

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

In the Matter of The Empire District Electric)	
Company’s Filings to Implement Rate)	Case No. ER-2021-0097
Adjustments Related to the Company’s Fuel and)	Tariff No. JE-2021-0092
Purchased Power Adjustment (“FAC”))	

GLOBAL STIPULATION AND AGREEMENT

COME NOW The Empire District Electric Company (“Liberty-Empire” or “Company”), the Staff of the Missouri Public Service Commission (“Staff”), and the Office of the Public Counsel (“OPC”) (collectively, the “Signatories”), and submit this Global 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 and either approving the tariff sheet which is the subject of this case or allowing it to take effect by operation of law shall be needed herein, and no additional tariff filing in this matter will be required.
2. The Signatories agree that the FAR tariff sheet originally filed on October 1, 2020, as substituted on October 22, 2020, should take effect on December 1, 2020, subject to true-up and prudence reviews, as proposed by Liberty-Empire. Staff submits this Settlement in lieu of the submission of a revised Staff Recommendation.
3. Pursuant to this Stipulation, Liberty-Empire withdraws its request for a variance from Commission Rule 20 CSR 4240-20.090(8)-(9) (i.e., 20 CSR 4240-20.090(8)(D)1A) **and** its tariff regarding a notice of new charge types being submitted 60 days in advance of Liberty-Empire’s FAR filing.

4. The Signatories agree that Liberty-Empire will use the original 37 charge types for this FAR filing, thus eliminating the need for the variances and Motions for Variance regarding the two new charge types, as originally requested. Usage of the original charge types results in calculations and dollar amounts remaining the same as contained within the Company's FAR filing, since they are based on charge types that existed prior to August 1, 2020, and still exist today. Staff verified the calculations in the FAR filing are accurate using the 37 charge types, since Liberty-Empire was able to allocate charges back to their unconsolidated form. A copy of Liberty-Empire's workpaper showing the calculations using the original 37 charge types is being filed with this Stipulation.

5. The Company's next FAR filing will utilize the new charge types referenced in the Company's Notice submitted herein on October 1, 2020, and Staff and OPC agree that said Notice satisfies the requirements of Commission Rule 20 CSR 4240-20.090(8)-(9) and Liberty-Empire's tariff regarding notice of new charge types being submitted 60 days in advance, with regard to the Company's next and subsequent FAR filings.

6. With future monthly FAC submissions, Liberty-Empire agrees to provide Staff and OPC with advanced notice of possible new charge types being implemented by SPP. Liberty-Empire will include in the monthly FAC submissions information obtained from the Southwest Power Pool ("SPP") describing new or modified market charges that result from Liberty-Empire's participation in the SPP Integrated Marketplace ("IM") and that may be implemented in the future. The 60-day advanced notice provision remains in effect. This stipulation provision is designed to clarify that notice should be given even if all details are not yet known at the 60-day mark and/or even if it is not certain that the new or modified market charges will take effect.

7. 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.

8. 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.

9. 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.

10. 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 RSMo. §536.070(2); (2) their respective rights to present oral argument and/or written briefs pursuant to RSMo. §536.080.1; (3) their respective rights to the reading of the transcript by the Commission pursuant to RSMo. §386.080.2; (4) their respective rights to seek rehearing pursuant to RSMo. §386.500; and (5) their respective rights to judicial review pursuant to RSMo. §386.510. 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.

11. 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.

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

13. 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.

WHEREFORE, Liberty-Empire, Staff, and OPC request an order from the Commission either approving the tariff sheet which is the subject of this case or allowing it to take effect by operation of law and approving this Global 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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CERTIFICATE OF SERVICE

I hereby certify that the above document was filed in EFIS on this 13th day of November, 2020, with a copy sent by email to all counsel of record.

/s/ Diana C. Carter