

**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

**THE OFFICE OF THE PUBLIC COUNSEL’S OBJECTION TO THE
SUPPLEMENTAL STIPULATION AND AGREEMENT FILED DECEMBER 12, 2025**

COMES NOW the Office of Public Counsel (“Public Counsel”) and, within the one and one-half business days the Commission allotted by order, hereby objects to the *Supplemental Stipulation and Agreement* of the Staff of the Commission, Midwest Energy Consumers Group (“MECG”), Renew Missouri Advocates d/b/a Renew Missouri, and The Empire District Electric Company d/b/a Liberty (“Liberty,” “Empire,” or the “Company”) filed on December 12, 2025. The Office of the Public Counsel objects to and opposes the *Supplemental Stipulation and Agreement* as follows:

1. Early afternoon on Friday, December 12, 2025, parties filed to extend the briefing schedule in this case for initial briefs to be due on December 16, 2025, and reply briefs to be due on December 23, 2025. An hour later the Commission granted the requested extensions.¹ Thirty-two minutes later the signatories to the *Supplemental Stipulation and Agreement* filed it. Thirty-one minutes after that at 4:15 PM, Friday, December 12, 2025, the Commission shortened the time for parties to object to the *Supplemental Stipulation and Agreement* from seven days to noon, Tuesday, December 16, 2025—three and one-half calendar days, but only one and one-half business days.

¹ Initial and reply briefs originally were due November 4 and 14, 2025, respectively. In total the Commission extended the brief due dates five times—on November 6, 2025, November 14, 2025, November 26, 2025, December 5, 2025, and December 12, 2025.

2. While the signatories to the *Supplemental Stipulation and Agreement* took over a month from the November 5, 2025, Commission agenda meeting to negotiate and file their new agreement which includes fourteen pages and incorporates parts of the objected to October 6, 2025, *Non-Unanimous Stipulation and Agreement*, the Commission has given Public Counsel and other parties only one and one-half business days to respond to that new agreement. As Chair Hahn directed at the Commission’s November 5, 2025, open meeting, Public Counsel was excluded from the negotiations that culminated with the *Supplemental Stipulation and Agreement*.

3. Rule 20 CSR 4240-2.115(2)(B) requires: “The objecting party shall identify the specific provision of the stipulation and agreement that is objected to and provide a reason for each objection.” Due to the short time within which the Commission has given it to review and marshal its objections and reasons for them, Public Counsel may not capture each of its specific objections to the new agreement and all of its reasons for objecting.

4. Public Counsel objects to the *Supplemental Stipulation and Agreement*.

5. One of the reasons Public Counsel objects to the *Supplemental Stipulation and Agreement* is that if the Commission reviews all relevant factors in this case and determines that Liberty’s rates should not be increased because Liberty’s customer service is inadequate—a view the Commissioners indicated for this case at their November 5, 2025 open meeting—and issues a report and order where it so states, then the Commission’s rate review in this case should be done. Only in a new rate review proceeding should the Commission evaluate anew all of the relevant factors to determine whether and how Liberty’s rates should change.

6. If the Commission denies Liberty a rate increase in this case because of its customer service, then Liberty can file a new rate case seeking to change its rates, if and when Liberty views that its customer service no longer is an overwhelming relevant factor that would keep the

Commission from allowing it to increase its rates, The Commission would then evaluate all the relevant factors in that future proceeding to determine whether Liberty’s rates should change.

7. Another reason for Public Counsel’s objection is that the customer metrics in paragraph three of the *Supplemental Stipulation and Agreement* are inadequate. Liberty already is required to comply with Commission rules and its tariff. Further, the agreement contemplates Commission Staff review of metric compliance, but it does not contemplate review and confirmation by an independent third party. It is unclear as to who is to decide when the metrics are met, and at least one metric is vague—“the Company shall show progress.” (¶3.f.). While not exhaustive, the following includes customer service issues for which there are no metrics or the metrics are inadequate in the *Supplemental Stipulation and Agreement*:

- a. As Public Counsel pointed out in its objection to the October 6, 2025, *Non-Unanimous Stipulation and Agreement*, among the billing issues that Liberty’s customers raised were multiple bills for different amounts for the same billing period, failure to bill new accounts for multiple billing months, applying incorrect tax to bills, failure to bill usage (inadequately addressed), sending bills by mail that customers receive past their due date, billed usage information not matching online MyAccount usage information for the same time period, billing for usage during a customer outage, billing outside the 29-35 day period required by Commission rule (inadequately addressed), failure to include a contact phone number for bill questions, and overbilling for usage.
- b. As Public Counsel also pointed out in its objections, among the customer service issues are unfulfilled commitments to issue bills, inability to tell customers what they owe, telling the two-time former mayor of Branson and the seller who were trying to transfer a condominium account to a new owner “to go and to climb down a gully to go verify that

[the meter number provided to the customer service representative] was the correct meter number.”

- c. Additionally, as Chair Hahn noted during the evidentiary hearing two municipalities—Bolivar and Buffalo—raised issues with streetlights being out. She also pointed out that customers want adequately staffed physical locations where they can comfortably wait to see Liberty representatives to make payments, and to get their address billing and other customer service questions attended to in-person.
- d. Moreover, there are no metrics for the disconnect between information in the online MyAccount and Liberty’s billings, the disconnect between MyAccount information and solar installer usage information for net metering customers, or for crediting or refunding customer overpayments.

8. An additional reason Public Counsel objects to the *Supplemental Stipulation and Agreement* is that Staff has not yet released, and Public Counsel has not seen, Staff’s investigation report Staff currently is to file by December 31, 2025, in Case No. OO-2025-0233 (*In the Matter of an Investigation into the Customer Service and Billing of Liberty Utilities Including Electric, Gas, and Water Utilities*), nor has Public Counsel seen J.D. Power’s 2025 *U.S. Electric Utility Residential Customer Satisfaction Study* results that are scheduled to be released December 16, 2025, with a J.D. Power press release to follow on December 17, 2025.

9. Because, despite Public Counsel’s objection, the Commission is addressing the listed Issue 128 and its subparts regarding the Market Price Protection Mechanism (MPPM) in newly created Case No. EO-2026-0101, Public Counsel is not incorporating into this pleading paragraph 1 from its objection to the October 6, 2025, *Non-Unanimous Stipulation and Agreement*:

however, Public Counsel by this reference hereby incorporates herein all other paragraphs from its objection to the October 6, 2025, *Non-Unanimous Stipulation and Agreement*.

Wherefore, the Office of Public Counsel objects to and opposes the December 12, 2025, *Supplemental Stipulation and Agreement* as stated above.

Respectfully,

/s/ Nathan Williams

Nathan Williams
Chief Deputy Public Counsel
Missouri Bar No. 35512

Office of the Public Counsel
Post Office Box 2230
Jefferson City, MO 65102
(573) 526-4975 (Voice)
(573) 751-5562 (FAX)
Nathan.Williams@opc.mo.gov

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been mailed, hand-delivered, transmitted by facsimile or electronically mailed to all counsel of record this 16th day of December 2025.

/s/ Nathan Williams