

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

In the Matter of Missouri-American Water)	
Company's Request for Authority to Implement)	Case No. WR-2024-0320
General Rate Increase for Water and Sewer)	
Service Provided in Missouri Service Areas.)	

**AMENDED NON-UNANIMOUS SECOND PARTIAL STIPULATION AND
AGREEMENT**

COME NOW Missouri-American Water Company (“MAWC” or the “Company”), the Staff of the Missouri Public Service Commission (“Staff”); the Office of the Public Counsel (“OPC”); Consumers Council of Missouri and AARP. (collectively, the “Signatories”), by and through their respective counsel, and, for their *Second Partial Stipulation and Agreement* (this “Stipulation”), respectfully state as follows to the Missouri Public Service Commission (“Commission”):

1. The Missouri Industrial Energy Consumers (“MIEC”), City of St. Joseph; Public Water Supply Districts No. 1 and No. 2 of Andrew County, Triumph Foods, LLC, City of Riverside, and the Empire District Electric Company d/b/a Liberty (“Liberty/Empire”) are not Signatories to this Stipulation.¹ However, counsel for each have stated that they do not object to, or request a hearing as to, this Stipulation.

2. This Stipulation is being entered into for the purpose of settling issues: 3e, and 12, in this case.

3. **Admission of Testimony:** The Signatories consent to the admission of, and request that the Commission admit into the record in this proceeding, without the need for witnesses to take the stand, all written testimony that has been filed regarding the above referenced issues.

4. **Universal Affordability Tariff:** The Commission should approve a Universal

Affordability Tariff according to the sample tariff sheets included as **Attachment A** to this *Second Partial Stipulation*. The Company agrees to file a quarterly status report as a non-case related filing in the Commission's Electronic Filing & Information System (EFIS) to provide an update on the levels of participation and costs that have been deferred.

5. **Miscellaneous Service Charges:** The Signatories agree that the Company's miscellaneous fees shall be according to the sample tariff sheets included as **Attachments B and C** to this *Second Partial Stipulation*.

General Terms

6. Unless otherwise explicitly provided herein, none of the Signatories shall be deemed to have approved or acquiesced in any ratemaking or procedural principle, including, without limitation, any method of cost of service or valuation determination or cost allocation, rate design, revenue recovery, or revenue-related methodology. Except as explicitly provided herein, none of the Signatories shall be prejudiced or bound in any manner by the terms of this Stipulation in this or any other proceeding. This Stipulation has resulted from extensive negotiations among the parties, and the terms hereof are interdependent and non-severable. If the Commission does not approve this Stipulation unconditionally and without modification, or if the Commission approves the Stipulation with modifications or conditions to which a party objects, then this Stipulation shall be void and none of the Signatories shall be bound by any of the agreements or provisions hereof.

7. In the event the Commission accepts the specific terms of this Stipulation without condition or modification, the Signatories waive their respective rights to present oral argument and written briefs pursuant to RSMo. §536.080.1, their respective rights to the reading of the transcript by the Commission pursuant to §536.080.2, their respective rights to seek rehearing

pursuant to §386.500, and their respective rights to judicial review pursuant to §386.510, as to the issues settled by this Stipulation. These waivers apply only to a Commission order approving this Stipulation without condition or modification issued in this proceeding and only to the issues that are resolved hereby. These waivers do not apply to any issues explicitly not addressed by this Stipulation. The Signatories agree that all discussions, suggestions, or memoranda reviewed or discussed, related to this Stipulation shall be privileged and shall not be subject to discovery, admissible in evidence, or in any way used, described or discussed.

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

9. This Stipulation does not constitute a contract with the Commission. 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, investigatory powers or other statutory powers which the Commission presently has. 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.

WHEREFORE, the Signatories respectfully request the Commission to issue an Order approving this *Second Partial Stipulation and Agreement* and authorizing the Company to file tariffs to implement the terms hereof.

Respectfully submitted,

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//s// Dean L. Cooper
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CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing document was sent by electronic mail, on March 6, 2025, to counsel for all parties.

Rachel L. Niemeier