

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

In the Matter of the Joint Application of Evergy)
Missouri West, Inc. and City of Higginsville)
for Approval of a Written Territorial Agreement) EO-2021- _____
designating the boundaries of each electric service)
supplier in portions of Lafayette County, Missouri.)

JOINT APPLICATION FOR APPROVAL OF TERRITORIAL AGREEMENT

COMES NOW Evergy Missouri West Inc. d/b/a Evergy Missouri West (“Evergy Missouri West”) and the City of Higginsville, Missouri, (“Higginsville), hereinafter referred to collectively as “Applicants,” and for their Joint Application to the Missouri Public Service Commission (“Commission”), pursuant to and in support of their Joint Application state:

APPLICANTS

1. Evergy Missouri West is a Missouri corporation with its principal office and place of business at 1200 Main Street, Kansas City, Missouri 64105. Evergy Missouri West is primarily engaged in the generation, transmission, distribution, and sale of electricity in western Missouri and eastern Kansas, operating primarily in the Kansas City metropolitan area. Evergy Missouri West is an “electrical corporation” and “public utility” under Section 386.020 (15) and (43) and is subject to the jurisdiction, supervision and control of the Commission under Chapters 386 and 393. Evergy Missouri West provided its Certificate of Good Standing in Case No. EF-2017-0242 which is incorporated herein by reference in accordance with 4 CSR 240-2.060(1)(G).

2. Higginsville is a Missouri city of the fourth class organized and established under Missouri law pursuant to section 79.010, RSMo., with its principal office and place of business located at 1922 Main Street, P.O. Box 110, Higginsville, MO 64037. It owns, operates and

maintains an electric distribution system within its corporate limits to serve customers in its municipal service area.

3. Correspondence, communications, and orders in regards to this Joint Application should be directed to:

Rob Hack
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Evergy Missouri West, Inc.
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FACTS

4. Higginsville approached Evergy Missouri West about acquiring two customers in an area immediately adjacent to its city limits. The tract of land is located in the East, NE ¼ of Section 35, Township 49N, Range 26W in Lafayette County, MO. See Appendix A. Both customers have agreed to change service providers to Higginsville. See Appendix B. Higginsville prefers to not annex the area at this time but instead acquire just these two customers.

5. Higginsville has agreed to pay Evergy Missouri West for the first customer, Public Water Supply District, the sum of two years of bills from the Public Water Supply District electric account for cost recovery. The second customer has been inactive for some time.

6. Evergy Missouri West and Higginsville have mutually agreed, subject to the Commission's approval, that Higginsville should serve as the electric provider in the territory described in paragraph 4.

7. Subject to the terms and conditions of an Agreement, known as the “Territorial Agreement” between Evergy Missouri West and Higginsville, Applicants have specifically designated the boundaries of the exclusive electric service area of each electric service provider for service of new structures in portions of Lafayette County, which are more particularly described in the Territorial Agreement. Applicants have attached a copy of the Territorial Agreement to this Application as Appendix C.

8. The Territorial Agreement is in the public interest because it establishes exclusive service territories for the two electric suppliers. This Territorial Agreement also minimizes a duplication of utility facilities to this particular tract. The establishment of exclusive service territories will prevent future duplication of electric service facilities, promote economic efficiencies and benefit the public safety and aesthetics of the community.

9. This Territorial Agreement will also allow the affected service customers to know with certainty the supplier of their electricity will remain the same for any new structures on a particular parcel.

10. There is no other person or entity, corporate, municipality or otherwise that requires notice of this Application.

WHEREFORE, Applicants respectfully request that the Commission issue its order finding the designated electric service areas not to be detrimental to the public interest and approve the Territorial Agreement; and authorizing Applicants to perform in accordance with the terms and conditions of the Territorial Agreement.

Respectfully submitted,

EVERGY MISSOURI WEST, INC.

BY: /s/ Roger W. Steiner

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ITS ATTORNEY

HEALY LAW OFFICES, LLC

By: /s/ Terry M. Jarrett

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ATTORNEYS FOR CITY OF

HIGGINSVILLE

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing application was served by email this 5th day of May, 2021, upon the Office of the Public Counsel and the Office of Staff Counsel.

By: /s/ Terry M. Jarrett

VERIFICATION

STATE OF MISSOURI)
) SS
COUNTY OF COLE)

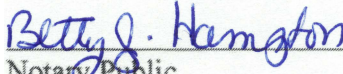
On the 5th day of May, 2021, before me appeared Terry M. Jarrett, to me personally known, who being by me first duly sworn, states that he is the attorney for City of Higginsville and is authorized to file this application with the Missouri Public Service Commission and to execute the application and verification on behalf of the parties, and acknowledged that he has read the application and that the facts stated therein are true and correct to the best of his knowledge, information and belief.



Terry M. Jarrett

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date first written above.

BETTY J. HAMPTON
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES SEPTEMBER 1, 2022
HICKORY COUNTY
COMMISSION #14629803



Notary Public