

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

In the Matter of the Application of Southway)
Storage for Change of Electric Supplier from)
The Empire District Electric Company d/b/a) Case No. EO-2024-0194
Liberty Utilities to White River Valley Electric)
Cooperative, Inc.)

**WHITE RIVER VALLEY ELECTRIC COOPERATIVE, INC.'s RESPONSES
TO LIBERTY UTILITIES' DATA REQUESTS**

- 1. Has White River Valley Electric Cooperative, Inc. (“White River”) ever provided permanent electric service to any structure on the real estate which is the subject of this docket (the “Property”)?

Yes

- 2. If the answer to data request one above is “yes,” please state each customer name and the dates White River provided permanent electric service to said customer at the Property.

White River Valley Electric Cooperative built a single-phase line across this property in 1978. We then provided electric service from 1983 through 1994 to a permanent structure (house) and well on this property. It was a standard electric service with a primary voltage of 7.62 kV and 120/240 volt secondary. Our line is still present on the property. On information and belief, the home on the property has been demolished. The name in our system for that prior permanent service reflects BJ Maddox.

- 3. If the answer to data request one above is “yes,” please separately:

(a) describe each such structure,

Home and a water well pump

(b) state the date on which White River first began providing permanent electric service to the structure

1983

(c) state the date White River last provided permanent electric service to the structure or if White River is still providing permanent electric service to the structure; and

1994

(d) state whether the structure has been demolished or otherwise removed from the Property.

We believe the home has been raised; the well may still be present.

4. Please describe and/or provide a document showing White River's existing facilities and power lines located within a one-half mile radius of the Property.

Please see our Data Request response to PSC DR No. 5. The attachment to DR No. 5 reflects White River Electric's nearby lines and facilities. The brown lines represent single-phase and the green lines represent 3-phase electric service. Along the electric distribution lines depicted in this exhibit are numerous transformers.

5. Produce those documents evidencing historical aerial images of the Property known to you, including, but not limited to, any such documents that demonstrate or illustrate prior electric service on the Property.

White River Electric has not been able to locate any historical aerial images of the Property in our computer system or physical files but have reviewed Google Earth imagery that shows the right-of-way corridor across this Property and our poles that brought service to the permanent structure once located there.

6. Does White River have a franchise agreement for the provision of electric service within the city limits of Ozark, Missouri? If so, please provide a copy of said franchise agreement.

White River Electric has not been able to confirm the existence of the franchise agreement but continues to inquire and will supplement this Response if/when that information is confirmed.

7. Is it White River's position that it has the lawful authority to provide electric service to any and all properties within the city limits of Ozark, Missouri, when Missouri's anti-flip flop statutes (RSMo. §§394.315 and 393.106) are inapplicable to the property at issue? This data request references the following statement in Staff's Recommendation in this matter: "Staff contends that neither anti flip-flop statute, Section 394.315, RSMo, nor Section 393.106, RSMo, controls the case outcome. White River has no standing under the former because it has no 'concomitant right' with Liberty's right to provide service to the subject property. Liberty has no standing

under the latter because no ‘change of service’ as defined by the statute is involved.”

Yes; White River Electric subscribes to the PSC Staff’s position that “where there is new service to a previously unserved area and no previous company capital investment is involved, and where there is a choice in the matter [reference to 10-factor test], then Liberty doesn’t prevail simply by establishing that the reasonable cost to Liberty of extending the service is really \$88,629.38. If the Applicant can obtain the same service for substantially less or nothing from White River, because White River’s service facilities are substantially available and ready to go; and if allowing White River to serve will leave no Liberty asset stranded nor deprive it of the benefit of any investment Liberty has actually made; and if denying the application will cost the Applicant \$88,629.38 while granting it will avoid that cost completely: then a decision in favor of the Applicant’s request should be the result. A Commission order requiring the Applicant to pay \$88,629.38 under the circumstances would be wholly inconsistent with the Commission’s duty to enforce the mandates and prohibitions of Section 393.130, RSMo.

Respectfully submitted,

/s/ Christiaan D. Horton

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CERTIFICATE OF SERVICE

I hereby certify that the responses to the above data requests were served by electronic transmission (email) on the 11th day of July, 2024.

/s/ Christiaan D. Horton

Christiaan D. Horton
Attorney for White River Electric