

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of The Empire District Electric Company’s)
Request for Authority to Implement Rate Adjustments) Case No. ER-2020-0311
Related to the Company’s Fuel and Purchased Power)
Adjustment (“FAC”) Required by 20 CSR 4240-20.090)

GLOBAL, UNANIMOUS STIPULATION AND AGREEMENT

COME NOW all parties hereto, The Empire District Electric Company (“Liberty” or “Company”), the Staff of the Commission (“Staff”), and the Office of the Public Counsel (“OPC”) (collectively, the “Signatories”), and submit this Global, Unanimous Stipulation and Agreement (“Stipulation”) for consideration and approval by the Missouri Public Service Commission (“Commission”):

1. This Stipulation is being entered into for the purpose of settling all issues in this case on behalf of the Signatories. Pursuant to this Stipulation, no order other than an order approving this Stipulation as a full and complete resolution of this case shall be needed herein, and no additional tariff filing in this matter will be required.

2. Pursuant to this Stipulation, Empire is no longer seeking recovery of the \$1,925,886 coal inventory adjustment in this Fuel & Purchased Power Adjustment Clause (“FAC”) docket. Empire shall reverse its initial entry of the inventory adjustment. The coal inventory adjustment will be deferred to FERC Account 182.3, Other Regulatory Assets, for future ratemaking consideration in Empire's next general rate case. No determination regarding the prudence of this adjustment is determined in this FAC docket.

3. The FAR to be charged to customers under Empire’s currently effective tariff sheet shall continue in effect until modified by a subsequent order of the Commission.

4. The Signatories agree that the \$177,885 of costs attributable to undistributed coal expenses are eligible costs to include in the Company's FAC. The undistributed coal expenses shall be included for recovery in Empire's FAC docket, filed October 1, 2020, subject to future prudence review. This shall be accomplished with a prior-period adjustment for each respective month and associated cost.

5. No Signatory will be deemed to have approved, accepted, agreed, consented, or acquiesced to any substantive or procedural principle, treatment, calculation, or other determinative issue underlying the provisions of this Stipulation except as otherwise specifically set forth herein. Except as specifically provided herein, no Signatory shall be prejudiced or bound in any manner by the terms of this Stipulation in any other proceeding, regardless of whether this Stipulation is approved.

6. This Stipulation has resulted from extensive negotiations among the Signatories and the terms hereof are interdependent. In the event the Commission does not approve this Stipulation, or approves it with modifications or conditions to which a Signatory objects, then this Stipulation shall be null and void, and no Signatory shall be bound by any of its provisions.

7. If the Commission does not approve this Stipulation unconditionally and without modification, and notwithstanding its provision that it shall become void, neither this Stipulation, 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 Section 536.090, RSMo, or Article V, Section 18 of the Missouri Constitution, and the Signatories shall retain all procedural and due process rights as fully as though this Stipulation had not been presented for approval, and any suggestions or memoranda, testimony or exhibits that have been offered or received in support of this Stipulation 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 further purpose whatsoever.

8. If the Commission unconditionally accepts the specific terms of this Stipulation without modification, the Signatories waive, with respect only to the issues resolved herein: their respective rights (1) to call, examine and cross-examine witnesses pursuant to Section 536.070(2), RSMo 2000; (2) their respective rights to present oral argument and/or written briefs pursuant to Section 536.080.1, RSMo 2000; (3) their respective rights to the reading of the transcript by the Commission pursuant to Section 386.080.2, RSMo 2000; (4) their respective rights to seek rehearing pursuant to Section 386.500, RSMo 2000; and (5) their respective rights to judicial review pursuant to Section 386.510, RSMo Supp. 2011, as applies to the other signatories to this Stipulation. These waivers apply only to a Commission order respecting this Stipulation issued in this above-captioned proceeding, and do not apply to any matters raised in any prior or subsequent Commission proceeding, or any matters not explicitly addressed by this Stipulation.

9. The Signatories shall also have the right to provide, at any agenda meeting at which this Stipulation is noticed to be considered by the Commission, whatever oral explanation the Commission requests, provided that each Signatory shall, to the extent reasonably practicable, provide the other parties with advance notice of the agenda meeting for which the response is requested. A Signatory's oral explanations shall be subject to public disclosure, except to the extent they refer to matters that are privileged or protected from disclosure pursuant to the Commission's rules on confidential information.

10. This Stipulation contains the entire agreement of the Signatories concerning the issues addressed herein.

11. This Stipulation does not constitute a contract with the Commission and is not intended to impinge upon any Commission claim, right, or argument by virtue of the Stipulation's approval. Acceptance of this Stipulation by the Commission shall not be deemed as constituting an agreement on the part of the Commission to forego the use of any discovery, investigative or other power which the Commission presently has or as an acquiescence of any underlying issue. Thus, nothing in this Stipulation is intended to impinge or restrict in any manner the exercise by the Commission of any statutory right, including the right to access information, or any statutory obligation.

12. Contingent upon Commission approval of this Stipulation without modification, the Signatories hereby stipulate to the admission into the evidentiary record of the pre-filed written testimony of their witnesses.

WHEREFORE, Liberty, Staff, and OPC request approval of this Global, Unanimous Stipulation and Agreement as a full and complete resolution of this case.

Respectfully submitted,

The Empire District Electric Company

/s/ Diana C. Carter

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