

FILED  
December 5, 2025  
Missouri Public  
Service Commission

Case No. EO-2025-0228

## **STIPULATION AND AGREEMENT**

Agreement (“Stipulation”) resolving this docket in its entirety, respectfully state as follows:<sup>1</sup>

## A. BACKGROUND

1. On February 19, 2025, White River initiated this case by filing its application seeking a Commission order authorizing it to serve certain newly annexed land in Ozark, Christian County, Missouri.

2 Liberty filed its Motion to Intervene on March 13, 2025 and took no position on the Application.

3. As indicated in the Joint Motion to Suspend Procedural Schedule filed on behalf of White River, Liberty and Staff Counsel on June 6, 2025, White River and Liberty have reached agreement resolving this case. Their agreement is unopposed by Staff and OPC. As outlined in detail below, Liberty has agreed to withdraw its opposition to White River's application in this docket in consideration of White River's and Liberty's agreement on the terms and conditions of amendments to three existing Territorial Agreements. Specifically, Territorial Agreements 4 (EO-2004-0246), 5 (EO-2007-0161) and 7 (EO-2012-0192)

## B. STIPULATED TERMS

<sup>1</sup> Staff Counsel has authorized Liberty and White River to state that they do not oppose approval of this *Stipulation*.

4. Liberty agrees and consents to an order of the Commission granting White River the relief sought by White River's application in this docket, by which White River will be the exclusive electric service provider for the Warren property which is being developed into Ozark Marketplace, the legal description of which is set forth in Appendix B to White River's application.

5. In consideration of Liberty's agreement, White River agrees to the terms and conditions of **Appendix 1** hereto, which allocates to Liberty certain exclusive service areas in portions of Christian and Taney counties and allocates certain exclusive service areas in Christian and Taney counties to White River, in addition to the Warren property.

6. Liberty and White River agree that the order Liberty has consented to in ¶ 4, including the allocation of the Warren property to White River, is not detrimental to the public interest. Likewise, Liberty and White River agree that the allocation to each other of the service areas outlined in **Appendix 1** hereto to each other is not detrimental to the public interest.

#### **C. GENERAL PROVISIONS**

7. This *Stipulation* is being entered into solely for the purpose of settling the issues in this docket. No Signatory waives any claim or right which it may otherwise have with respect to any matter not expressly provided for herein. 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 2016 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 Section 536.070(2), RSMo 2016; (2) their respective rights to present oral argument and/or written briefs pursuant to Section 536.080.1, RSMo 2016; (3) their respective rights to the reading of the transcript by the Commission pursuant to Section 536.080.2, RSMo 2016; (4) their respective rights to seek rehearing pursuant to Section 386.500, RSMo 2016; and (5) their respective rights to judicial review pursuant to Section 386.510, RSMo Supp. 2020. 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, as does Staff and OPC. The Signatories' 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.

14. The Signatories agree that this *Stipulation*, except as specifically noted herein, resolves all issues in this case, and that the agreement and its exhibits should be received into the record without the necessity of any witness taking the stand for examination. Further, contingent upon Commission approval of this *Stipulation* without modification, the Signatories hereby stipulate to the admission into the evidentiary record of the pre-filed written testimony of their witnesses.

**WHEREFORE**, the Signatories respectfully request that the Commission approve this *Stipulation* and the Territorial Agreement Amendments attached hereto as **Appendix 1** and grant any other and further relief as it deems just and equitable.

Respectfully submitted,

/s/ Megan E. McCord

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Respectfully submitted,

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**ATTORNEYS FOR THE EMPIRE  
DISTRICT ELECTRIC COMPANY  
D/B/A LIBERTY**

## **CERTIFICATE OF SERVICE**

The undersigned certifies that a true and correct copy of the foregoing document was sent by electronic mail, on December 5, 2025, to the following:

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/s/ Megan E. McCord