of how the Elk River extension is treated?

A. Counting generation under the extension would reduce the PPA Replacement Value credited to the Wind Projects, even though the MPPM gives no corresponding credit for the capacity that prompted Liberty to extend the agreement. A capacity-only purchase could therefore have produced a better MPPM result while providing less value to customers.[13]

Q. How should the post-2025 extension of Elk River PPA be treated under the MPPM?

A. The original Elk River PPA should be recognized through its original term ending December 31, 2025. Liberty's position is that the subsequent extension should be treated as a separate procurement for MPPM purposes. The extension was implemented by amendment, but it involved a new decision to purchase power for an additional period under different economics and resource adequacy conditions.

Q. What changed in the circumstances supporting procurement?

[12] Doll Direct, p. 43, lines 15–23; p. 50, lines 8–16.
[13] Doll Direct, p. 48, lines 7–21.

A. Liberty faced materially tighter capacity requirements as the original term approached its end. My direct testimony describes the SPP winter planning reserve margin framework of 36% for the 2026/2027 through 2028/2029 seasons and 38% beginning with 2029/2030. Those planning assumptions provide context for the extension decision. Preserving accredited capacity became substantially more important while longer-term resources were being developed. Capacity requirements concern accredited capacity, not merely the nameplate rating or annual energy of a wind facility. The extension decision therefore had to consider the value of retaining the resource within Liberty's portfolio under the then-available commercial alternatives. The fact that the same facility continued producing electricity does not make that procurement economically identical to the original agreement.

Q. Is excluding the extension period from the existing PPA baseline inconsistent with the Company's position on actual values?

A. No, the issues are distinct. Actual values determine the annual output of a resource included in the agreed baseline. The extension question determines whether a newly negotiated procurement period belongs in that baseline at all. Liberty recognizes actual qualifying production under the original term. It requests a determination that the later procurement does not automatically extend the original term's MPPM treatment. I recognize that OPC reads "existing wind PPAs" to encompass the amended agreement. That is a disputed interpretation for the Commission to decide. The Company's position is grounded in the identity of the original procurement and the economic distinction of the later transaction. It does not depend solely on retaining an illustrative zero production forecast after 2025.

Q. What does the Company's economic analysis demonstrate about the value of the Elk River extension?

A. **[redacted]**

Q. Why does that economic outcome matter to the extension's treatment under the MPPM?

A. The Company evaluated the extension in response to materially different resource adequacy requirements and selected it based on its overall value to customers. Treating production during the extension period as a continuation of the original PPA baseline would reduce PPA Replacement Value because the Company secured the beneficial procurement, without corresponding recognition of the capacity value that helped justify the decision. That treatment would create a misalignment between customer economics and the Company's MPPM outcome. A capacity-only purchase could address the same capacity need without reducing PPA Replacement Value, yet provide

[14] **[redacted]**

none of Elk River's associated energy, REC, or ARR/TCR benefits. Sound regulatory policy should support procurement decisions based on their total customer value, rather than create an incentive to select an alternative because it produces a more favorable result under a narrower regulatory calculation. This supports treating the extension as a separate procurement period while preserving the MPPM treatment of the original PPA through its original term.

Q. Why is the distinction important to the regulatory bargain?

A. The MPPM does not recognize all capacity and reliability value. Treating the extension as a continuation of the original baseline would reduce PPA Replacement Value because Liberty made a later procurement decision to preserve needed capacity, while providing no corresponding MPPM recognition of the capacity benefit that materially supported that decision. That consequence supports examining the later procurement on its own terms rather than assuming its treatment from the facility's unchanged name. The Commission should determine the treatment of this extension based on the original term, the subsequent procurement, and the approved MPPM.

VII. CONCLUSIONS AND RECOMMENDATIONS

Q. Does the focus of your rebuttal testimony change the Company's position on any other aspect of the MPPM?

A. No. The Company continues to support its MPPM calculations as filed and the methodology explained in my direct testimony. Those calculations apply the framework approved in Case No. EA-2019-0010 together with the clarifications approved in Case No. ER-2021-0312, using actual information for the applicable periods. My focus here on Mr. Payne's principal adjustments does not alter the

Company's position on the remaining calculation components. I recommend that the Commission apply the approved methodology as a whole.

Q. What is the central point the Commission should take from your rebuttal testimony?

A. Liberty accepted the obligations associated with the MPPM. The same mechanism must also recognize the benefits its approved provisions include. Applying actual costs while freezing an illustrative benefit at zero or deleting customer revenues, changes the measurement the parties agreed to administer. The Commission should preserve that regulatory bargain represented by the MPPM.

Q. What are your final recommendations to the Commission?

A. I recommend that the Commission reject Mr. Payne's proposed zero PPA Replacement Values and exclusion of qualifying ARR/TCR revenues and approve Liberty's MPPM calculations as filed with respect to those disputed adjustments. The Commission should apply Appendix B together with paragraph 21 of the Fourth Partial Stipulation, using actual information for the variables the approved methodology requires. Specifically, the Commission should determine that an active PPA does not automatically preclude PPA Replacement Value; that the calculation must recognize the residual renewable requirement supplied by the Wind Projects under the adopted methodology; and that qualifying wind-project ARR/TCR revenues returned to customers belong in the revenue calculation. It should reject OPC's additional Ozark Beach and renewable-weighting adjustments and recognize the original Elk River term separately from the later extension for MPPM purposes.

The resulting order should preserve consistent treatment of costs and benefits, Missouri jurisdictional accounting, carrying costs, and the agreed sharing provisions.

The Year 4 figures should be described as interim accumulated values. They should not be presented as the completed ten-year outcome or as a comprehensive measure of all Wind Project value.

Q. Does this conclude your rebuttal testimony at this time?

A. Yes.

VERIFICATION

I, Aaron J. Doll, under penalty of perjury, on this 5th day of November, 2026, declare that the foregoing is true and correct to the best of my knowledge and belief.

/s/ Aaron J. Doll