

**STATE OF MISSOURI
PUBLIC SERVICE COMMISSION**

At a session of the Public Service Commission held at its office in Jefferson City on the 8th day of December, 2021.

In the Matter of the Application of Liberty)	
Utilities (Missouri Water) LLC d/b/a Liberty)	
Utilities for Certificates of Convenience and)	
Necessity Authorizing it to Install, Own,)	<u>File No. WA-2020-0397</u> ¹
Acquire, Construct, Operate, Control,)	
Manage, and Maintain a Water System and)	
Sewer System in Bolivar, Polk County,)	
Missouri)	

**ORDER APPROVING STIPULATION AND AGREEMENT,
ASSET TRANSFER, AND CERTIFICATES OF
CONVENIENCE AND NECESSITY**

Issue Date: December 8, 2021

Effective Date: December 18, 2021

On October 15, 2020, Liberty Utilities (Missouri Water) LLC d/b/a Liberty Utilities (Liberty) filed its Application for Certificates of Convenience and Necessity (“CCNs”) authorizing it to install, own, acquire, construct, operate, control, manage and maintain a water system and a sewer system in Bolivar, Polk County, Missouri (Bolivar). On October 16, 2020, the Commission issued its Order Directing Notice, Setting Date for Intervention, Consolidating Files and Ordering Staff Recommendation.

Liberty seeks CCNs for water and sewer systems currently owned and operated by Bolivar, and Liberty seeks approval of the transfer of those systems to Liberty. Liberty’s application states that Bolivar’s voters approved the transfer and authorized a

¹ On October 16, 2020, the Commission consolidated Files WA-2020-0397 and SA-2020-0398 with WA-2020-0397 to be the lead case.

franchise agreement in an election on June 2, 2020. The application states that effective November 27, 2019, Liberty and Bolivar executed the Asset Purchase Agreement Between Liberty Utilities (Missouri Water) LLC and City of Bolivar, Missouri (“APA”) attached as Exhibit A of the application.²

On April 16, 2021,³ the Commission Staff (Staff) filed its Recommendation. In addition to obtaining the CCNs, Liberty’s application sought to establish the ratemaking rate base associated with the Bolivar water and sewer assets pursuant to Section 393.320, RSMo.⁴ A gateway requirement for such treatment is that Liberty be a “large water public utility” per the Section 393.320.1(1), RSMo statutory definition. Although Staff’s Memorandum, attached as Appendix A to its recommendation, concluded that Liberty’s application met the first four Tartan criteria,⁵ Staff recommended, nevertheless, that the Commission deny the CCN application if the Commission determined that Liberty met the Section 393.320, RSMo definition of a “large public water utility,” arguing that a CCN based on the appraisal method required under Section 393.320 would not be convenient or necessary for the public service and would not promote the public interest.

On June 16, Liberty filed a Motion for Summary Determination and Request for Ruling that Liberty is a “large public water utility” under Section 393.320, RSMo. On July 28, the Commission issued its Order Denying Motion for Partial Summary Determination and Issuing a Determination on the Pleadings that Liberty is Not a Large Water Public Utility. Thereafter Liberty filed, and on August 25 the Commission denied a Motion for Reconsideration and/or Application for Rehearing.

² Designated confidential in accordance with Commission Rule 20 CSR 4240-2.135(2)(A)(3).

³ All further date references will be to 2021 unless otherwise indicated.

⁴ All references to the Missouri Revised Statutes will be to the 2016 issue.

⁵ Set out hereinafter in the Conclusions of Law and Decision.

On October 29, the Commission issued its Order Setting Procedural Conference or Directing Filing. On November 12, the parties filed a Global Stipulation and Agreement (Stipulation). The stipulation's signatories are Liberty and the Staff. The terms and conditions of the stipulation are set out and/or incorporated by reference with particularity in the Findings of Fact below. The stipulation states that although OPC is not a signatory, OPC does not object to the Commission's approving the stipulation "as a complete resolution of these dockets." The stipulation requests the Commission's approval of Liberty's application to install, own, acquire, construct, operate, control, manage, and maintain a water system and a sewer system in Bolivar, Polk County, Missouri, subject to the conditions set out in the stipulation.

The stipulation provides that Liberty will initially establish a rate base for the Bolivar systems as of December 31, 2019, utilizing Staff's calculation of a net book value for water and sewer assets⁶; but also provides that the Commission will authorize Liberty to establish a regulatory asset for stipulated amounts related to the water and sewer systems.⁷ The parties stipulate that rate recovery of this regulatory asset will be determined in Liberty's next general rate case, "but [that] Staff agrees to support Liberty's rate recovery of this amount."

FINDINGS OF FACT

The Commission officially notices and has considered the application filed on October 15, 2020, exhibits A through I of the application, the Staff Recommendation filed on April 26, 2021, and the stipulation filed on November 12, 2021. The Commission makes the following findings of fact:

⁶ \$5,566,992 for water and \$8,356,492 for sewer.

⁷ \$1,612,758 for water and \$2,368,627 for sewer.

1. Liberty is a Missouri limited liability company with its principal office located at 602 Joplin Street, Joplin, Missouri, 64801, and provides water and sewer services to customers in its Missouri service areas, as certificated by the Commission.

2. Bolivar is a fourth class city located in Polk County, Missouri, with a population of approximately 11,000. The Bolivar systems provide service to approximately 4,690 water connections and 4,786 sewer connections.

3. On November 12, Liberty and the Commission Staff filed a Global Stipulation and Agreement (Stipulation). The stipulation states that although OPC is not a signatory, OPC does not object to the Commission's approving the stipulation as a complete resolution of the dockets.

4. There is a need for the water and sewer service.⁸ The source of supply for Bolivar's water systems is groundwater. Bolivar's drinking water system requires relatively minor upgrades.⁹ The wastewater system, however, is in noncompliance with a U.S. EPA Administrative Order of Compliance due to inflow and infiltration, causing the treatment plant to violate permit limits, and causing bypassing, which is a discharge of partially treated wastewater.¹⁰ Bolivar's sewer system needs to be brought into compliance to ensure safe and adequate service.¹¹

5. Liberty has the technical and managerial capabilities requisite for a CCN.¹² Liberty is an existing water and sewer corporation and public utility subject to the

⁸ Staff Recommendation, Official Case File Memorandum, p. 14.

⁹ Short-term improvements under consideration by Liberty include upgrades to the SCADA system and replacement of the current gaseous chlorine cylinder supplied disinfection with a chlorine solution supplied alternative. This kind of upgrade is routine and has been done at many water systems in Missouri over the past several years. Staff Recommendation, Official Case File Memorandum, p. 6.

¹⁰ Staff Recommendation, Official Case File Memorandum, pp. 3, 6-7.

¹¹ Staff Recommendation, Official Case File Memorandum, p. 14.

¹² Staff Recommendation, Official Case File Memorandum, p. 14.

jurisdiction of the Commission. Liberty currently provides water service to approximately 7,636 water customers and sewer service to 638 sewer customers in several service areas throughout Missouri.¹³ Liberty is a subsidiary of Algonquin Power & Utilities Corporation, and is affiliated with other companies that undertake some of the tasks associated with utility service, such as customer billing, and technical resources.¹⁴

6. Liberty has the financial capacity requisite for a CCN. Liberty did not seek approval for financing as part of the application. Liberty, however, separately requested and received the Commission's order approving Liberty's request for long-term financing related to the acquisition of the Bolivar systems, contingent on approval of Liberty's application in the files subject to this order on April 15, 2021 in File No. WF-2021-0016.¹⁵ Liberty has demonstrated over many years that it has adequate resources to operate the utility systems it owns, to acquire new systems, to undertake construction of new systems and expansions of existing systems, to plan and undertake scheduled capital improvements, and to timely respond and resolve emergency issues when such situations arise.¹⁶

7. Liberty's proposal as stated in its application is feasible. Liberty's feasibility study indicates that the purchase of Bolivar's assets will generate positive income.¹⁷ Liberty can draw upon the significant resources of its parent company should any shortfall arise prior to the next rate case.¹⁸

¹³ Staff Recommendation, Official Case Memorandum, p. 10.

¹⁴ Staff Recommendation, Official Case Memorandum, p. 14.

¹⁵ Staff Recommendation, Official Case Memorandum, p. 14.

¹⁶ Staff Recommendation, Official Case Memorandum, p. 14.

¹⁷ Exhibit D of application, designated "confidential."

¹⁸ Staff Recommendation, Official Case Memorandum, p. 15.

8. Granting Liberty the requested CCN will promote the public interest. The citizens of Bolivar voted to approve the sale of the utility systems, Bolivar’s elected officials were involved in the negotiation with Liberty and developed a subsequent purchase agreement between the Bolivar and Liberty. Liberty has the ability and has developed sufficient plans to bring the facility into compliance and cease pollution. Eliminating the public health threat of bypasses is generally in the public interest.

9. Per the stipulation, Liberty will adopt Bolivar’s existing rates for all of the Bolivar customers. Liberty will adopt these rates into tariff No. 14 for water customers and No. 15 for sewer customers.

	Customer Charge ¹⁹	Commodity Charge
Water Rates	\$18.07	\$3.72
Sewer Rates	\$30.03	\$5.32

10. On June 2, 2020, the citizens of Bolivar voted 743 to 448 in favor of selling Bolivar’s water and sewer systems to Liberty.

11. Staff’s recommendation includes its review of the maps and legal description for the service area to be covered by the water and sewer CCNs. Per the stipulation, Liberty will submit tariff sheets to become effective before closing on the assets, to include a service area map and service area written description to be included in its EFIS tariffs P.S.C. MO No. 14 and 15, applicable to water service and sewer service in its Bolivar service area.

¹⁹ Includes the first 2,000 gallons of usage, for both water and sewer.

12. Staff’s recommendation includes its review of the APA and the Commission has reviewed the APA, attached as Exhibit A, to the application, which contains the following exhibits and schedules:

- Exhibit A Form of Assignment and Assumption Agreement
- Exhibit B Form of Bill of Sale
- Exhibit C Form of Franchise Agreement
- Disclosure Schedule
- Schedule 1.1 – CGE City Grant Easements
- Schedule 2.1(b) Schedule of Certain Service Facilities
- Assigned Contracts, Schedule of Excluded Assets,

CONCLUSIONS OF LAW AND DECISION

Liberty is a “water corporation,” a “sewer corporation,” and a “public utility,” as those terms are defined by Section 386.020, RSMo, and, therefore, is subject to the general regulatory jurisdiction of the Commission. Bolivar is a fourth class city located in Polk County, Missouri. Commission approval is required for the transfer of the Bolivar assets to Liberty.²⁰ The Commission will deny an asset transfer application only if approval would be detrimental to the public interest.²¹

The Commission may grant a water and sewer 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.”²² The Commission articulated the specific criteria to be used when evaluating applications for utility CCNs in

²⁰ Section 393.190, RSMo.

²¹ *State ex rel. City of St. Louis v. Public Service Comm’n of Missouri*, 73 S.W.2d 393, 400 (Mo. 1934).

²² Section 393.170.3, RSMo.

the case *In re Intercon Gas, Inc.*, 30 Mo. P.S.C. (N.S.), 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.²³

Parties may at any time file a stipulation and agreement as a proposed resolution of all or any part of a contested case, and the Commission may resolve all or any part of a contested case on the basis of a stipulation and agreement.²⁴ A nonunanimous stipulation and agreement is any stipulation and agreement entered into by fewer than all of the parties, but if no party objects to a nonunanimous stipulation and agreement within seven days of its filing with the Commission, then the Commission may treat it as a unanimous stipulation.²⁵

Liberty and the Staff filed their Global Stipulation and Agreement on November 12. It stated that although OPC is not a signatory of the stipulation, OPC does not object to the Commission's approving the stipulation as a complete resolution. No objections to the stipulation have been filed. The Commission will treat and rule upon the stipulation as unanimous. The Commission will approve the stipulation. It is the Commission's decision that the asset transfer described therein is not detrimental to the public interest and that approval of Liberty CCN application is "necessary or convenient for the public

²³The factors have been referred to as the "Tartan Factors" or the "Tartan Energy Criteria." See Report and Ord, *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.W.C.).

²⁴ Rule 20 CSR 4240-2.115 (1) (A) and (B).

²⁵ Rule 20 CSR 4240-2.115 (2) (A), (B), and (C).

service.” The Commission makes no finding that will preclude the Commission from considering the ratemaking treatment to be afforded any matters pertaining to the granting of the CCNs to Liberty, including expenditures related to the certificated service area, in any later proceeding. Because the parties have agreed or not objected to the stipulation, the Commission believes the order should be effective in less than thirty days and will make it effective in ten days.

THE COMMISSION ORDERS THAT:

1. The Global Stipulation and Agreement (Stipulation) filed on November 12, 2021, is approved.

2. Liberty is granted authority to acquire the Bolivar assets per the terms and conditions of the stipulation described in the body of this order.

3. Liberty is granted CCNs to operate the Bolivar water and sewer systems in the Bolivar service area described in the body of this order, subject to the conditions and actions as stated below:

a. Liberty shall submit tariff sheets, to become effective before closing on the assets, to include a service area map, and service area written description to be included in its EFIS tariffs P.S.C. MO No. 14 and 15, applicable to water service and sewer service in its Bolivar service area;

b. Liberty shall notify the Commission of closing on the assets within five days after such closing;

c. If closing on the water and sewer system assets does not take place within 30 days following the effective date of the Commission’s order approving this stipulation, Liberty shall submit a status report within five

days after this 30-day period regarding the status of closing, and additional status reports within five days after each additional 30-day period, until closing takes place, or until Liberty determines that the transfer of the assets will not occur;

d. If Liberty determines that a transfer of the assets will not occur, Liberty shall notify the Commission of such no later than the date of the next status report, as addressed above, after such determination is made, and Liberty shall submit tariff sheets as appropriate that would cancel service area maps and descriptions applicable to the Bolivar area in its water tariff, and rate sheets applicable to customers in the Bolivar area in both the water and sewer tariffs;

e. Liberty shall develop a plan to book all of the Bolivar plant assets, with the concurrence of Staff and/or with the assistance of Staff, for original cost, depreciation reserve, and contributions (CIAC) for appropriate plant accounts, along with reasonable and prudent transaction, closing, and transition costs. This plan shall be submitted to Staff for review within 60 days after closing on the assets;

f. Liberty shall keep its financial books and records for plant-in-service and operating expenses in accordance with the NARUC Uniform System of Accounts;

g. Liberty shall adopt for Bolivar Water and Sewer assets the depreciation rates ordered for Liberty in Case No. WR-2018-0170;

- h. Liberty shall provide to the Customer Experience Department an example of its actual communication with the Bolivar service area customers regarding its acquisition and operations of the Bolivar water and sewer system assets, and how customers may reach Liberty, within ten (10) days after closing on the assets;
- i. Liberty shall obtain from Bolivar, as best as possible prior to or at closing, all records and documents, including but not limited to all plant-in-service original cost documentation, along with depreciation reserve balances, documentation of contribution-in-aid-of construction transactions, and any capital recovery transactions;
- j. Liberty shall distribute to the Bolivar customers an informational brochure detailing the rights and responsibilities of the utility and its customers regarding its sewer service, consistent with the requirements of Commission Rule 20 CSR 4240-13.040(3), within thirty (30) days of closing on the assets;
- k. Liberty shall provide to the CXD Staff a sample of ten (10) billing statements from the first month's billing within thirty (30) days of closing on the assets;
- l. Liberty shall communicate with Bolivar customers concerning the billing date, delinquent date, and billing changes that will occur once the acquisition is approved, and provide a copy of this communication to CXD Staff;

m. Liberty shall provide training to its call center personnel regarding rates and rules applicable to the Bolivar customers;

n. Liberty shall include the Bolivar customers in its established monthly reporting to the CXD Staff on customer service and billing issues, on an ongoing basis, after closing on the assets; and

o. Liberty shall file notice in this case outlining completion of the above-recommended training, customer communications, and notifications within ten (10) days after such communications and notifications.

4. Liberty shall initially establish rate base for the Bolivar systems as of December 31, 2019, utilizing Staff's calculation of net book value for water and sewer assets (\$5,566,992 for water and \$8,356,492 for sewer). The stipulation's signatories' recognizing there may be additions/changes since that date, the final rate base amount as of the date of acquisition shall be established in Liberty's next general rate case.

5. The Commission authorizes Liberty to establish a regulatory asset in the amount of \$3,981,385 (\$1,612,758 for water and \$2,368,627 for sewer). Rate recovery of this regulatory asset will be determined in Liberty's next general rate case.²⁶

6. Rates for water and sewer service to existing Bolivar customers shall be adopted by Liberty. Liberty shall not consolidate future rates for Bolivar with other rates until such time as the regulatory asset described in paragraph four above has been fully recovered from Bolivar customers. In order to accomplish this, books and records shall be separately maintained for Bolivar.

²⁶ Per the stipulation, the Commission Staff has agreed to support Liberty's rate recovery in the amounts stated in this paragraph.

7. Liberty is authorized to do and perform, or cause to be done and performed, all such acts and things, as well as make, execute and deliver any and all documents as may be necessary, advisable and proper to the end that the intent and purposes of the approved transaction may be fully effectuated.

8. This order shall become effective on December 18, 2021.



BY THE COMMISSION

A handwritten signature in black ink that reads "Morris L. Woodruff". The signature is written in a cursive, flowing style.

Morris L. Woodruff
Secretary

Silvey, Chm., Rupp, Coleman, Holsman, and
Kolkmeier CC., concur.

Graham, Regulatory Law Judge

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

In the Matter of the Application of Liberty)	
Utilities (Missouri Water) LLC for Certificates of)	
Convenience and Necessity Authorizing it to)	Case Nos. WA-2020-0397
Install, Own, Acquire, Construct, Operate, Control,)	and SA-2020-0398
Manage, and Maintain a Water System and Sewer)	
System in Bolivar, Polk County, Missouri)	

GLOBAL STIPULATION AND AGREEMENT

COME NOW Liberty Utilities (Missouri Water) LLC (“Liberty” or “Company”) and the Missouri Public Service Commission (“Commission”) Staff (“Staff”) (collectively, the “Signatories”), and, pursuant to 20 CSR 4240-2.115, present this Global Stipulation and Agreement (“Agreement”) as a complete resolution of the above-captioned case. In this regard, the Signatories respectfully state as follows to the Commission:

1. On October 15, 2020, Liberty filed its Application seeking Certificates of Convenience and Necessity (“CCNs”) for authority to install, own, acquire, construct, operate, control, manage, and maintain a water system and a sewer system in Bolivar, Polk County, Missouri.

2. The Signatories agree and intend this Agreement to settle all issues with regard to Liberty’s Application and the requested CCNs. The Signatories recommend that the Commission approve this Agreement as a just and a fair compromise of their respective positions.

3. Liberty, Staff, and the Office of the Public Counsel (“OPC”) are all of the parties to these dockets. Although OPC is not a Signatory to this Agreement, OPC does not object to the Commission approving this Agreement as a complete resolution of these dockets.

4. The Signatories request approval of the Application to install, own, acquire, construct, operate, control, manage, and maintain a water system and a sewer system in Bolivar,

Polk County, Missouri, subject to the following conditions:

a. Require Liberty to submit tariff sheets, to become effective before closing on the assets, to include a service area map, and service area written description to be included in its EFIS tariffs P.S.C. MO No. 14 and 15, applicable to water service and sewer service in its Bolivar service area;

b. Require Liberty to notify the Commission of closing on the assets within five days after such closing;

c. If closing on the water and sewer system assets does not take place within 30 days following the effective date of the Commission's order approving this Agreement, require Liberty to submit a status report within five days after this 30-day period regarding the status of closing, and additional status reports within five days after each additional 30-day period, until closing takes place, or until Liberty determines that the transfer of the assets will not occur;

d. If Liberty determines that a transfer of the assets will not occur, require Liberty to notify the Commission of such no later than the date of the next status report, as addressed above, after such determination is made, and require Liberty to submit tariff sheets as appropriate that would cancel service area maps and descriptions applicable to the Bolivar area in its water tariff, and rate sheets applicable to customers in the Bolivar area in both the water and sewer tariffs;

e. Require Liberty to develop a plan to book all of the Bolivar plant assets, with the concurrence of Staff and/or with the assistance of Staff, for original cost, depreciation reserve, and contributions (CIAC) for appropriate plant accounts, along with reasonable and prudent transaction, closing, and transition costs. This

plan should be submitted to Staff for review within 60 days after closing on the assets;

f. Require Liberty to keep its financial books and records for plant-in-service and operating expenses in accordance with the NARUC Uniform System of Accounts;

g. Adopt for Bolivar Water and Sewer assets the depreciation rates ordered for Liberty in Case No. WR-2018-0170;

h. Require Liberty to provide to the Customer Experience Department an example of its actual communication with the Bolivar service area customers regarding its acquisition and operations of the Bolivar water and sewer system assets, and how customers may reach Liberty, within ten (10) days after closing on the assets;

i. Require Liberty to obtain from Bolivar, as best as possible prior to or at closing, all records and documents, including but not limited to all plant-in-service original cost documentation, along with depreciation reserve balances, documentation of contribution-in-aid-of construction transactions, and any capital recovery transactions;

j. Except as required by §393.320, RSMo, make no finding that would preclude the Commission from considering the ratemaking treatment to be afforded any matters pertaining to the granting of the CCNs to Liberty, including expenditures related to the certificated service area, in any later proceeding;

k. Require Liberty to distribute to the Bolivar customers an informational brochure detailing the rights and responsibilities of the utility and its

customers regarding its sewer service, consistent with the requirements of Commission Rule 20 CSR 4240-13.040(3), within thirty (30) days of closing on the assets;

l. Require Liberty to provide to the CXD Staff a sample of ten (10) billing statements from the first month's billing within thirty (30) days of closing on the assets;

m. Require Liberty to communicate with Bolivar customers concerning the billing date, delinquent date, and billing changes that will occur once the acquisition is approved, and provide a copy of this communication to CXD Staff;

n. Require Liberty to provide training to its call center personnel regarding rates and rules applicable to the Bolivar customers;

o. Require Liberty to include the Bolivar customers in its established monthly reporting to the CXD Staff on customer service and billing issues, on an ongoing basis, after closing on the assets; and

p. Require Liberty to file notice in this case outlining completion of the above-recommended training, customer communications, and notifications within ten (10) days after such communications and notifications.

5. Liberty shall initially establish rate base for the Bolivar systems as of December 31, 2019, utilizing Staff's calculation of net book value for water and sewer assets (\$5,566,992 for water and \$8,356,492 for sewer). The Signatories recognize there may have been additions/changes since that date. The final rate base amount as of the date of acquisition will be established in Liberty's next general rate case.

6. Additionally, the Signatories request that the Commission authorize Liberty to

establish a regulatory asset in the amount of \$3,981,385 (\$1,612,758 for water and \$2,368,627 for sewer). Rate recovery of this regulatory asset will be determined in Liberty's next general rate case, but Staff agrees to support Liberty's rate recovery of this amount.

7. Rates for water and sewer service to existing Bolivar customers will be adopted by Liberty. Liberty agrees that future rates for Bolivar will not be consolidated with other rates until such time as the regulatory asset described in paragraph five above has been fully recovered from Bolivar customers. In order to accomplish this, books and records will be separately maintained for Bolivar.

8. In presenting this Agreement, none of the Signatories shall be deemed to have approved, accepted, agreed, consented or acquiesced to any procedural principle, and none of the Signatories shall be prejudiced or bound in any manner by the terms of this Agreement, whether approved or not, in this or any other proceeding, other than a proceeding limited to the enforcement of the terms of this Agreement, except as otherwise expressly specified herein. The Signatories further understand and agree that the provisions of this Agreement relate only to the specific matters referred to herein, and no Signatory waives any claim or right which it otherwise may have with respect to any matter not expressly provided for in this Agreement.

9. The terms of this Agreement are interdependent. If the Commission does not approve this Agreement in total, or approves it with modifications or conditions to which a signatory objects, then this Agreement shall be void and no Signatory shall be bound by any of its provisions. The agreements herein are specific to this proceeding and are made without prejudice to the rights of the Signatories to take other positions in other proceedings except as otherwise noted herein.

10. If the Commission does not unconditionally approve this Agreement without

modification, and notwithstanding its provision that it shall become void, 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 Section 536.080, 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 Agreement had not been presented for approval, and any suggestions or 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 further purpose whatsoever.

11. If the Commission unconditionally accepts the specific terms of this Agreement without modification, the Signatories waive, with respect to the issues resolved herein: their respective rights (1) to call, examine and cross examine witnesses pursuant to Section 536.070(2), RSMo; (2) their respective rights to present oral argument and/or written briefs pursuant to Section 536.080.1, RSMo; (3) their respective rights to the reading of the transcript by the Commission pursuant to Section 536.800.2, RSMo; (4) their respective rights to seek rehearing pursuant to Section 386.500, RSMo; and (5) their respective rights to judicial review pursuant to Section 386.510, RSMo. These waivers apply only to a Commission order respecting this Agreement issued in this above-captioned proceedings, and do not apply to any matters raised in any prior or subsequent Commission proceeding, or any matters not explicitly addressed by this Agreement.

12. This Agreement contains the entire agreement of the Signatories concerning the issues addressed herein.

WHEREFORE, the Signatories hereby respectfully submit this Global Stipulation and Agreement, and request the Commission issue an Order approving the same; and granting any further relief as is just and reasonable under the circumstances.

Respectfully submitted,

Counsel for Liberty:

/s/ Diana C. Carter

Diana C. Carter MBE #50527
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Counsel for the Staff of the Commission:

/s/ Kevin A. Thompson

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CERTIFICATE OF SERVICE

I hereby certify that the above document was filed in EFIS on this 12th of November, 2021, and sent by electronic transmission to the Staff of the Commission and the Office of the Public Counsel.

/s/ Diana C. Carter


STATE OF MISSOURI

OFFICE OF THE PUBLIC SERVICE COMMISSION

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 8th day of December, 2021.





Morris L. Woodruff
Secretary

MISSOURI PUBLIC SERVICE COMMISSION

December 8, 2021

File/Case No. WA-2020-0397

**Missouri Public Service
Commission**
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Enclosed find a certified copy of an Order or Notice issued in the above-referenced matter(s).

Sincerely,



**Morris L. Woodruff
Secretary**

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