

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

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

PARTIAL STIPULATION AND AGREEMENT

COME NOW the International Brotherhood of Electrical Workers Local Union No. 1474 and The Empire District Electric Company d/b/a Liberty (“Liberty,” “Empire,” or the “Company”) and agree to a Partial Stipulation and Agreement (this “Agreement”).

1. The resolution of the issue addressed herein is identical to how the issue is addressed in the Non-Unanimous Global Stipulation and Agreement filed herein on October 6, 2025 (paragraph 34). This Partial Stipulation and Agreement is also being entered into and filed due to the objections filed with regard to the Non-Unanimous Global Stipulation and Agreement and counsel for the union’s excusal from the hearing.

2. **Health Benefit Equal Treatment.** Liberty agrees to treat all members of Local Union #1474 of the International Brotherhood of Electrical Workers, who qualified for health benefit design and cost sharing mechanisms as of January 1, 2017, the same as similarly-situated non-bargaining unit employees of the Company with respect to the retiree health benefit obligations of the Stipulation and Agreement filed February 4, 2022, in Case No. ER-2021-0312 between the Empire District Retired Members & Spouses Association, LLC ("EDRA") and the Company.

General Provisions

3. This Agreement is being entered into solely for the purpose of settling the above-described issue. Unless otherwise explicitly provided herein, none of the Signatories to this

Agreement shall be deemed to have approved or acquiesced in any ratemaking or procedural principle, including, without limitation, any cost-of-service methodology or determination, depreciation principle or method, method of cost determination or cost allocation or revenue-related methodology.

4. This Agreement embodies the entirety of the agreements between the Signatories in this case on the issues addressed herein and may be modified by the Signatories only by a written amendment executed by all of the Signatories.

5. If approved and adopted by the Commission, this Agreement shall constitute a binding agreement among the Signatories. The Signatories shall cooperate in defending the validity and enforceability of this Agreement and the operation of this Agreement according to its terms.

6. If the Commission accepts the specific terms of this Agreement without condition or modification, then only as to the issues in this case that are settled by this Agreement explicitly set forth above, the Signatories each waive their respective rights to present oral argument and written briefs pursuant to §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 §536.500, and their respective rights to judicial review pursuant to §386.510. This waiver applies only to a Commission order approving this Agreement without condition or modification issued in this proceeding and only to the issues that are resolved hereby. It does not apply to any matters raised in any prior or subsequent Commission proceeding nor any matters not explicitly addressed by this Agreement.

WHEREFORE, the undersigned Signatories respectfully request that the Commission issue an order approving the Agreement subject to the specific terms and conditions contained herein.

Respectfully submitted,

ATTORNEYS FOR THE EMPIRE DISTRICT ELECTRIC COMPANY
d/b/a LIBERTY

/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 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