

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

In the Matter of the Application of White )  
River Valley Electric Cooperative, Inc. for )  
Approval of Designated Service ) Case No. EO-2025-0228  
Boundaries Within Portions of Christian )  
County, Missouri )

**AMENDED STIPULATION AND AGREEMENT**

COMES NOW White River Valley Electric Cooperative, Inc. (“White River”) and The Empire District Electric Company d/b/a Liberty (“Liberty”) and for their Amended Stipulation and Agreement (“Amended Stipulation”) resolving this docket in its entirety,<sup>1</sup> respectfully state as follows:

**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 (the “Application”).

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

3. On December 5, 2025, White River and Liberty filed a Stipulation and Agreement (“Original Stipulation”) with the intent of settling this case and wherein Liberty agreed to withdraw its opposition or potential opposition<sup>2</sup> 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 to be addressed in separate proceeding(s).<sup>3</sup>

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<sup>1</sup> Public Service Commission Staff (“Staff”) and the Office of the Public Counsel (“OPC”) have authorized Liberty and White River to state that they do not oppose approval of this Amended Stipulation.

<sup>2</sup> Liberty’s Motion to Intervene indicated that its “interest in this case arises from the fact that it would be the electric service supplier to the property which is subject to the Application of White River Valley Electric Cooperative, Inc. (“White River”), absent a Commission decision in favor of White River in this docket.”

<sup>3</sup> Territorial Agreements 4 (EO-2004-0246), 5 (EO-2007-0161), and 7 (EO-2012-0192). Addressing these

4. OPC objected to the Original Stipulation on December 9, 2025.

5. On January 15, 2026, the Commission held a Prehearing Conference with Staff, White River, the OPC, and Liberty<sup>4</sup> to discuss the concerns that the OPC had which led to its objection to the Original Stipulation. The Prehearing Conferences that followed, and later discussion amongst the Parties, resulted in this Amended Stipulation.

## **B. STIPULATED TERMS**

6. 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.

7. 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, in addition to the Warren property, allocates certain exclusive service areas in Christian and Taney counties to White River, subject to review and approval by the Commission as noted in paragraph 3 above.

8. Liberty and White River agree that the order Liberty has consented to in ¶ 6, 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. By not objecting to this Amended Stipulation, OPC takes no position at this time regarding the allocation

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amendments in a separate proceeding is similar to the process utilized by Co-Mo Electric and Union Electric Company d/b/a Ameren Missouri in Case Nos. EO-2022-0190 and EO-2022-0332.

<sup>4</sup> Referred to, collectively, as "Parties."

of service areas as outlined in Appendix 1. OPC reserves the right to address possible concerns regarding this agreement in the future territorial agreement cases.

**C. GENERAL PROVISIONS**

9. This Amended 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 Amended 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 Amended Stipulation in any other proceeding, regardless of whether this Amended Stipulation is approved.

10. This Amended Stipulation has resulted from extensive negotiations among the Signatories and the terms hereof are interdependent. In the event the Commission does not approve this Amended Stipulation or approves it with modifications or conditions to which a Signatory objects, then this Amended Stipulation shall be null and void, and no Signatory shall be bound by any of its provisions.

11. If the Commission does not approve this Amended Stipulation unconditionally and without modification, and notwithstanding its provision that it shall become void, neither this Amended 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 Amended 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 Amended 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.

12. If the Commission unconditionally accepts the specific terms of this Amended 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 Amended 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 Amended Stipulation.

13. The Signatories shall also have the right to provide, at any agenda meeting at which this Amended 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.

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

15. This Amended 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 Amended Stipulation's approval. Acceptance of this Amended 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 Amended 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.

16. The Signatories agree that this Amended 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 Amended 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 Amended Stipulation and grant any other and further relief as it deems just and equitable.

Respectfully submitted,

/s/ Megan E. McCord  
Megan E. McCord, #62037  
Friel, McCord & Smiley,  
LLC  
P.O. Box 14287  
Springfield, MO 65814  
Telephone: 417-227-8405  
Email:  
[mmccord@reclawfirm.com](mailto:mmccord@reclawfirm.com)

**Attorney for White River  
Valley Electric Cooperative,  
Inc.**

Respectfully submitted,

/s/ Sarah B. Knowlton

Sarah B. Knowlton,  
#71361 116 North Main  
Street  
Concord, New Hampshire  
03301 Cell Phone: 603-327-  
9857  
E-Mail: [sarah.knowlton@libertyutilities.com](mailto:sarah.knowlton@libertyutilities.com)

Diana C. Carter #50527  
428 E. Capitol Ave., Suite 301  
Jefferson City, Missouri 65101  
Joplin Office Phone: 417-626-  
5976 Cell Phone: 573-289-  
1961  
Email: [Diana.Carter@LibertyUtilities.com](mailto:Diana.Carter@LibertyUtilities.com)

**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 March 23, 2026, to the following:

Office of the Public Counsel  
200 Madison Street, Suite 650  
P.O. Box 2230  
Jefferson City, Missouri 65102  
opcservice@ded.mo.gov

Missouri Public Service Commission  
Staff Counsel Department  
200 Madison Street, Suite 800  
P.O. Box 360  
Jefferson City, Missouri  
65102  
staffcounsel@psc.mo.  
gov

*/s/ Megan E. McCord*