

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

In the Matter of the Application of The        )  
City of Butler and Osage Valley Electric    )  
Cooperative for Approval of a First         )  
Territorial Agreement Designating the     )     File No. \_\_\_\_\_  
Boundaries of Exclusive Service Areas     )  
Within Portions of Bates County            )

**JOINT APPLICATION**

COME NOW The City of Butler (City) and Osage Valley Electric Cooperative (Osage Valley) (collectively, Applicants), by and through their respective counsel, and for their Joint Application to the Missouri Public Service Commission (the "Commission"), pursuant to 4 CSR 240-2.060, 20 CSR 4240-3.130, and RSMo, §394.312 and §416.041, for an order approving Applicants' First Territorial Agreement (Agreement), respectfully state as follows:

**The Applicants**

1.     City is a Missouri city of the 3<sup>rd</sup> Class organized and existing under the laws of Missouri with its principal office located at 22 W. Ohio, P.O. Box 420, Butler, Missouri 64730. City is engaged in the business of providing electrical and water utility services to the citizens of the City within city limits.
2.     City has no pending or final unsatisfied judgments or decisions against it from any state or federal agency or court that involve customer service or rates and that have occurred within the three years immediately preceding the filing of this Application. City has no overdue Commission annual reports or assessment fees.
3.     Osage Valley is a rural electric cooperative organized and existing pursuant to Chapter 394, RSMo, with its headquarters located at 1321 N. Orange Street, Butler, Missouri 64730. It is a Chapter 394 rural electric cooperative corporation engaged in the distribution of

electric energy and service to its members within certain Missouri counties. Osage Valley has no pending or final judgments or decisions against it from any state or federal agency or court which involve its customer service or rates within the three years immediately preceding the filing of this Joint Application. A copy of a Certificate of Good Standing from the Office of the Missouri Secretary of State for Osage Valley was filed in Case No. EO-2021-0339 and is incorporated herein by reference.

#### Correspondence and Communication

4. Correspondence, communications, orders, and decisions in regard to this Application should be directed to:

Anthony Hernandez  
Lauber Municipal Law, LLC  
250 NE Tudor Road  
Lee's Summit, Missouri 64086  
Telephone: (816) 523-7881  
Email: Ahernandez@laubermunicipal.com

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

#### The Territorial Agreement

5. **The Service Areas.** Subject to the terms and conditions of the First Territorial Agreement between Osage Valley Electric Cooperative and the City of Butler (the "Agreement"), the Applicants have agreed to a boundary change affecting 29 parcels of land outside the City of Butler, as described in Paragraphs 1-4 and Exhibits 2, 3, and 5 of the First Territorial Agreement. Applicants have attached a copy of the Agreement to this Application as

Appendix A, which is incorporated by reference into this Application and made a part hereof for all purposes. As required by 20 CSR 4240-3.130(1)(A), 4 CSR 240-3.130(1)(A), maps and legal descriptions depicting the parcels affected by the First Territorial Agreement are a part of the Agreement and are incorporated by reference into this Application and made part hereof for all purposes. Each Applicant will continue to have service responsibilities beyond the boundaries of the Agreement unaffected by the terms of the Territorial Agreement.

The purpose of this First Territorial Agreement is to allow the City to continue to lawfully provide electrical service to 28 parcels of land outside the city limits of Butler, Missouri and to allow Osage Valley to serve a parcel of land located outside of the city limits regardless of any potential future annexations.

6. **No Changes of Suppliers.** The Agreement does not require transfer of any facilities or customers between the Applicants, so no list of structures and persons whose utility service would be changed by the Agreement, as required by 20 CSR 4240-3.130(1)(E), is included.

7. **Other Electric Suppliers.** To Applicants' knowledge and belief, there are no other electric suppliers serving in the areas covered by this Agreement.

8. **Public Interest.** The Agreement is not detrimental to the public interest and the proposed change in electric service area designation is in the public interest, because the Agreement prevents duplication of electric service facilities.

9. **Hearing.** The City and Osage Valley agree that, pursuant to Section 394.312(5) RSMo, there is no need to hold an evidentiary hearing on the Agreement.

WHEREFORE, Applicants respectfully request that the Commission issue its report and order: (a) finding that the designation of electric service areas is not detrimental to the public

interest and approving the Applicants' First Territorial Agreement; and (b) authorizing Applicants to perform in accordance with the terms and conditions of the Agreement.

Respectfully submitted,

ATTORNEYS FOR THE CITY:

  
\_\_\_\_\_  
Anthony Hernandez, # 69129  
Lauber Municipal Law, LLC  
250 NE Tudor Road  
Lee's Summit, Missouri 64086  
Telephone: (816) 525-7881  
Email: Ahernandez@laubermunicipal.com

ATTORNEYS FOR OSAGE VALLEY  
ELECTRIC COOPERATIVE:

  
\_\_\_\_\_  
Megan E. McCord #62037  
Friel, McCord & Smiley, LLC  
P.O. Box 14287  
Springfield, MO 65814  
Telephone: 417-227-8405  
Email: mmccord@reclawfirm.com

## CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing document was sent by electronic mail, on October 4, 2022, to the following:

Office of the Public Counsel  
Marc Poston  
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  
staffcounselfservice@psc.mo.gov




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Megan E. McCord

VERIFICATION

STATE OF MISSOURI     )  
  ) ss  
COUNTY OF BATES     )

Being first duly sworn, Jim Henry states as follows: that he is the Mayor of the City of Butler and that he has read the foregoing application and the facts and allegations contained therein are true and correct to the best of his knowledge, information and belief and that attorney Anthony Hernandez of Lauber Municipal Law, LLC is authorized by the City of Butler to make this filing and represent the City in this matter.

  
\_\_\_\_\_  
Jim Henry

Subscribed and sworn to before me this 9<sup>th</sup> day of September 2022.

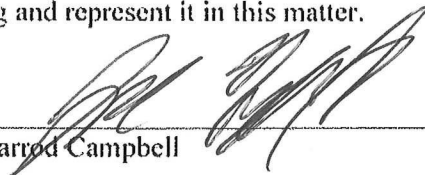
Corey N. Snead NOTARY PUBLIC, NOTARY SEAL STATE OF MISSOURI Bates County COMMISSION # 15636199 MY COMMISSION EXPIRES: JUNE 16, 2023
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\_\_\_\_\_  
Notary Public

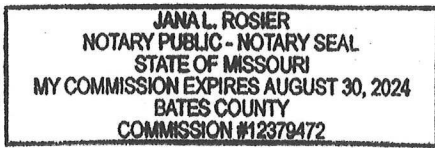
VERIFICATION

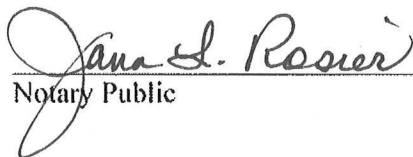
STATE OF MISSOURI     )  
  ) ss  
COUNTY OF Bates     )

Being first duly sworn, Jarrod Campbell states as follows: that he is the Manager of Osage Valley Electric Cooperative; that he has read the foregoing application; that the facts and allegations contained therein are true and correct to the best of his knowledge, information and belief; and, that Megan E. McCord of Friel, McCord & Smiley, LLC is authorized by Osage Valley Electric Cooperative to make this filing and represent it in this matter.

  
\_\_\_\_\_  
Jarrod Campbell

Subscribed and sworn to before me this 27<sup>th</sup> day of September 2022.



  
\_\_\_\_\_  
Notary Public