

FORMAL COMPLAINT FORM

Attach extra pages as necessary.

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

Tim P Allegri, Jesse L Green Jr and all attached signatures
_____)

(Your name here))

Complainant,)

v.)

File No.)

Evergy, Missouri, Kansas City)

_____)

(PSC fills this in)

(Utility's name here))

Respondent,)

FORMAL COMPLAINT

1. Complainant resides at:

(Address of complainant)

(City) (State) (Zip Code)

2. The utility service complained of was received at:

a. Complainant's address listed in paragraph 1.

b. A different address:

Complainant's address listed in paragraph 1

(Address where service is provided, if different from Complainant's address)

(City) (State) (Zip Code)

3. Respondent's address is:

██████████

(Address of complainant)

██████████

(City)

██████████

(State)

██████████

(Zip Code)

4. Respondent is a public utility under the jurisdiction of the Missouri Public Service Commission.

5. The amount at issue is: \$ Not Applicable
(If your complaint is about money state how much is in dispute here.)

6. Complainant now requests the following relief:

(Explain what you want the Commission to do: the specific results you are seeking in this complaint.)

Please see attached

7. The relief requested is appropriate because Respondent has violated a statute, tariff, or Commission regulation or order, as follows:

(Explain why the Commission should grant the relief you seek: the facts that constitute a violation of a statute, tariff, or Commission regulation or order.)

Please see attached

8. The Complainant has taken the following steps to present this matter to the Respondent:

(Please describe in detail what steps you have already taken to resolve this complaint.)

Please see attached

7-24-23
Date

Timothy P. Allegri
Signature of Complainant

[Redacted]
Complainant's Phone Number

TIMOTHY P ALLEGRI
Complainant's Printed Full Name

[Redacted]
Alternate Contact Number

[Redacted]@[Redacted].com
Complainant's E-mail Address

Attach additional pages, as necessary. Attach copies of any supporting documentation. Do not send originals of any supporting documentation.

Submitted to the Missouri Public Service Commission (MPSC) by impacted landowners notified by Evergy of Evergy's plans to upgrade the 8.7-mile long transmission line along MO-13 in Johnson and Lafayette counties.

This formal complaint/protest is filed against Evergy for the unpleasant matters as follow:

- Refusing to negotiate easements in the public interest,
- Disregard of a utilities public purpose
- Misleading statements regarding CCN related issues with misrepresentations of fact, and
- Those who are current Evergy customers request to change utility provider from Evergy to West Central Electric COOP. West Central said they were unable to switch services unless proper authorities (such as MPSC) approved and Evergy agreed to the change.

We protest the actions of Evergy and MoDOT

However; we know the 'commission' only has authority regarding Evergy, not MoDOT.

As such, we proceed here with our protest against Evergy and the project they refer to as "Fayetteville Transmission Line Upgrades" as posted and described at <https://www.evergy.com/landing/fayetteville>.

Link to associated MoDOT project: <https://www.modot.org/missouri-highway-13-passing-and-turn-lane-additions-lafayette-and-johnson-counties>

We are committed and passionate in our support of reliable utility service to our neighbors

Every time a power outage occurs, there is an unmistakable appreciation of how important the role of the Missouri Public Service Commission is in ensuring residents/businesses/taxpayers receive needed services. The recent and massive power outages in the Kansas City region leave us asking, "What can I do to help prevent this from happening in the future?"

We have an upfront opportunity to be proactive, ensure smooth power delivery, and prompt repairs by Evergy and West Central Electric COOP.

100 years of landowner partnership with the electric utility

Since 1928, when the Evergy line (since replaced but remaining in its same position) was first developed, the landowners along MO-13 have always cooperated with the utility managing the subject power line. Even to this day, our properties are always available for maintenance purposes such as line repair and pole replacement. That is a fact that cannot be disputed. This has been a good partnership with the electric utilities and the landowners have historically been cooperative in ensuring the utility company(s) successfully delivers on its commitment to the MPSC and fulfills its public purpose so our local and regional neighbors have working utilities.

Landowner cooperation is proven through nearly 100 years of partnership with the electric utilities on this 8.7-mile stretch. Unfortunately, an informal understanding and handshake is not always good enough. While it's good enough for the landowners, it is not enough for Evergy to be assured they can best fulfill and serve their public purpose and repair/maintain lines as needed, we get it.

The ongoing need for Evergy to secure maintenance access rights

We understand corporate Evergy can't rely on an informal gentleman's agreement to 'know' they have full access to maintain their lines and poles. As landowners change, the utility would be remiss to assume they can enjoy ongoing, unfettered and free access to their lines and poles. Doing so means that any new landowner, or one who chooses to no longer support the utility's public purpose, creates a risk for Evergy in fulfilling their public purpose.

Risk mitigation and partnership outreach

We want to enable Evergy with the confidence of a 15-foot maintenance-only easement from their current pole positions along MO-13 onto our private land. In situations where a pole must move to accommodate necessary MoDOT road widening, the landowners offer the same 15-foot maintenance-only easement from the edge of the MoDOT ROW.

Evergy is not open to consider this real and mostly cost-free option. Evergy will only negotiate price.

What does Evergy want to acquire?

A '30-foot plus' wide, 8.7 mile long strip of prime MO-13 highway frontage at [REDACTED] per acre.

Evergy is seeking at minimum a 30-foot-plus easement of prime MO-13 highway frontage from the edge of the MoDOT ROW and at least 30-feet into private property. In some, NOT ALL cases, the Evergy line redesign moves their poles 3-feet west from their current position. We know of two things that occur in this type of line replacement:

1. An electric utility for such a transmission line replacement (in California for instance) places their new poles in the same position. For that matter, Evergy has also retained pole positions.
2. The utility seeks a 15-foot easement from a private landowner when the opposite side of the pole/line is an unencumbered/clear public transportation ROW.
3. No amount of money makes a blanket 30+ foot easement needed.

Facts and matters of progression in lost trust. *It is difficult to take serious; one in whom trust is lost.*

1. False:

Evergy claims MoDOT is forcing them out of the MoDOT ROW for the full 8.7 miles.

Evergy initially claimed (and as recent as May 10 stated in a text message to a landowner) that MoDOT is forcing them out of the MoDOT right-of-way on the West side of MO-13 for the full 8.7 mile section and must move their poles and lines to accommodate MoDOT's widening of the shoulder/road.

On March 7, 2023, MoDOT invited Evergy to the MoDOT office and were formally advised to cease promoting this false claim. MoDOT clarified that only the southernmost final .6 mile section impacts Evergy on the West side of MO-13. However, MoDOT did not hold Evergy fully accountable for this falsehood and MoDOT leadership declined repeated requests from taxpayers to tell the impacted landowners that they are not forcing Evergy out of the MoDOT ROW. This gap has enabled Evergy to use the MoDOT credibility and power to secure additional easements through this false information. One landowner who accepted an easement to later find out Evergy misled him on MoDOT pushing Evergy out of the ROW has contacted us for guidance. Does that make the easement null/void?

- To date, Evergy and MoDOT refuse to issue a clarifying message to impacted landowners of this important fact.
- Evergy's line design engineering was based on the false assumption that MoDOT was widening the shoulder and was forcing Evergy out of the ROW. Yet, the design and path did not change after being told by MoDOT of the facts.

2. False: Evergy tells landowners that Evergy has an existing easement on their land

At the beginning in late 2022; Evergy told every landowner they talked with that Evergy had an existing easement. All but one landowner assumed that was accurate. JJ Green asked for proof and Evergy took a few weeks to tell him they were wrong.

- Landowners with the assumption Evergy was being truthful, enabled Evergy to use this false easement claim to illegally access private land and conduct soil boring samples through their successful manipulation. In some cases, Evergy conducted boring without any attempt to seek permission. In at least one case, Evergy paid damages to the harmed landowner for their egregious actions and crop damage. The landowner (nor any other landowners) pressed charges for trespassing or fraudulent encroachment.
- With this false claim, Evergy also told landowners Evergy already had an easement that extended up to 70 feet from the highway and even though MoDOT is forcing them out of the ROW, Evergy is giving each landowner ██████ for the inconvenience.
- After the boring samples were completed, Evergy went on what they called ‘an apology tour’. This is how it was described in an email from and by their contract representative, ‘Mark Moore’, as he claimed he had no idea there were no easements on all properties on the corridor and the boring sites.

3. **False claim by Evergy: Future MoDOT projects require Evergy to move their poles**

Evergy says they need a 30-foot easement outside the MoDOT ROW because of future MoDOT projects that may push them.

- Evergy acknowledged the MoDOT project affects Evergy on the West side of MO-13 for only the southernmost .6 miles of the 8.7-mile Evergy project.
- We asked MoDOT to detail all future projects on MO-13. MoDOT responded saying that other than the upcoming MoDOT project, no future projects are funded or planned for the 8.7-mile segment of MO-13. Please request evidence if needed.

4. **Undetermined credibility: 69kV or higher? What are all basis for upgrade?**

Evergy refuses to respond when asked if “demands on the current transmission line are pressing it beyond its 69kV capacity.” This unanswered question is problematic.

- When we asked Evergy’s attorney, Zach Roeschlein, if the subject transmission line was going to exceed 69kV he said it was not.
Yet, the Evergy land agents will not commit to that limit.
- MoDOT has told us that in talks and email with Evergy it was established by Evergy the kVs on the line were going to increase and the steel poles are designed for that purpose.
- Pole and line movement not only erases property aesthetics it increases EMFs and in some cases discriminates those with specific health conditions and eliminates such protected class from ever residing in the home they purchase.

5. **True: Evergy demands that new and/or upgraded poles/lines must be placed on their own/exclusive 30-foot easement not in a ROW like MoDOT’s.**

A symptom of that is expressed in the Evergy line design engineers not taking into account the proximity of residences or highway frontage businesses. They simply laid out the design with an apparent presumption of a right to take land because they are Evergy and no matter the protest or approvals, they will prevail. Evergy did this in Wichita in 2019. After they had their way with the victims/landowners, they apologized. Of course, the permanent damage and impact remains today.

Read the Wichita article re: Westar/Evergy here:

<https://www.kansas.com/opinion/editorials/article229988894.html>, titled, “Westar does the right thing and reverses on giant poles in northeast Wichita”.

We intend to avoid a repeat of that very thing happening to us.

This preference of Evergy to decline a free right-of-way and opt to spend dollars just to have their own easement is not in the “public interest”, nor does it advance a “public purpose” as the need is void.

- At what point do a Missouri utility's self-arbitrated 'preference' become a need and/or 'public purpose' that supersedes a Missourian's property rights?
- Does Evergy's declared “preference” meet the qualifications test of a ‘public purpose’ in the 5th Amendment of the U.S. Constitution when said “preference” is not needed?

6. Missourians ultimately pay it all if the poles leave the MoDOT ROW, thus a ‘public purpose’ in the taking of land must have need/merit for Missourians and the landowners.

Currently, Evergy has free land and access to have their poles placed in the MoDOT right of way. If allowed, Missouri, its taxpayers and Evergy customers will pay for the frivolous spending and needless land grab by Evergy.

Who pays for this?

Pole placement	Cost to Evergy	Cost to Missourians	Cost to MoDOT
Remain in the MoDOT ROW	.00 Proprietary/unknown and won't be revealed to us by Evergy. Upgrade/regular maintenance of an upgrade will pass the 'rate recovery' process.	.00	.00
Remain in the MoDOT ROW and MoDOT never forces Evergy out of the ROW. (As MoDOT has indicated is most likely)	.00 Proprietary/unknown and won't be revealed to us by Evergy. Upgrade/regular maintenance of an upgrade will pass the 'rate recovery' process.	.00	.00
Poles placed outside MoDOT ROW and private easements purchased	.00 Costs in hundreds of thousands will be recouped through the MPSC brokered rate recovery process	Fully absorbed by Missouri's Evergy customers via the MPSC brokered 'rate recovery'.	.00
With poles placed out of the MoDOT ROW and MoDOT should ever ask Evergy to move their poles lines from the positions on the private easements	.00	Costs in hundreds of thousands minimally absorbed by Missouri's Evergy customers	Costs primarily absorbed by Missourians via MoDOT being required to pay for the pole line movement as Evergy has their own easement and MoDOT cannot force costs on the utility.
Total burden	Minimal if any impact	100 percent	100 percent

By needlessly leaving the ROW, Evergy places themselves in a protected position to guard them from future move costs. In this case, the 'presumed' need to move poles is limited to .6 miles at the very end of the line.

Regardless, the MoDOT ROW is free to the utility. If the MPSC or courts approve the actions of Evergy to move the poles, the 'public purpose' becomes 'publicly funded without a valid need/purpose' that could otherwise be resolved identically at little to no cost to Missourians.

7. **Safety risks**

This is very serious for us and easy to resolve.

Evergy states they need the private easements of 30-feet and more to ensure safety of workers and road travelers. With 15 feet on either side of the pole, the needed safety is achieved for workers and machinery and is an industry safety standard. Evergy has not provided any accident data on this route for workers repairing lines and replacing poles. However, in this 8.7 mile stretch of MO-13, we have been unable to identify any *traffic accidents/deaths involving utility workers for this stretch of MO-13*, through the publicly available Missouri Highway Patrol and OSHA reports. We landowners are committed to safety as much as we are to property rights. We support worker safety as evidenced by our offer of a 15-foot maintenance-only easement.

With a 15-foot easement, as offered by this group, [the 30-foot safety standard](#) is proved by their request for 30-feet = 15 feet on either side of the pole/line.

- This is easily resolved through our offer of a 15-foot maintenance-only easement on the opposite side of the MoDOT ROW. However, Evergy refuses this offer and refuses to negotiate the matter with this group. They will only discuss the price of land, not the volume of land.

8. **Undetermined: Certificate of Convenience & Necessity**

Does Evergy have a CCN that covers this project?

We have sought the CCN that Evergy claims to use for this project but they refuse to provide it to us. The CCNs we have viewed indicate a CCN and related approvals/notifications are not applicable for the impacted counties for the project area.

Responses from Evergy when we ask for their applicable CCN are as follows:

- *For all publicly available records, any member of the public may request those records from the Public Service Commission. If you would like any confirmation regarding that form, you may request that confirmation from the MPSC.*
- *Evergy operates an electrical system under authority granted to it by the State of Missouri. If you have any questions [concerning Evergy's authority to operate a public utility or have any questions about your rights,] Evergy encourages you to consult with your attorney.*

9. **Threats to those seeking to resolve the uninvited Evergy land grab:**

When one Evergy land acquisition agent verifies if a landowner is in "... the group opposing the Evergy move." A "no" response to him gets the following response, "Good, because that's not going to work out well for them."

Evergy, when asked about this, told us this was not a threat.




continued


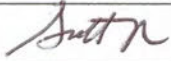

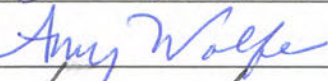


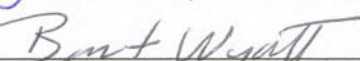
Remedy

Field #6 cited in the Formal MPSC complaint form

In closing, we have come to the MPSC to file this complaint/protest and hope our efforts will work out well for all involved.

1. We request utility service through West Central Electric COOP be available to all MO-13 properties for the 8.7 miles impacted.
2. We request a hearing to discuss the issues contained in this protest/complaint.
3. We request your support in compelling Evergy to negotiate honestly with us as required by law and if needed, mediation.
4. As an undersigned, I agree with the contents of this submission. Furthermore, I approve JJ Green and/or Tim Allegri (both of Higginsville, MO) to represent me in any discussion/hearing on the matters discussed in this document unless I direct otherwise to the MPSC via email at pscinfo@psc.mo.gov. However, only I may enter into any binding, formal, informal or implied agreement that affects me directly/indirectly or my property(s).

Printed Name of Landowner(s)	Signature	Date	Property County
Tim + Jennifer Allegri		7-23-23	Lafayette
Jesse L Green Jr		7-23-23	Lafayette
Mark A. Hill		7-23-23	Johnson
Bethann C. Hill	Bethann C. Hill	7/23/2023	Johnson
David A. Handly	David A. Handly	07/23/2023	Johnson
Gerald J. Stockton Rhonda G. Berg DPOA	Rhonda G. Berg	7-23-2023	Johnson
Marjorie Dyer	Marjorie Dyer	7/23/2023	Lafayette
Candace K Robertson	Candace K Robertson	7/23/2023	Johnson
STEVEN L ROBERTSON	Stephen L Robertson	7/23/2023	Johnson
Aaron R. Collett	Aaron R. Collett	7-23-23	Johnson
Colette Collett	Collett Collett	7-23-23	Johnson
Dwayne Marsh	Dwayne Marsh	7-23/23	Johnson
Letha Sue Baland	Letha S. Baland	7-23-23	Johnson
Susan G. Bracken	Susan G. Bracken	7-23-23	Johnson
Charles E. BRACKEN	Charles E. Bracken	7-23-23	Johnson
Kendra B. Fulk Butner	Kendra B. Fulk Butner	7/23/23	Lafayette
VICTOR BUTNER	Victor Butner	7/23/23	Lafayette

Phod + Jessica Krummel		7-23-23	Lafayette
SCOTT RASA		7-23-23	LAFAYETTE
Donald W RASA	Donald W RASA	7-23-23	LAFAYETTE
Glen Wolfe		7-24-23	Johnson
Amy Wolfe		7-24-23	Johnson
Betty Beyers		7/24/23	Johnson
Teresa Howard		7-24-23	Johnson
BART WYATT		7-24-23	LAFAYETTE