

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

<b>In the Matter of the Request of The Empire District</b>	<b>)</b>	
<b>Electric Company, d/b/a Liberty for Authority</b>	<b>)</b>	
<b>to File Tariffs Increasing Rates for Electric Service</b>	<b>)</b>	<b>Case No. ER-2024-0261</b>
<b>Provided to Customers in its Missouri Service Area</b>	<b>)</b>	

**AMENDED STIPULATION AND AGREEMENT AS TO  
THE EMPIRE DISTRICT RETIRED MEMBERS & SPOUSES ASSOCIATION, LLC**

**COME NOW** The Empire District Electric Company, d/b/a Liberty (“Company”) and the Empire District Retired Members & Spouses Association, LLC (“EDRA”), by and through their undersigned counsel and, pursuant to Missouri Public Service Commission (“Commission”) rule 4 CSR 4240-2.115, request that the Commission approve this agreement as a settlement of the Empire District Retired Members & Spouses Association, LLC’s issues related to Application to Intervene in this matter. This Amended Stipulation and Agreement resolves the issues numbered 166 and 167 on the Amended List of Issues and Hearing Schedule filed by the Company on September 30, 2025. This Amended Stipulation and Agreement replaces and supersedes the Stipulation and Agreement filed by the Company and EDRA on October 1, 2025. In support thereof, the signatories hereto state the following:

**Empire Defined Benefit Pension Plan**

**The Company re-affirms prior commitments to funding the pension plan as set forth in the Orders Approving Stipulations and Agreements in Case No. EM-2016-0213, as set forth therein with no changes implied by this re-affirmation. The Company agrees to not engage in a pension risk transfer arrangement.**

**I. General Provisions**

- A. This Stipulation has resulted from negotiations among the Signatories and the terms hereof are interdependent. In the event the Commission does not adopt this Stipulation in total, then this Stipulation shall be void and no Signatory shall be bound by any of the agreements or provisions hereof. The stipulations herein are

specific to the resolution of this proceeding, and all stipulations are made without prejudice to the rights of the Signatories to take other positions in other proceedings except as otherwise provided herein. The Signatories agree that any and all discussions related hereto shall be privileged and shall not be subject to discovery, admissible in evidence, or in any way used, described or discussed.

- B. This Stipulation is being entered into for the purpose of disposing of the Empire District Retired Members & Spouses Association LLC's issues in this case. The Signatories represent that the terms of this Stipulation constitute a fair and reasonable resolution of the issues addressed herein, in a manner which is not detrimental to the public interest. Except as otherwise addressed herein, none of the Signatories to this Stipulation shall be deemed to have approved, accepted, agreed, consented, or acquiesced to any accounting principle, ratemaking principle or cost of service determination underlying, or supposed to underlie any of the issues provided for herein.
- C. The Signatories further understand and agree that the provisions of this Stipulation relate only to the specific matters referred to in the Stipulation, and no Signatory or person waives any claim or right which it otherwise may have with respect to any matter not expressly provided for in this Stipulation. The Signatories further reserve the right to withdraw their support for the settlement in the event that the Commission modifies the Stipulation in a manner which is adverse to the Signatory, and further, the Signatories reserve the right to contest any such Commission order modifying the settlement in a manner which is adverse to the Signatory contesting such Commission order. The Signatories agree that the details of this Stipulation have no precedential value in any future proceeding not related to enforcement of

this agreement.

- D. In the event the Commission accepts the specific terms of this Stipulation without modification, the Signatories waive, with respect to the issues resolved herein: their respective rights pursuant to Section 536.070(2), RSMo 2000 to call, examine and cross-examine witnesses; their respective rights to present oral argument or written briefs pursuant to Section 536.080.1, RSMo 2000; their respective rights to the reading of the transcript by the Commission pursuant to Section 536.080.2, RSMo 2000; their respective rights to seek rehearing pursuant to Section 386.500, RSMo 2000; and their respective rights to judicial review pursuant to Section 386.510, RSMo 2000. Furthermore, in the event the Commission accepts the specific terms of this Stipulation without modification, the Signatories agree that the pre-filed testimony of all witnesses who have pre-filed testimony in this case shall be included in the record of this proceeding without the necessity of such witnesses taking the stand.
- E. Except as otherwise addressed in this Stipulation, Commission approval of Liberty's tariffs designed to increase the electric rates to customers served in its Missouri service area in this matter, does not in any way, limit, form a basis for determination, or constitute a defense against any Signatory proposing, or the Commission ordering, the disallowance and/or imputation of account balances, expenses, revenues and/or other ratemaking findings, regarding Empire's operations in a future rate proceeding.
- F. To assist the Commission in its review of this Stipulation, the Signatories also request that the Commission advise them of any additional information that the

Commission may desire from the Signatories relating to the matters addressed in this Stipulation, including any procedures for furnishing such information to the Commission.

**WHEREFORE**, the Signatories request that the Commission approve this Stipulation and Agreement subject to the conditions contained herein.

/s/ Diana C. Carter

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### **CERTIFICATE OF SERVICE**

I hereby certify that the above document was filed in EFIS on this 3rd day of October, 2025, with notification of the same being sent to all counsel of record, and I further certify that the above document was sent by electronic transmission to all counsel of record.

/s/ Diana C. Carter

Diana C. Carter

/s/ Douglas Healy

Douglas Healy